



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

August 01, 2023, 6:00 PM

Agenda

Mayor: JT Smith

Council Members: Tim Adkins, Gerald Greer, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) July 11, 2023, Workshop Meeting Minutes

PUBLIC FORUM

REPORTS

2. Attorney
3. Josh Wright Project Update
4. Codes Department
5. Court Department
6. Finance Department
7. Fire Department
8. Human Resources
9. Parks Department
10. Police Department
11. Public Utilities/Works
12. Technology Department
13. Senior Department

UNFINISHED BUSINESS

- [14.](#) Ordinance: Fiscal Year 2023 - 2024 Budget Amendment #1
- [15.](#) Rezone Request: 109 Elizabeth Street
- [16.](#) Ordinance: All Construction Site Maintenance and Sanitation
- [17.](#) Ordinance: Design Review Manual
- [18.](#) Ordinance: City Administrator Job Description
19. Beautification Project - Amanda Bell
20. Parks Board Discussion
21. Public Forum Discussion
22. Facebook Page Discussion

NEW BUSINESS

- [23.](#) ADA 2019 Plan Review

- [24.](#) iWorQ GIS Contract
- [25.](#) Mid-Cumberland Contract
- [26.](#) GNRC - VCIF, Formula Based Grant (Police)
- [27.](#) GNRC 33501-2325409 Law Enforcement Grant
- 28. Halloween Event Discussion
- 29. TDEC Water Report/Findings Discussion
- 30. City Recorder Discussion

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled Workshop Meeting
July 11, 2023, 6:00 PM
Minutes

CALL TO ORDER

Mayor Smith called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT

Mayor JT Smith

Vice Mayor Gerald Greer

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. May 2, 2023, Workshop Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the May 2, 2023, Workshop Meeting Minutes. All approved by voice vote.

2. June 6, 2023, Workshop Meeting Minutes

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to approve the June 6, 2023, Workshop Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Doug Carr spoke on the water rate increase and the step sewer system.

Jerry Barlar spoke on the water rate increase and the planned projects.

REPORTS

3. Codes Department
Mr. Nicholson gave a codes update.
4. Court Department
Ms. Hollingsworth gave a court update.
5. Finance Department
Ms. Bowman gave a finance update.
6. Fire Department
Chief Walker gave a fire update.
7. Human Resources
Ms. Black gave a human resources update.
8. Parks Department
Mr. Clark gave a parks update.
9. Police Department
Chief Ray gave a police update.
10. Public Utilities/Works
Mr. Biggers gave a public works update.

OLD BUSINESS

11. Ordinance: Rezone Request: 109 Elizabeth Street
Mr. Nicholson discussed the rezone request.

12. Ordinance: City Administrator Job Description
The city attorney and some of council discussed the city administration job description.
13. Beautification Project - Amanda Bell
Ms. Amanda Bell discussed a plan that would require action by the council and agreement by the council for a beautification project for Main Street in Ashland City.

NEW BUSINESS

14. APSU - GIS Contract
Mr. Nicholson discussed the GIS contract.
15. Ordinance: Fiscal Year 2023 - 2024 Budget Amendment #1
Ms. Bowman discussed the need for an amendment if GIS contract approved.
16. Ordinance: All Construction Site Maintenance and Sanitation
Mr. Nicholson discussed the need for this ordinance.
17. Ordinance: Design Review Manual
Mr. Nicholson discussed the need for this manual.
18. Resolution: Tennessee Senior Center Grant Request
Ms. Bowman discussed the grant.
19. Resolution: Contract Approval for Senior Center Travel
Ms. Noe discussed a resolution allowing the mayor to sign all contracts with her approval.
20. Resolution: Appoint City Attorney
Ms. Bowman and Ms. Noe discussed this required resolution to be passed in June.
21. Resolution: TVA
Ms. Noe and Councilman Greer discussed this resolution.
22. Sports Park Agreement - Josh Wright
Absent
23. Recreation Center Agreement - Josh Wright
Absent
24. Senior Center Agreement - Josh Wright
Absent
25. PureVida Rental Agreement
Ms. Bowman discussed the contract for senior.
26. Brian Stinson License Agreement
Mr. Biggers discussed the need for the agreement.
27. Cheatham County General Sessions MOU
Chief Ray discussed the MOU.
28. Ashland City Municipal Court MOU
Chief Ray discussed the MOU.
29. Cleaning Contract - City Hall and Police Department
Ms. Bowman discussed the need for the short-term contract.
30. Lamar Contract - Fire Advertising
Chief Walker discussed the contract.
31. Future Planning and Growth Committee
Ms. Bowman apologized for not having this on the June agenda. The council discussed the need to dissolve the committee based on MTAS recommendations.
32. Mistletoe Trail Partnership Discussion
Valerie Kemp discussed forming a "Friends of the Parks" 501c3 to partner with parks to help grow the community.
33. Facebook Page Discussion
Councilman Smith requested this item be deferred until next month.
34. Cheatham County Football Program Discussion
Mr. Clark discussed the current issues concerning practices and games.
35. Parks Board Discussion
Ms. Noe discussed proper protocol in planning events, advertising and expenditures.

SURPLUS PROPERTY NOMINATIONS

36. 2001 Ford F-350
Mr. Biggers presented this surplus item.

37. 2005 Chevy Silverado 1500
Mr. Clark presented this surplus item.
38. 2008 Ford Crown Victoria
Mr. Biggers presented this surplus item.
39. 2013 Ford Explorer
Ms. Bowman presented this surplus item.
40. 2014 Ford Explorer
Chief Ray presented this surplus item.

EXPENDITURE REQUESTS

None.

OTHER

Attorney Client privilege meeting began at 7:52 pm.

ADJOURNMENT

A motion was made by Councilman Smith, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:56 p.m.

MAYOR JT SMITH

Interim City Recorder

DRAFT

ORDINANCE #

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

WHEREAS, APSU will provide a GIS Services for Ashland City Building and Codes Department for \$12,480; and,

WHEREAS, the Town of Ashland City Mayor and Council wish to appropriate the funds for

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Building & Codes Department	\$345,800	\$358,280

1st reading _____
Public Hearing _____
2nd reading _____

Attest:

Mayor JT Smith

Interim City Recorder

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 014.00 OF CHEATHAM COUNTY TAX MAP 55F, GROUP A, LOCATED ON ELIZABETH STREET

WHEREAS, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

WHEREAS, a request has been made to the Ashland City Municipal Planning Commission to rezone said parcel; and

WHEREAS, the Ashland City Municipal Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcel included on Tax Map 55F, Group A, Parcel 014.00, located on Elizabeth Street be rezoned from R-3 (Residential) district to the C-2 (Commercial), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of June 2023.

This area to be zoned C-2 is marked with a red "X" and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

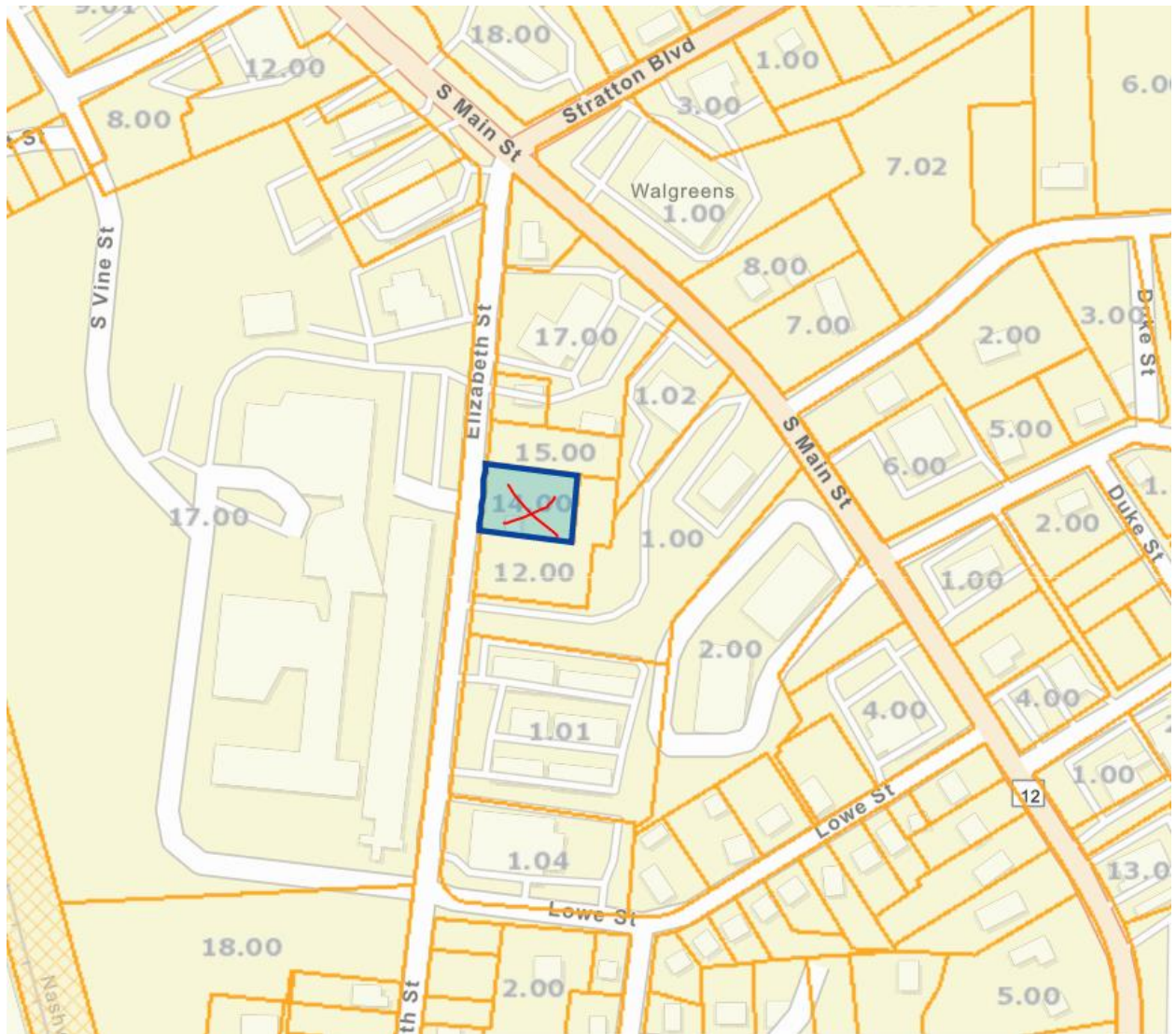
Recommended by Ashland City Municipal Planning Commission regularly called meeting on May 01, 2023.

First Reading
Second Reading

ATTEST:

Mayor JT Smith

Interim City Recorder





Town of Ashland City Building & Codes Department

233 Tennessee Waltz Parkway Suite 103
Ashland City TN 37015
(615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a _____ / _____ district.

Description of Property (Attach Map): Map 55 F Parcel 014.00

Reason for Reclassification Request: Residential to Commercial

Address: 109 Elizabeth Street Ashland City, TN. 37015

NOTE:

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the Town Planning Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

Send application and other documents to anicholson@ashlandcitytn.gov

Stevan W. Stralton
Applicant

4/10/2023
Date

Wright & Associates
Land Surveyors
1329 Hwy. 12 N. - Ashland City, TN. 37015
Wk.-615-238-4123 - Hm.- 615-792-4291

PROPERTY DESCRIPTION

Steven W. Stratton
January 20, 2022

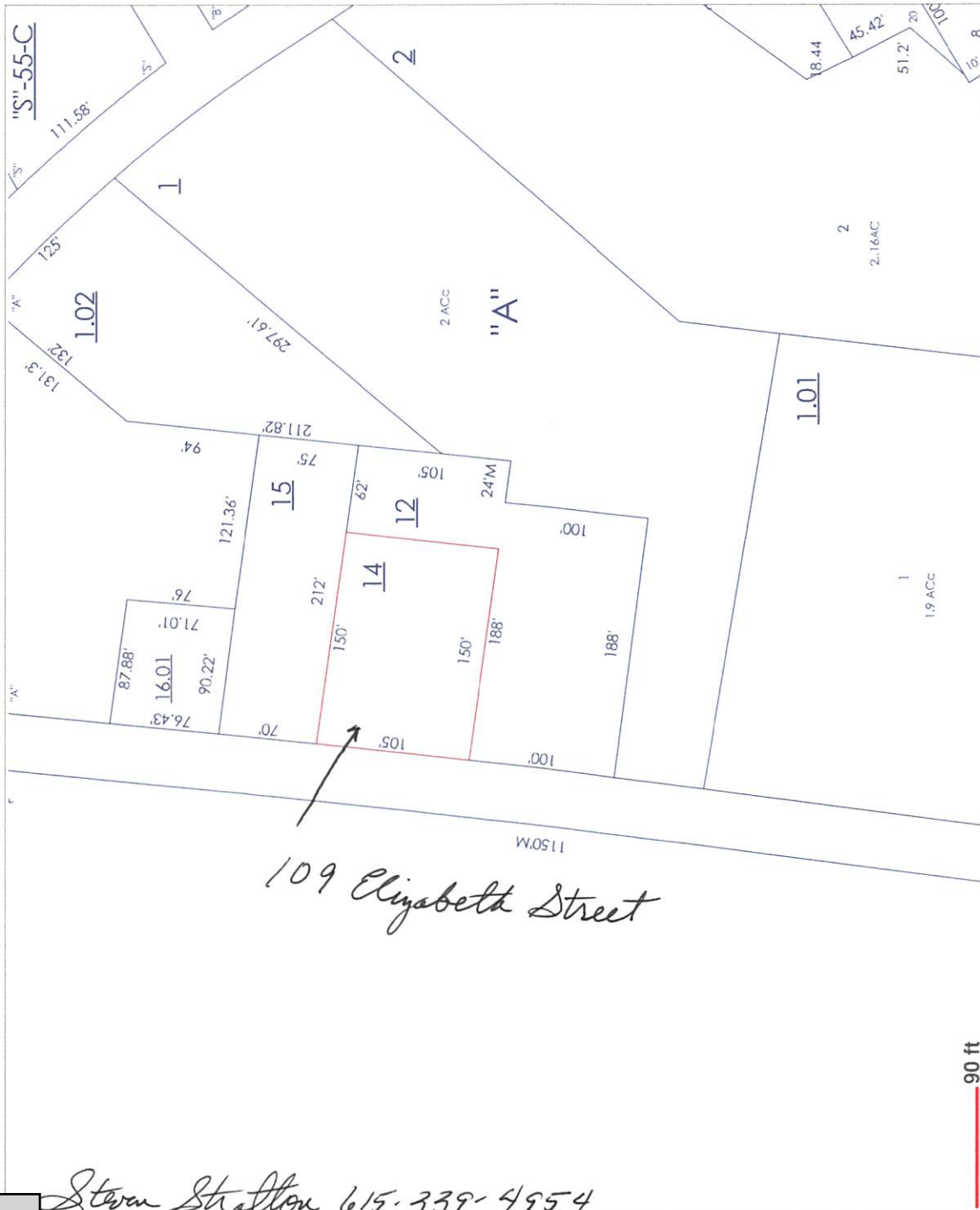
Lot 1

A Lot located on Elizabeth Street in Ashland City, Cheatham County, Tennessee being all of Parcel 014.00 and a portion of Parcel 012.00 of Map 055F Group A of the Property Assessor's office of said county. Being all of the property as shown in Record Book 589 – Pg. 478 and all of the Portion called "First Tract" of Record Book 504 – Pg. 2024, of the Property Assessor and Register of Deeds offices of said county. All Parcels and Records referenced in the following description are from the Property Assessor and Register of Deeds offices of said county.

Beginning at an Iron Rod (old) on the east margin, 20 ft. from and perpendicular to the centerline, of Elizabeth Street, said Iron Rod (old) is located 618 ft. ± south along the centerline of Elizabeth Street from the centerline of Main Street (Tenn. Hwy. 12). Said Iron Rod (old) is the southwest corner of Lot 1 and the northwest corner of Lot 2 (also described at this time) as shown on a Plat of this Survey and proceeding:

- 1) With the east margin of Elizabeth Street, N 05°34'13" E - 105.00 ft. to an Iron Rod (new) being the southwest corner of Parcel 015.00 of Map 055F-A belonging to Jorge A. Madrid as shown in Record Book 423 – Pg. 534, thence;
- 2) With the south line of Madrid, S 79°04'42" E passing an Iron Rod (old) online at 151.75 ft. and continuing in all 213.64 ft. to an Iron Rod (old) in a rip-rap embankment in the west line of Parcel 001.02 of said map belonging to Work Force Essentials, Inc. as shown in Record Book 508 – Pg. 2954, thence;
- 3) With the west line of Work Force Essentials, Inc., S 06°40'29" W - 42.88 ft. to an Iron Rod (old) being a corner of Parcel 001.00 of said map belonging to WHS Properties, LLC as shown in Record Book 441 – Pg. 461, thence;
- 4) With the west line of WHS Properties, LLC, S 06°40'29" W - 62.06 ft., to an Iron Rod (old), thence;
- 5) Continuing with WHS Properties, LLC, N 79°27'24" W - 23.63 ft. to an Iron Rod (old), thence;
- 6) N 79°00'06" W passing an Iron Rod (old) online at 38.2 ft. and continuing in all 188.00 ft., to the Point of Beginning containing 0.511 Acres, 22,260 Sq. Ft., according to a Survey by Marvin T. Wright, R.L.S. # 2094 of Tennessee.

TEXT_PARCEL
 LEADERLINES
 PARCELS



CHEATHAM COUNTY, TENNESSEE

DECLARER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.



ITEM # 15.

Stevan Stratton 615-339-4954

Fwd: Receipt #R00179691

Allen Nicholson <anicholson@ashlandcitytn.gov>

Mon 4/10/2023 2:17 PM

To: Alicia Martin <ayoung@ashlandcitytn.gov>

Allen Nicholson

Building & Codes Director

Town of Ashland City

233 TN Waltz Pkwy, Suite 103

Ashland City, TN 37015

(615)792-4211 x 5244



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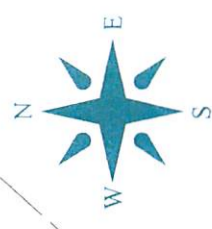
From: No-Reply <No-Reply@ashlandcitytn.gov>
Sent: Monday, April 10, 2023 2:07:54 PM
To: Allen Nicholson <anicholson@ashlandcitytn.gov>
Subject: Receipt #R00179691

The Town of Ashland City would like to thank you for your payment!

Town of Ashland City Water & Sewer
PO Box 36
Ashland City, TN 37015
(615)792-4211

DATE : 4/10/2023 2:06 PM
OPER : MJ
TKBY : Margie Jarrell
TERM : 2
REC# : R00179691
CODES 32610 CODES BUILDING PERMITS/INSPECTION
STRATTONS INC REZONE 100.00

Paid By:STRATTONS INC
6-110 GEN CHECK 100.00 REF:1849



LEGEND

- Property Corner/Iron Rod
- Utility Pole
- Fire Hydrant
- Subject Property Lines
- Non Surveyed Property Lines
- Overhead Utility Lines
- Center Line
- Miscellaneous Layout Lines
- Underground Water Lines
- Underground Sewage Lines

Boundary Survey For
Steven W. Stratton
 109 & 111 Elizabeth Street
 Ashland City, Cheatham County, Tennessee
 SCALE 1" = 30'

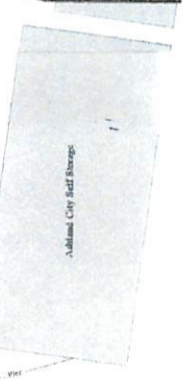
WRIGHT & ASSOCIATES
 1379 Hwy 17 N, Ashland, TN, Tennessee

JOB NO. 55FA0
 SHEET 1 OF 1

REVISIONS

NO.	DATE	BY	CHANGE

ARCA
 SQUARE FEET = 40,978 Total
 ACREAGE = 0.941 Total



- GENERAL NOTES**
- Bearings are based on Record Book 508 - Pg. 2954, west line of description N65°40'29"E.
 - This surveyor has not physically located the underground utilities. Above grade and public records and/or maps prepared by others. The surveyor makes no guarantee that the utility lines shown on maps prepared by others are correct. The utility lines shown on maps prepared by others are shown for information only. The surveyor is not responsible for any damage to or from utility lines shown on maps prepared by others. In Tennessee it is a requirement, per "The Underground Utility Damage Prevention Act," that anyone who engages in excavation work shall first determine the location of any utility lines, no less than (1) three feet and no more than (10) feet below the surface of the ground, and shall take all necessary precautions to avoid any possible hazard or conflict. Notification by calling the Tennessee One Call System, INC. as required by TCA 85-31-106 will be required. Tennessee One Call 811 or 1-800-351-1111.
 - Subject property is shown as parcel 014.00 (Lot 1 & 012.00) (Lot 2) - GP A, on Cheatham Co. Tax Map no. 055F.
 - Subject Property: 055F-A-014.00 (Lot 1) & 012.00 (Lot 2) is Zoned R3. 055F-A-012.00 (Lot 2) is Zoned C2.

Property Title Reference

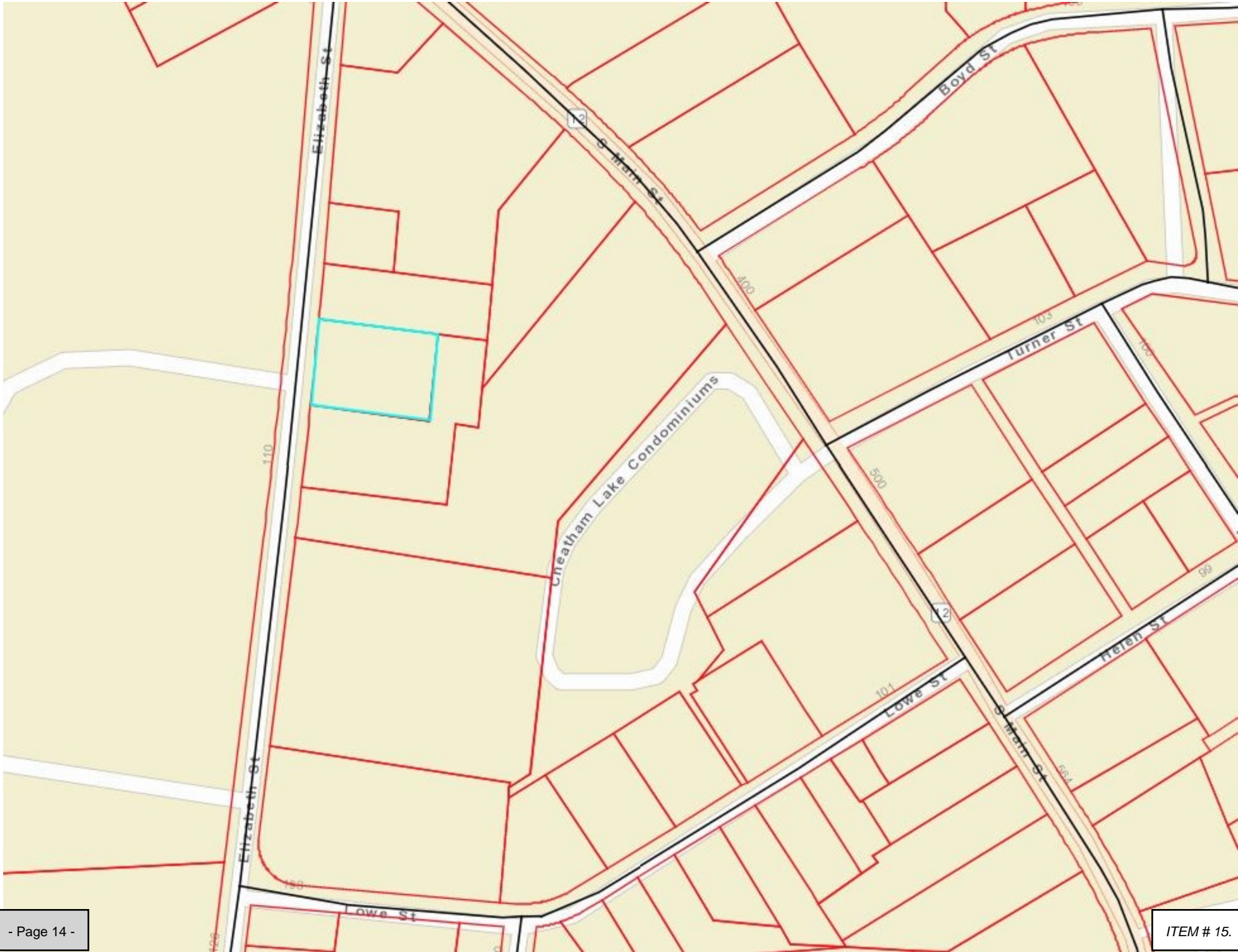
Lot 1
 Being all of the property conveyed to Steven W. Stratton as shown in Record Book 589 - Page 478, Shown as Parcel 014.00 on Cheatham County Tax Map # 055F - Gp A, and a Portion of the property as shown in Record Book 504 - Page 2024, Shown as Parcel 012.00 on Cheatham County Tax Map # 055F - Gp A.

Lot 2
 Being a portion of the property conveyed to Steven W. Stratton as shown in Record Book 504 - Page 2024, R.O.C.C., Tn. Shown as Parcel 012.00 on Cheatham County Tax Map # 055F - Gp A.

CERTIFICATE OF SURVEY ACCURACY

I hereby certify that to the best of my knowledge and belief this is a true and accurate survey of the property shown herein, that this is a Category 1 Land Survey as defined in Title 62, Chapter 18, Tennessee Code Annotated and that the Ratio of Precision is greater than or equal to 1:10,000 Plus or Minus.

Marvin T. Wright
 1/10/2022
 M.T. - 2/10/22



ORDINANCE#

AN ORDINANCE OF THE TOWN OF ASHLAND CITY ADOPTING ALL CONSTRUCTION SITE MAINTENANCE, SAFETY, AND SANITATION RULES AND REGULATIONS

WHEREAS, the Mayor and City Council find that the Codes Department is responsible for enforcing regulations regarding construction site maintenance; and

WHEREAS, the Codes Department find that regulations for construction site maintenance, safety, and sanitation rules and regulations are; and

WHEREAS, the Codes Department is concerned with the need for these regulations to protect the Town of Ashland City’s property and its citizens.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the “All Construction Site Maintenance, Safety, and Sanitation Rules and Regulations” attached hereto be adopted.

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

First Reading: July 11, 2023

Second Reading: August 08, 2023

ATTEST:

Mayor JT Smith

Interim City Recorder

All Construction Site Maintenance, Safety, And Sanitation (Including Remodels and Additions)

All construction sites shall be maintained in such a way as to minimize the adverse impacts of construction to adjacent lots, the neighborhood, and public infrastructure. Additionally, these provisions are intended to control debris accumulation in the street, drain systems, and to control site access during the entire construction and final approval process.

A. Debris and Disturbance.

1. All construction sites shall be maintained and free from accumulation of construction debris and rubbish.
2. All construction should occur during the hours of 6:00 AM and 8:00 PM on seven days a week as allowed by Ordinance #449 unless otherwise approved by the Building Department.
3. No materials are allowed to leave the construction site uncontrolled due to effects of weather including but not limited to stone, soil, sand, debris, or other material carried by water or wind. Any violations to this clause shall be remediated immediately with a site corrective action plan to prevent future violations confirmed by the City.
4. Construction debris shall be contained in dumpsters. Dumpsters or other debris holders must be located off the street on the property owner's side of the property line.
5. On lots where there exists a grade slope of 5% or greater in any direction, a properly installed and maintained silt fence is required along the downhill property line(s).
6. Lots which do not have sidewalks and/or park strips shall have silt fencing properly installed and maintained along all abutting streets at the back of curb..
7. Burning of debris, construction materials, or on construction sites is strictly prohibited.
8. Before a CO is issued, sites must be clean with straw/seed. Rocks cannot be used as ground cover. The use of fill dirt for final grading is not allowed, must be topsoil free of rocks.

B. Street Usage.

1. With regard to construction workers' vehicles or construction equipment, the street is to be used only for temporary vehicle parking and not for construction equipment.
2. The street shall not be used for the storage of materials, dirt, fill, gravel, debris, etc.
3. Temporary use of the street for the off-loading of materials may be permitted, such as the pumping of concrete, delivery of roof trusses, etc., the street surface must remain clear and clean during the entire construction process.
4. Mud, silt, and other debris tracked onto the roadway shall be removed within 24 hours to the satisfaction of the Police or Building Departments. Sweeping or washing materials into storm drains is a violation and may result in a criminal citation.
5. City sidewalks shall remain clear during the entire construction process.
6. Washout from concrete delivery equipment shall not be onto City public right-of-way or neighboring private lots..

C. Site Access and Identification.

1. All access to the site must be across the curb and sidewalk along the front property line (or both front and street side for corner lots.) Proposed site access shall be shown on the plot plan submitted with the building plans. Builders showing ownership of contiguous lots may elect access to the lots at a common location.
2. Curb ramps shall be constructed of only built-up wood, metal, or rubber ramps. These can be created by stacking lumber in such a way as to create a slope for climbing the curb. No gravel fill or other forms of ramps will be accepted.
3. The back of curbs (park-strips) must be fully backfilled.
4. Each site shall provide, display, and maintain at least a 4 square foot sign with the site address, permit number—general contractor's name or owner/builder name, phone number, and contractor's license number, if applicable.

D. Site Maintenance.

Each site shall be maintained in accordance with the property maintenance code (e.g., grass shall be cut)

E. Sanitation.

Each site for which a permit has been issued must have a portable toilet facility located on the property side of a street property line. One portable toilet facility is required per every ten (10) workers and every 300 ft of the development of any construction activity. Dumpsters are required for all construction sites and cannot be less than 1 eighty-yard dumpster per 3 houses (or 10 yards per site).

F. Inspection.

Fencing, signs, curb ramps shall be in place and approved before the site is disturbed. Inspection may be combined with a temporary power pedestal inspection but must be completed before excavation begins. Extension cords cannot be laid across the road without proper protection.

G. Violations.

Failure to maintain silt fencing, ramps, street parking, unobstructed City sidewalks, debris control, and toilet facilities may result in re-inspection fees, Stop Work Orders and/or criminal citations. All violations will be the responsibility of the general contractor or the owner/builder of the project.

H. City Infrastructure.

Any damage to City infrastructure in the course of construction shall be replaced or repaired to the satisfaction of the City in accordance with City Standards. The replacement or repair shall be the responsibility of both the general contractor and the owner of the lot, but primarily the contractor.

ORDINANCE#

AN ORDINANCE OF THE TOWN OF ASHLAND CITY AMENDING ORDINANCE #323 KNOWN AS THE ASHLAND CITY DESIGN REVIEW MANUAL

WHEREAS, the Mayor and City Council find the need to adopt a new Ashland City Design Review Manual; and

WHEREAS, the last manual was submitted for approval by the Ashland City Municipal-Regional Planning Commission; and

WHEREAS, the Ashland City Municipal-Regional Planning Commission has been dissolved; and

WHEREAS, the Codes Department is responsible for enforcing the contents of the manual for the betterment of Town of Ashland City’s property and its citizens.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the “Ashland City Design Review Manual” attached hereto be adopted.

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

First Reading: July 11, 2023

Second Reading: August 08, 2023

ATTEST:

Mayor JT Smith

Interim City Recorder

ASHLAND CITY
DESIGN REVIEW MANUAL

AUGUST 08, 2023

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1. INTRODUCTION

1.1 GOALS FOR COMMUNITY APPEARANCE AND CHARACTER

1. Natural Character. Ashland City's natural character should be preserved and enhanced with new development. Especially important is retaining mature trees and vegetation, maintaining topography, preserving important views to the lakes and other natural features, and ensuring that new buildings sit within a generously landscaped setting.
2. Compatibility. New buildings should be compatible with their neighbors, assuming that neighboring structures are a credit to the community. This does not infer uniformity of architectural style but rather a sympathetic response to the height, scale, materials, color, site location and other aspects of nearby structures.
3. Orderly Public Realm. The city's character is largely formed by the appearance of its important streets. How public and private elements of the streetscape relate to each other provides a sense of order -- public roadways, shoulders and medians, utility lines, and traffic signage in relationship to private landscaping, parking areas, building facades and signage. Scrutiny of what may be seen from public ways should be most intense while less visible private areas of sites should be more at the landowner's discretion.
4. Restrained Communications. Private signage and advertising should be restrained and not detract from the sense of a continuous landscape. The principal purpose of on-site signage is to identify establishments and to direct those seeking to visit them safely and efficiently to their destination. Signage that is limited in size and set in a strongly landscaped surrounding can be more effective than a cacophony of uncontrolled messages.
5. Diversity of Opportunity. Ashland City wishes to continue to attract diverse housing types, services and other community attractions. In reviewing plans and proposals, it does not wish to rule out particular uses because of costs or burdens imposed. Rather, it wishes to work with developers and builders to find a formula for creating uses that are economically viable as well as harmonious with the community environment.
6. Residential Privacy. The sense of privacy of residential areas should be protected especially from nuisances created by adjacent uses, such as noise, traffic, high lighting levels, and uncontrolled access. Within residential areas, there should be privacy of individual units.
7. History. References to Ashland City's past -- both its natural and settlement history -- should be preserved wherever possible. These include artifacts such as rock fences, walls, areas of formal landscape, historic cemeteries and archaeological sites; structures

more than 50 years old; and traces of prior fields and land subdivision.

8. Utilitarian Elements. As a way of reducing disorder and emphasizing the human environment, utilitarian elements should be masked or located out of public view. These include mechanical equipment on buildings, transformers, meters, refuse stations, electric wiring and service areas.

2. DESIGN REVIEW STANDARDS

2.1 SITE LAYOUT

1. Site Coverage

Sites should not be covered completely with impermeable surfaces which prevent percolation of water back into the soil and can cause erosion, street flooding, or overloading of storm sewer systems. A minimum of 15% of the site shall be devoted to permeable surfaces (reference Section 3.140 - ACZO). This will also ensure that buildings are set in a strong landscape.

2. Building Setbacks

Building setbacks provide dimension to the public realm along streets. In areas where there is a consistent setback line, new structures should conform to it. In areas where setbacks vary, buildings should be set back the average distance of adjacent buildings within 100 feet of the proposed structure. In major commercial areas where patrons are to be encouraged to walk between establishments, buildings should generally be located as close to streets as possible while providing adequate area for landscaping in the setback area.

Large unbroken expanses of paving between the street and building are discouraged. Required side yard areas should also be landscaped.

3. Entries and Curb Cuts

Entries to sites from public streets should be clear, controlled and safe. Continuous curb cuts confuse circulation of automobiles as well as destroying the pedestrian environment and reduce opportunities for landscaping. Ashland City's Zoning Ordinance and subdivision standards establish specific standards for the location and design of curb cuts and site entries.

The number and width of curb cuts along a property should be the minimum necessary for effective on and off-site traffic circulation. As a guide, no more than one curb cut should occur in each 100 feet of frontage. Combined or shared entries between properties is encouraged. If two entries are needed, a one-way system should be considered to reduce curb cut area and maximize parking area.

In general, curb cuts should be no wider than needed to meet

standards. Generally, they should be limited to 30 feet for residential uses and commercial uses, 45 feet for industrial uses.

Access Control can be found in Section 3.090 of the Ashland City Zoning Ordinance.

2.2 GRADING, DRAINAGE, AND TOPSOIL PRESERVATION

1. Topography

Buildings, parking and service areas should be sited in a manner which minimizes disruption to the existing topography. Where there is mature existing vegetation on a site, changes in topography and runoff patterns should be minimized.

The volume of cuts and fills on a site should be balanced, so that transportation of soil off or onto the site is minimized.

The maximum allowable landscaped slope created by cut or fill is 1:3 vertical to horizontal. To provide a stable slope for soil and plant materials, less steep slopes or terracing is encouraged.

2. Overland Drainage and Detention

Overland drainage and detention are encouraged, to recharge groundwater and minimize loads on storm sewerage facilities.

The rate of peak runoff at site boundaries should not increase significantly from that prior to development.

Landscaped retention/detention areas should be created where possible to collect runoff from paved areas. Such areas should be treated as visual amenities for the site and not as utilitarian or unkempt areas.

3. Topsoil Stabilization

Topsoil should not be removed from sites or used in spoil. Topsoil should be saved during construction and then placed over landscaped areas at a depth of at least 6". In general, efforts should be made to retain as much topsoil as practical.

2.3 PRESERVATION OF EXISTING TREES AND SITE FEATURES

1. Trees are protected within the Ashland City Zoning Ordinance, Article 3.140.

2. Retention of Site Features

A natural setting is one of Ashland City's attractive qualities. Streams, wetlands, large rock outcrops, stands of native vegetation, fence rows

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rock walls, cemeteries and other notable natural features must be located on the site plan and preserved wherever possible.

Bands of trees, such as fencerows, that would not otherwise be wind-firm when left as individuals should be maintained as an effective screen and wind buffer.

3. Preservation of Notable Old Structures. Structures which are over 50 years old and valued for their local significance should be located on the site plan and retained if possible. Incorporation of such structures into the site's development as a special feature is encouraged. If the structures are not to be retained or adapted reasons should be given.

2.4 ARCHITECTURAL CHARACTER

1. Compatibility with Surroundings and Facades. Massings and Roofs for Building

Buildings should avoid long, uninterrupted facade planes.

Buildings should have a defined base and cap.

Window and door openings should have a vertical orientation and be vertically aligned between floors.

Rear and side facades, if visible from public streets, should be similar to the primary facade in their architectural treatment.

Blank walls facing streets should be avoided.

Where a clearly established development character and scale exists, new infill development should include: a) window and door openings with area ratios and proportions similar to those on adjoining buildings, b) key design elements of surrounding buildings with respect to windows, door, rhythm of bays, detailing, roof forms, materials and colors.

Roof forms should be appropriate to a building's design and scale. Flat roofs or low-pitched roofs with parapet walls are encouraged for larger commercial buildings. Alternative roof forms may be used if appropriate for a particular acceptable architectural style.

A particular roof form should be applied to the entire roof, rather than terminating at less visible points, such as the building's rear.

Roofs that are visible from the street should be finished with colors and features consistent with the architecture of the facade.

Building forms should be tailored to fit within the existing topography and site features as much as possible.

In most cases, buildings are not viewed in isolation, but rather in the context of other buildings. While architectural style may vary, buildings of a proposed development should be compatible with surrounding buildings with regard to massing, scale, proportion of openings, roof types, types of glazed openings, and degree of detail.

The use of materials and colors compatible with buildings adjacent to a site is encouraged.

Along Main Street, Frey Street and Cumberland Street certain façade materials are encouraged to create a unified appearance particularly with brick and stone.

The use of certain façade materials and colors for buildings along arterial streets are discouraged. These materials are exposed or painted metal siding or roofing, painted concrete block and artificial stone. Full chroma colors are also discouraged.

The following are encouraged as exterior materials: brick, limestone, tile, plaster, stucco, glass and glazing, EIFS, architectural pre-cast and split face block. Ground face masonry should only be used as an accent.

Exterior colors should be earth tones and compatible with adjacent properties. Subdued, muted colors are encouraged. Bright colors should be limited to accent or contrast.

Translucent or back-lot canopies and awnings are discouraged.

Dumpsters should be screened on all sides; enclosures should be of materials and colors matching the primary structure and should be higher than the dumpster being screened. The access side should not be visible from public streets.

Chain-link fencing provided in a commercial and industrial areas shall be vinyl coated and of a black or dark green color. The use of razor wire is strongly discouraged.

Metal siding may be allowed in Industrial Zones that are not visible from the street.

2. Adapting Prototypical Designs to Particular Sites. National “standard” designs should be adapted to reflect the Ashland City context by careful siting, use of compatible materials and landscaping of the site so that it blends with its surroundings.
3. Relationship to Streets. Buildings should be oriented such that their main entrances are visible from streets.

Facades along streets should be treated in a manner which enhances

interest. Displays or windows with active interior uses are encouraged. Blank or undifferentiated facades are discouraged.

“Stage-set” facades on the street are not acceptable. The materials and colors of the street face should continue on the sides and rear of structures visible from public streets.

Building service areas or loading areas shall not be visible from public streets. They should be located away from streets and/or adequately screened.

Mechanical equipment on roofs or sides of buildings shall not be visible from streets. Adequate screening must be provided.

Landscaping with generous planting should define the street edge and entries of a development as well as building entries.

2.5 PARKING CONFIGURATIONS

1. Efficiency of Parking Areas

To allow space for landscaping and site improvements without significantly reducing the potential number of parking spaces on a site, efficient configuration of entries, circulation, and layout is encouraged.

Adjoining parking lots serving nonresidential buildings should be interconnected between sites.

Small lots or those with narrow front yards are encouraged to develop one-way angle parking configurations with curb cuts narrower than the maximums noted above for entry and exit lanes.

2. Reduce Apparent Size and Visibility of Parking Areas

Site arrangements which minimize the amount of parking between the street and buildings are encouraged. To the extent possible, parking areas should be split between the front and back of a lot or along the side of a building to reduce the paving at the street face.

Wherever possible, parking areas should be set 2-3 feet below streets or surrounding areas or be partially hidden by landscape berms to reduce the visibility of parked cars.

Retention of existing trees located in parking areas is strongly encouraged. Tree wells may be used if necessary to allow for changes in grade while protecting the tree.

3. Fit Parking Areas to Site Topography

On sloping sites, lines of parking spaces should run parallel to site contours, with planted medians taking up any excessive slope. Paved areas should not exceed a 5% slope.

Detention of runoff within parking areas or in adjacent landscaped areas is encouraged. Runoff from parking areas should not sheet flow onto public streets or sidewalks.

2.6 LANDSCAPE

1. Landscape Areas – Reference Section 3.140 of the Ashland City Zoning Ordinance

2. Streetscape

A consistent landscape treatment along public streets enhances the appearance of the public domain and provides an attractive unified setting for variations among individual developments. Landscaped areas should dominate the frontage of any site where entries are the only interruptions.

It is encouraged that street trees are planted in this zone. Street trees are to be planted behind the sidewalk unless the walk is set back at least 5 feet from the back of the curb and there are no imminent plans for street widening.

Trees planted in sidewalk zones must be surrounded by a protective grate or planted zone to allow water to reach the roots with minimum dimensions of 5 feet by 5 feet.

Trees should be planted along streets at least 40 feet on center with relatively even spacing. If frontages exceed a multiple of 40 feet, an additional tree should be planted along the street, e.g., a frontage of 50 feet should contain two trees, a frontage of 130 feet should have four trees, etc.

To provide a consistent effect along major streets, the preferred street tree species is Sugar Maple.

To provide a consistent effect along other streets, the preferred street tree species are Marshall's Seedless Ash, Willow Oak, London Plane, Red Maple and Sawtooth Oak.

The use of ground cover or low shrubs for the ground plane of streetscape planting is encouraged as a lower maintenance and higher impact treatment than turf.

3. Plant Materials

Ashland City displays a robust ecosystem with a variety of native pla

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materials. The use of these hardy and attractive native species in developments is encouraged.

Plant materials should be installed at a reasonable size to provide a sense of presence and to mitigate microclimate impacts caused by development.

Street trees need to be large enough when installed to have some presence while allowing views to sites and branching above pedestrians walking along the sidewalk. Trees along arterial streets are to be no smaller than 3 - 3 1/2" caliper. Trees along collector and minor streets shall be no smaller than 2 - 2 1/2" caliper.

4. Maintenance

All landscape zones and plantings installed by the developer shall be privately maintained.

Any diseased, dying or dead plants shall be removed by the property owner and replaced with healthy plants meeting minimum size standards.

Failure to comply with the requirements of this section after a notice of noncompliance has been issued by the Zoning Administrator, accompanied or followed by a stated time frame for compliance shall be deemed a violation of the Zoning ordinance and shall be subject to the sanctions set forth in Article VII, Section 7.100 as well as to the revocation of any permit, license, certificate or other approval initially issued by the City as a basis for construction and/or occupancy of the development on which the violation has occurred.

2.7 SCREENING

1. Conditions for Screening

Screening requirements vary by their purpose. Three types of screening conditions are distinguished:

- Transitions between land uses.
- Privacy separations between streets and individual sites, such as on double-fronted lots and multifamily yards; and
- Nuisance screening for service and loading areas, dumpsters, materials storage areas, utility boxes, etc.

2. Performance Criteria

Screens are intended to provide visual and physical separation of conflicting uses and should be designed to fit within their surroundings, not dominate the view.

Screens should not compromise safety by blocking vision at

intersections. They should not be placed within 75 feet of any street corner as referenced in Section 3.080 of the Ashland City Zoning Ordinance.

Screens should not block access to any above ground pad mounted transformer and should provide 15 feet of clear access to the transformer doors.

Screens should not impede or divert the flow of water in any drainage way.

Fence screening of service areas should be at least 6 feet in height.

3. Design Standards

Design standards vary according to the function of the screen as follows:

Transitional Screening. Transitional screening is required where commercial or industrial uses adjoin residential areas, where multi-family residential or mobile home sites adjoin one- or two-family housing zones, and within Planned Unit Developments with similar adjacencies.

Where areas adjoining residential zones are likely to be used for truck loading, storage or driveways, the transitional zone must provide protection through use of earth berms or solid masonry materials.

Where lighted parking areas are located adjacent to residential zones, lighting should be designed to minimize illumination across the boundary, and the transitional buffer must screen headlights.

Privacy Screening. Double fronted residential lots should have privacy screening along the rear lot line. Privacy screening may also be required in multi-family housing areas to separate individual yards or yards adjacent to streets or pedestrian pathways.

Fences designed to create privacy or separations should be made of masonry, ornamental metal, durable wood or some combination of the three. The use of untreated wood, chain link, plastic or wire fencing is not permitted for fences fronting streets or on double-fronted lots.

Solid fences should not create a stockade appearance. This can be avoided in several ways such as adding an evergreen planting on both sides of the fence or undulating the plane of the fence. Fences over 80 feet long on double-fronted lots facing streets should have no more than 50% of their length in a straight line unless the entire fence is set back 15 feet or more from the property line with evergreen planting in the setback area. **Nuisance Screening.** To reinforce the sense of natural surroundings and a consistent streetscape, auto service functions such as areas to store cars while they are being repaired, auto or truck outdoor work areas and truck loading docks in commercial or retail areas shall be screened from public view.

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Garbage collection areas shall be enclosed by opaque materials on all four sides with doors to remove containers. Where dumpsters are enclosed, the screening shall be at least 2 feet taller than the dumpster. Where topography may expose interiors of garbage collection areas to view screening shall be correspondingly taller.

Water meters, gas meters, electric meters and ground-mounted air conditioning or mechanical units should be hidden from public view by screening.

Screening requirements may be relaxed where areas are located so they are not visible from public streets or adjacent properties.

4. Suggested Plant Materials for Screening

Evergreen plants are recommended for effective year-round screening. Suggested evergreen trees and shrubs include: Arborvitae, Hetzi Juniper, White Pine, Red Pine, and Yew. Suggested broadleaf evergreen shrubs include: Red-Tipped Photinia, Euonymous, and Holly (Notably Foster Holly).

Ornamental shrubs and trees may also be used for screening, preferably in combination with evergreen plantings or fencing. Suggested ornamental shrubs include: Red-Tipped Photinia, Willowood Viburnum, upright Hollies, and large flowering shrubs. Suggested ornamental tree species include: Flowering Crab, Dogwood, Magnolia, and Purple Leaf Plum.

2.8 PEDESTRIAN CIRCULATION

1. Continuous Sidewalks. Sidewalks shall be continuous between properties. A proposed development shall locate sidewalks to meet abutting walkways.

The width of a sidewalk shall blend with that of abutting walkways. The minimum walkway width is 5 feet.

Sidewalks may run along the street curb; however, it is preferred that they be separated by a landscape zone along arterial streets.

2. Connections Within and Between Developments. Sidewalks should connect building entries within and between developments where possible.

3. Sidewalk Materials. Sidewalks along public or private easements and public rights-of-way must meet the minimum requirements of the zoning ordinance.

2.9 LIGHTING

1. Design Criteria

To reduce adverse impacts on adjacent sites and minimize energy consumption, lighting should be carefully located, and intensity should be the minimum necessary for safety.

Lighting levels should be as even as possible.

Light fixtures which cast light primarily downward should be used.

Warm lighting colors are preferred; blue-white color is discouraged.

2. Street Lighting. Lighting levels along streets should vary according to land use with higher lighting levels in industrial and commercial areas than in residential areas. Lighting levels should be varied by fixture height and spacing.

A standard pole and fixtures recommended for major thoroughfares and for other streets. Applicants shall consult with city staff on the choice of such fixtures.

3. Site and Parking Area Lighting

Site or parking area lighting may not cast light beyond property boundaries. Cut-off devices should be used to avoid throw onto adjacent sites when necessary, and the performance standards cited generally in the Ashland City Zoning Ordinance and specifically in Section 3.190.8 should be followed.

The total height of fixtures should be in proportion to the building mass, preferably no more than 22 feet.

Ground-oriented, pedestrian scale lighting should be considered as an alternative to pole-mounted fixtures along sidewalks.

Lighting fixtures should be compatible in style with associated buildings.

Lighting directed on buildings is discouraged unless it illuminates identification signage on the building facade.

2.10 SIGNAGE

The overall objective of the standards herein is to ensure that signage does not detract from the sense that Ashland City's environment is a continuous landscape. The emphasis is on using signage for identification purposes not predominantly for advertising.

The Ashland City Sign Ordinance establishes in detail the signs that are permitted in each zone and those that are not permitted. It covers both temporary and permanent signs and should be consulted for specific requirements.

3. PROCEDURES

3.1 SUBMISSION REQUIREMENTS

Design review occurs in the context of the required Plot Plan (see Section 3.120 of the Zoning Ordinance). The Ashland City Municipal Planning Commission is required to approve the design of a project prior to issuance of a building permit. A site plan or plot plan drawn to scale of sufficient size to show clearly:

- The dimensions, orientation and acreage of each lot to be built upon
- The layout of the entire project and its relationship to adjacent properties
- The location and dimensions of present and proposed streets and highways
- The location of points of entry and exit for vehicles and internal circulation patterns
- The location and layout of all paved areas including off-street parking and loading facilities.
- All existing and proposed topography, with contours at intervals of no more than 2-feet in areas that are disturbed.
- The size, shape and location of existing and proposed construction with uses noted.
- See Section 3.120 of the Zoning Ordinance for additional information.
- The seal of a civil engineer or surveyor licensed in the State of Tennessee.

A site landscaping plan, either as a separate drawing or integrated with the site plan above, showing:

- The location of existing vegetation including all trees of over 18-inch diameter to be retained or removed.
- Proposed site landscaping with size, species, and numbers noted.
- The location of all walls, fences, and railings with indication of their height and construction materials
- The location of exterior lighting and types of illumination sources, adequate to determine its character and enable review of possible hazards and disturbances to the public and adjacent properties.
- The location of exterior freestanding signs.

Schematic building plans drawn to scale, including:

- Exterior building elevations indicating materials to illustrate their appearance.

The Ashland City Municipal Planning Commission may waive any of the

above submittals considered unnecessary. It may also require such other information or exhibits, including samples of proposed building materials, considered necessary to reach an informed decision on compliance with these design standards.

3.2 REVIEW PROCESS

1. Prospective applicants are encouraged to schedule an informal submission meeting with City staff early in the design phase, in order to be aware of conditions and constraints of the site and to familiarize themselves with the standards that will be applied.
2. The Ashland City Municipal Planning Commission will review proposals based on the standards and guidelines in this manual. The Planning Commission may approve plans as submitted, approve plans with specific conditions including items which must be changed, or disapprove plans but invite resubmission based on modified designs, or disapprove plans.
3. Copies of the minutes along with any conditions of approval by the Ashland City Municipal Planning Commission will be made available to the applicant. If the proposal has been disapproved, the Commission will indicate the changes which, if made, might result in approval of the project.
4. The City Building Official will be responsible for ensuring that any conditions imposed at the time of design approval are met in final plans submitted for building permits, and that final plans submitted are in substantial accord with plans submitted for approval.
5. Prior to obtaining a final permit for use and occupancy, the applicant must submit a certificate of compliance as provided in Article VII, Sections 7.030 (Building Permits) and 7.050 (Certificates of Occupancy) of the Zoning Ordinance.

4. A DESIGN REVIEW CHECKLIST

The checklist indicates items which must be addressed in the application for design approval. The items may be dealt with in drawings and exhibits, or in a written narrative which accompanies the application and notes how the design standards have been met.

1. Site Layout

- Site plan includes all the necessary information (see Submission Requirements).
- Percentage of site devoted to permeable surfaces.
- Distances between curb cuts and their widths noted.

2. Grading, Drainage and Topsoil Preservation

- Existing and proposed topography shown at 2-foot intervals.
- Estimates of the amounts of material to be exported or imported to and from the site.
- Runoff calculated and detention planned.

3. Preservation of Existing Trees and Site Features

- Existing trees and vegetation areas noted, with all trees over 18", diameter located precisely with tree type.
- Replacement trees for large trees to be removed shown.
- Special site features noted, with plan for their protection.
- Important views across the site to lakes or landmarks shown.
- Age of existing structures on site noted with plans for conservations of structures over 50 years old.

4. Architectural Character

- Building elevations shown with materials noted and colored to accurately represent built appearance.
- For prototype designs, indicate how they have been adapted to Ashland City setting.
- Location of building service areas noted, with screening provided.
- Location of exterior mechanical equipment noted, with plans for screening.

5. Parking Configurations

- Capacity of parking areas, lane and bay widths noted on plans.
- Directions of movement shown.
- Runoff locations and detention areas shown.
- Computation of landscaped area within parking areas made and noted.
- Plan for protecting existing trees in parking areas noted.

6. Landscape

- Location, size and species of all planting noted on plans.
- Note conformance of plans to minimum landscape standards.

7. Screening

- Locations of all screening shown on plans, along with designs for screening and materials.
- Note how screening plans conform to design standards.

8. Pedestrian Circulation

- Indicate location of sidewalks along street and pedestrian connections to sidewalk.
- Locate pedestrian areas on adjacent sites and indicate how connections

have been made to them.

9. Lighting

- Locate lighting sources and illustrate design of standards.
- Calculate lighting levels and evenness ratio.
- Indicate any special provisions to shield light from adjacent properties.

10. Signage

- Locate any project identification signs, major accessory business signs, directional signs or project directory signs on plans.
- Submit designs for each sign including details on illumination.
- Indicate on rendered elevations the size, location and character of all establishment signs mounted on the face of buildings.
- Make calculations of allowable sign area and compare to actual sign area proposed

Ordinance _____

AN ORDINANCE TO AMEND TITLE 1 OF THE ASHLAND CITY MUNICIPAL CODE BY ADDING A NEW CHAPTER 5 CREATING THE POSITION OF CITY ADMINISTRATOR

WHEREAS, Section 20 of the Charter of the Town of Ashland City provides in part that, “The City Council may appoint a City Administrator who shall be under the control and direction of the City Council including the hiring and firing of a City Administrator. The City Administrator shall report to and be responsible to the City Council. “

WHEREAS, Section 20 of the Charter also states that upon passage of an Ordinance that the City Council may require certain responsibilities of the City Administrator.

WHEREAS, the city council recognizes that hiring a trained management professional to oversee the day-to-day operations of the town is the best way to ensure the town’s services are provided in the most efficient and effective manner;

NOW THEREFORE, be it ordained by the council of the Town of Ashland City Tennessee as follows:

Section 1

Title 1 of the Ashland City Municipal Code is amended by adding the following new Chapter 5:

Chapter 5

City Administrator

Section 1-401. Position created

Section 1-402. Qualifications and selection

Section 1-403. Tenure and compensation

Section 1-404. Duties

Section 1-405 Bond

Section 1-406 Residency requirement

1-401. Position Created. There is hereby created the position of City Administrator.

1-402. Qualifications and selection. The city administrator shall, at a minimum, have a bachelor’s degree, although a master’s is preferred, in public administration, business administration, political science, or related field from an accredited college or university with a minimum of 5 to 7 years

executive management experience in government or a closely related field which includes operations, budgeting and managing personnel. City administrator should have a working knowledge of government finance and should possess high level communications skills.

The City administrator shall have the ability to study municipal operations and make recommendations to the Board for improvements. . The city administrator shall have the ability to establish and maintain effective working relationships with the general public, employees, and elected officials. The city administrator shall be able to operate effectively and efficiently in a team environment. He or she shall be detail oriented and self-motivated.

The city administrator shall be appointed by majority vote of the City Council, and said appointment shall be based solely upon merit, taking into account each candidate's education, work experience, personal skills and technical skills. The mayor and city council members will jointly participate in interviews for the city administrator position with a majority vote needed to hire the city administrator.

1-403. Tenure and compensation. The city administrator shall be an employee at will of the Town and serve at the will of the city council. The city council shall determine appropriate employee benefits and compensation of the city administrator and said salary and benefits shall be provided for in the annual budget that is approved by the city council.

1-404. Duties. The primary duties of the city administrator will be assigned by the Council but may include, but are not limited to, the following:

1. Responsible for the daily and efficient operation of city functions and services.
2. Manages, works with and supervises all department heads for the overall operation of the city to expedite workflow and to improve efficiency and effectiveness of operations as well to providing support to department head when needed in performing duties and complaints..
3. Attend all official meetings of the city council and its committees including but not limited to the Planning Commission with the right to take part in all discussions, but not vote.
4. Recommend to the Council the adoption of all such ordinances, resolutions or other action that he or she deems necessary.
5. Assist Mayor, Financial Director and department heads with preparation and implementation of the annual budget for all funds and departments. Charged with oversight of departmental budget development.
6. Coordinate long range budget planning efforts and prepare capital project budgets for the city.
7. Works with Department heads to issues written and oral instructions; assigns duties and examines work for exactness, professional presentation, and conformance to policies and procedures.
8. Facilitates positive, professional attitude among workers and resolves grievances.
- 9.
10. Ability to develop the city's workforce into an effective team. Also, able to integrate the employee team with the council in order to achieve goas and provide effective services.
11. Prepares a variety of studies, reports, and related information for decision making purposes as needed including making presentations to the Board and committees, civic groups and general public as well as keeping the council advised as to the condition and needs of the City

12. Nominate individuals to Mayor for appointment as department head and supervise activities of all department heads.
13. Initiate discipline and discharge proceedings against department heads and employees with the concurrence of the mayor.
14. .
15. Make recommendations to the Council for improving the quality and quantity of services to be rendered by the employees to the public.
16. Monitor all available grant opportunities and administer and coordinate all state and federal grants received by the city.
17. To implement personnel ordinances, rules and regulations as adopted by the Council.
18. Prevent the incurring of expenditure obligations without approval unless funds are available for the expenditure.
19. Responsible for maintaining property and liability insurance as well as obtaining bids when necessary.
20. Coordinates special projects for the city, including the planning, design, implementation, and evaluation of construction/renovation projects, management studies, introduction of new programs, and various professional services.
21. Oversees professional contractors and or consultants providing services for city projects as well as facilitates cooperation with the project throughout the organization and provides information and support as needed.
22. Works with the City Recorder to review and approve for appropriateness and sufficiency of all contacts, obligating documents, payments, and other documents requiring the Mayor's signature along with the city attorney prior to the Mayor's signatures.
23. Represents the Mayor and the city at various meetings, functions, and events; serves as a liaison to various civic or governmental organizations and committees; confers regularly with officials from the other municipalities, chamber of commerce, authorities and commissions and keeps the mayor apprised of activities.

Section 1-405. Bond. The city administrator shall be bonded in such sum as may be fixed by and with such surety as may be acceptable to the city council. The town shall pay the cost of said bond.

Section 1-406. Residency requirements. The city administrator need not be a resident of Ashland City or Cheatham County. However, the city administrator should live within a commutable distance to Ashland City so all functions of the position can be more efficiently fulfilled.

Section 2

This Ordinance shall take effect 20 days from and after its final passage.

Passed 1st reading _____

Passed 2nd reading _____

Mayor

Interim city recorder

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

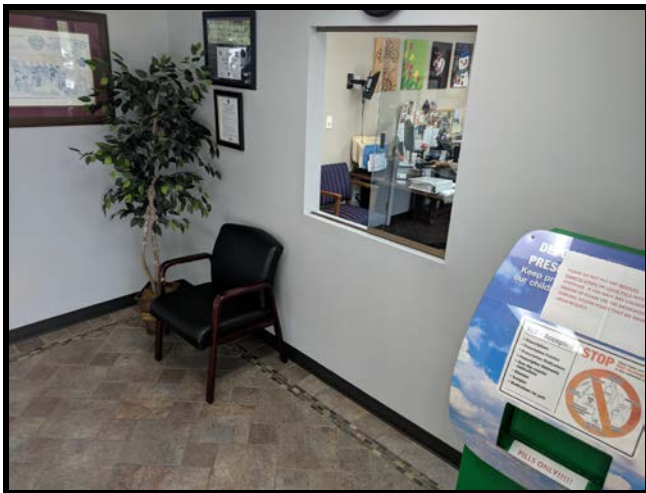
The interiors of four public buildings or physical holdings were evaluated for ADA compliance. Facilities were selected included those clearly open to the public on a daily or continual basis or those specified by Department Directors as a location for public use or event on a non-continual basis. Public 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.

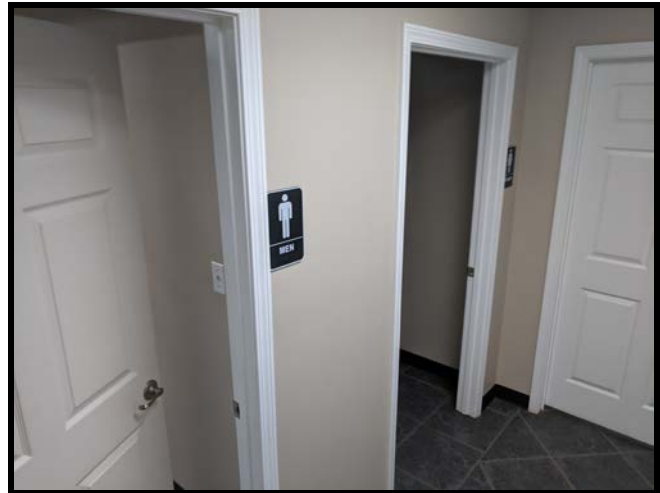
Table 3.1.1-Public Buildings-Interior

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



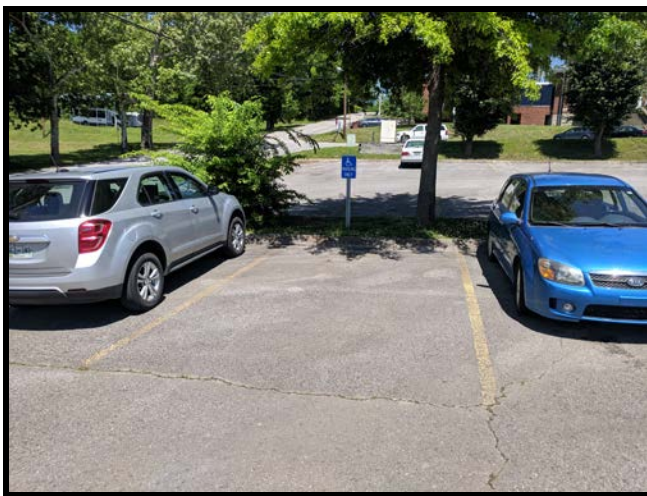
Parks/PW Dept. Service Counter Too High

3.1.2 Public Buildings-Parking Lots

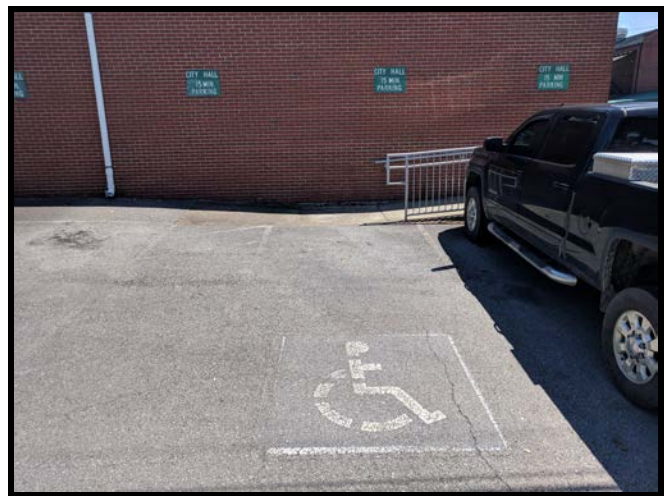
Exterior parking lots for the four facilities were surveyed for ADA compliance. Characteristics such as ADA parking space availability, number of spaces based on lot size, signage, widths, access aisles and proximity to building entry were evaluated. It should be noted that, for facilities that generally 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

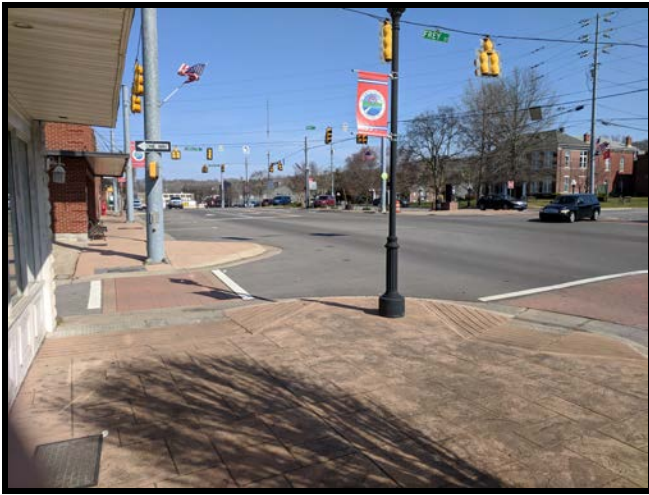
Metric	1: Main St. & Cumberland	2: Main Street & HWY 49	3: Main Street & Stratton
	Space	Space	
Multiple Pushbuttons <10' Apart	Existing are compliant	Existing are compliant	Existing are compliant
Locator Tone	None or n/a	None or n/a	None or n/a
Tactile Arrow	None or n/a	None or n/a	None or n/a
Speech 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).

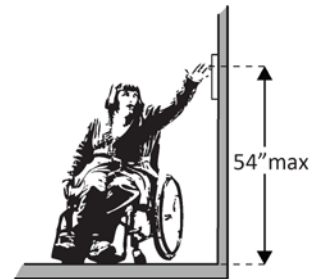
Note that the presented Appendix A guidelines are not comprehensive. Rather, CSR has elected to provide the typical or most applicable requirements and schematics for each type of facility evaluated. Please refer to the above guidelines for more detailed requirements or design criteria.

Public Buildings-Interior

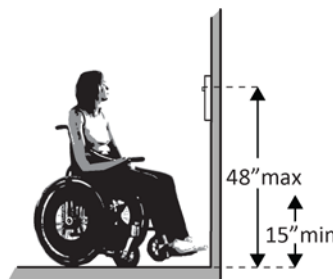
Access routes are at least 36 inches wide.



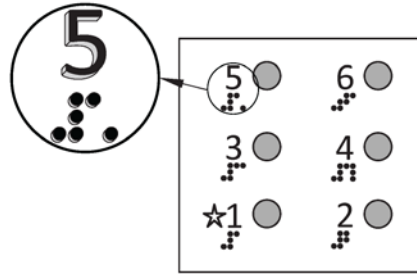
Elevator call buttons no higher than 54 inches.



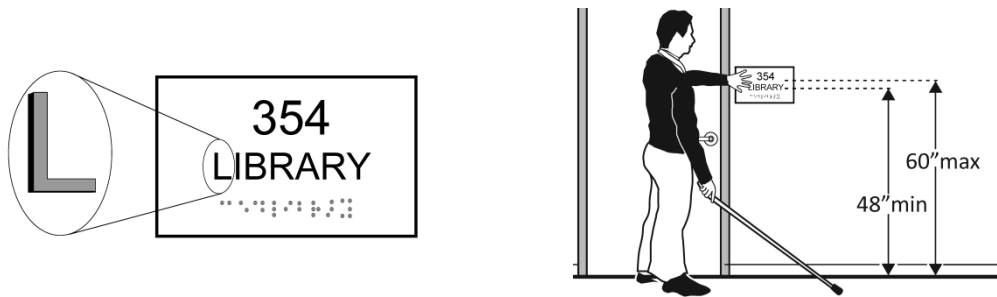
Elevator in-car controls are no less than 15 inches and no greater than 48 inches above floor.



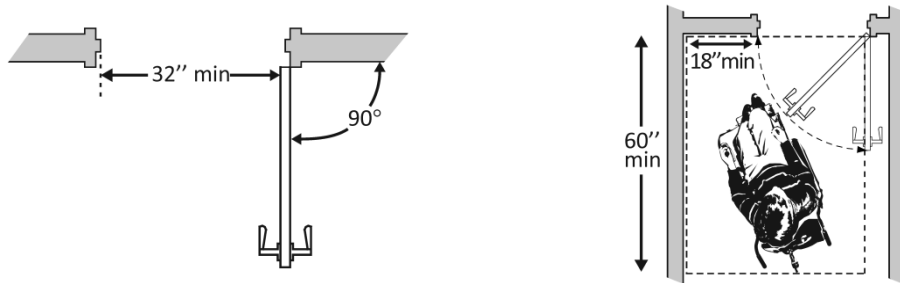
Elevator in-car buttons are designated with raised characters.



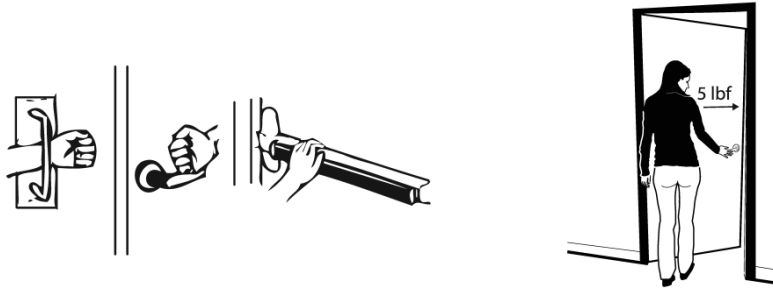
Permanent room signs marked with raised text, braille and mounted on latch side of door.



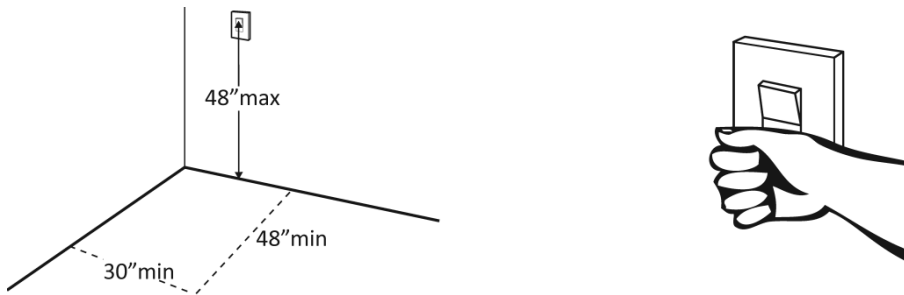
Interior door openings must have at least 32 inches clear at 90 degrees open and have maneuvering clearance.



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.

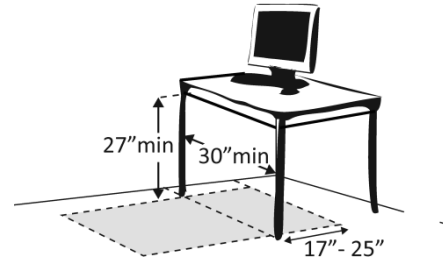
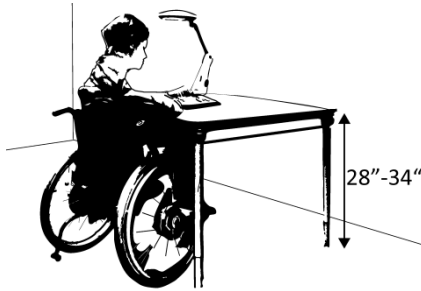


Adequate number of wheelchair spaces; clear line of sight, spacing provided in assembly areas.

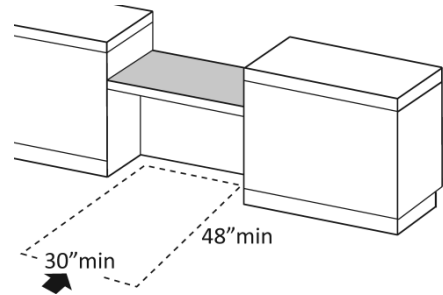
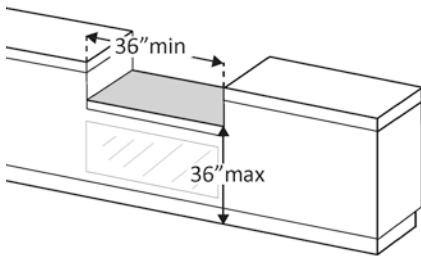
# of Seats	Wheelchair Spaces
4 - 25	1
26 - 50	2
51 - 150	4
151 - 300	5



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



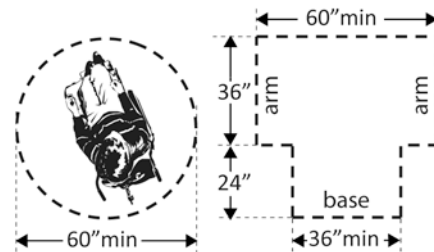
Sales and Service Counters no higher than 36 inches above floor and at least 36 inches long. Clear floor space at least 30 inches wide by at least 48 inches long for approach.



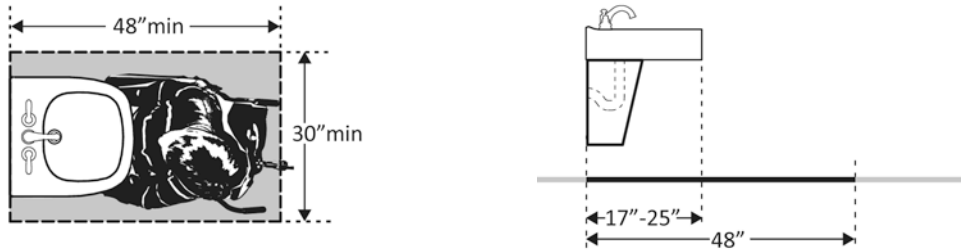
Signs at inaccessible toilet rooms should give direction to nearest compliant toilet room which should have International Symbol of Accessibility.



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.



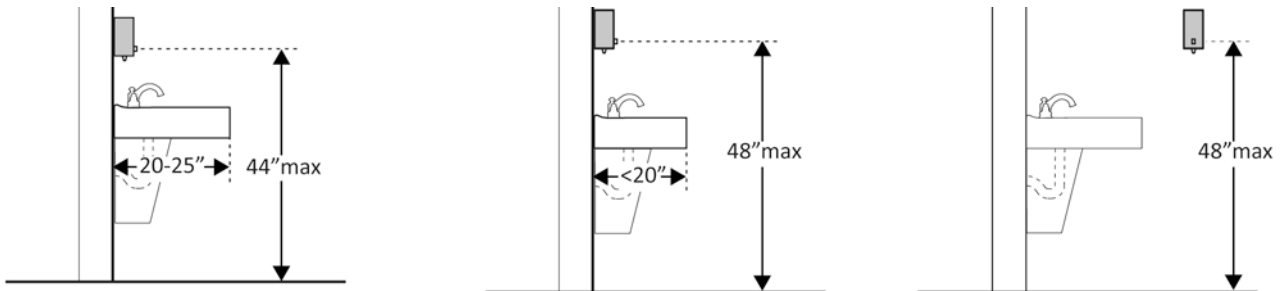
One lavatory should have a clear floor space for a forward approach of at least 30L x 49W inches with no less than 17 inches and no greater than 25 inches if clear floor space under the lavatory for faucet reach.



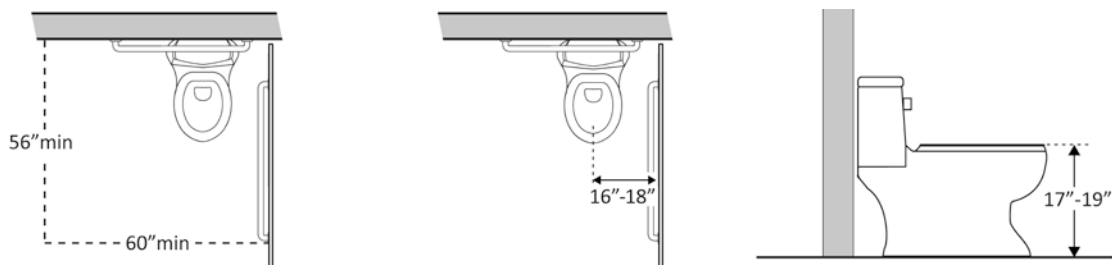
Front of lavatory or counter no more than 34 inches above floor; at least 27 inches knee space clearance from the floor to bottom of lavatory.



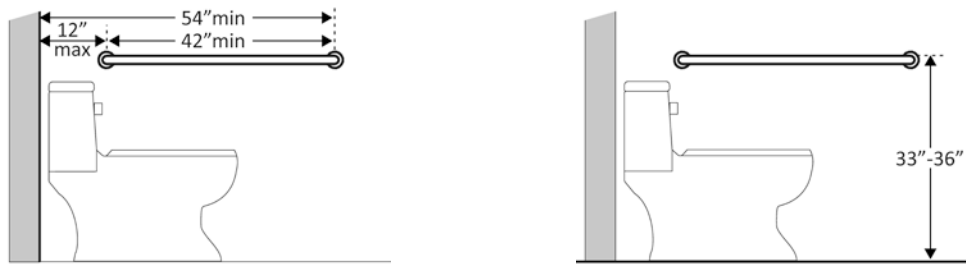
Soap dispensers, hand dryers and towels dispenser should be with range of the following reaches.



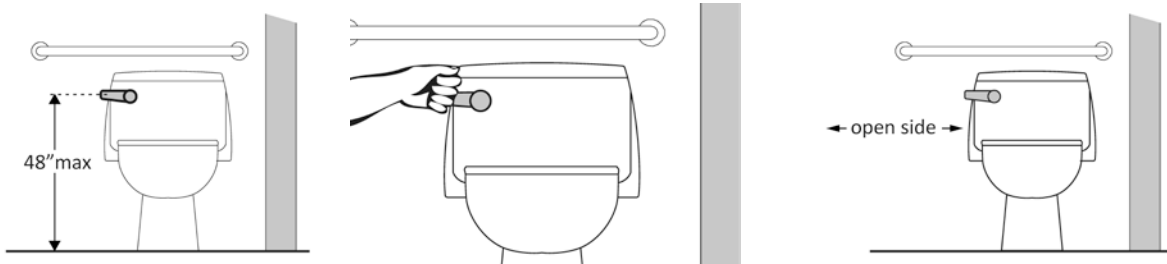
Clearance provided around the toilet measuring at least 60 inches from the side wall and at least 56 inches from the rear wall? The centerline of the toilet no less than 16 inches and no greater than 18 inches from the side wall or partition. The height of the toilet no less than 17 inches and no greater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



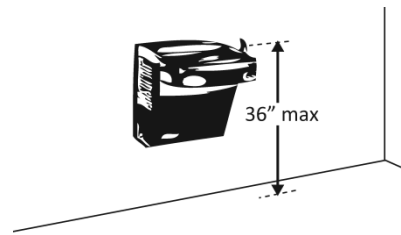
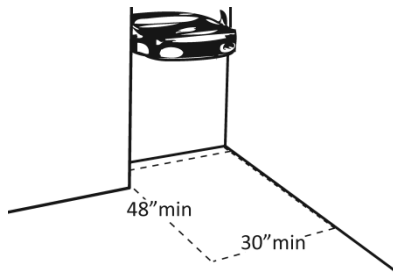
The toilet paper dispenser located no less than 7 inches and no greater than 9 inches from the front of the toilet to the centerline of the dispenser. Dispenser outlet located no less than 15 inches and no greater than 48 inches above the floor.



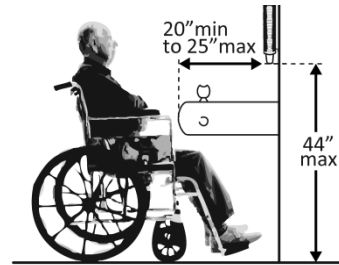
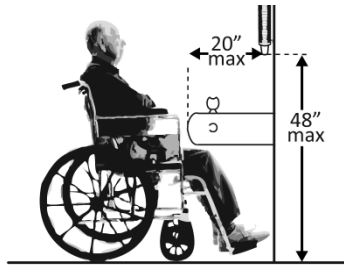
Clearance of stall door opening width at least 32 inches and self-closing.



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.

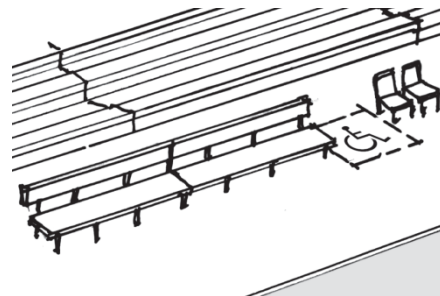
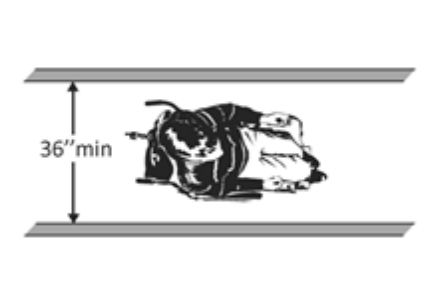


Fountain should be mounted according to the following dimensions.

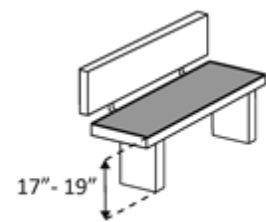
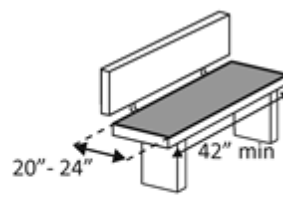
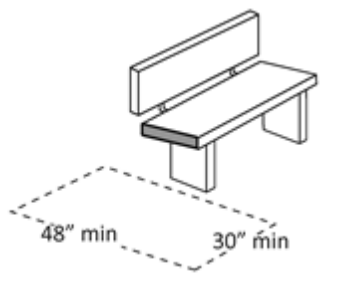


Public Facilities-Recreational

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.

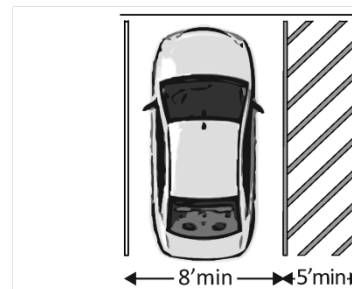


Public Buildings & Facilities-Approach, Parking and Entrance

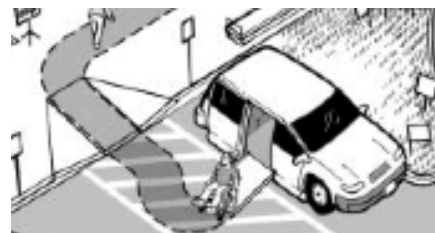
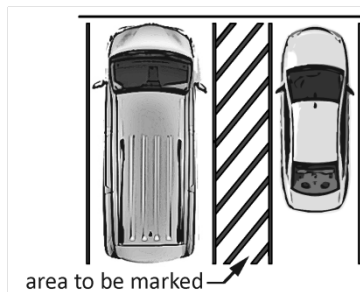
An adequate number of accessible spaces should be provided. For every 6 or fraction of 6 accessible spaces, one should be van accessible. Accessible spaces should be at least 8 feet wide with access aisle of at least 5 feet wide.

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

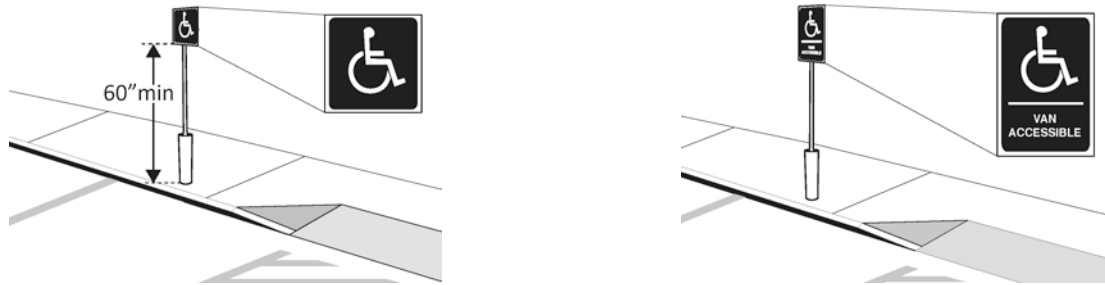
100+ see 2010 Standards 208.2



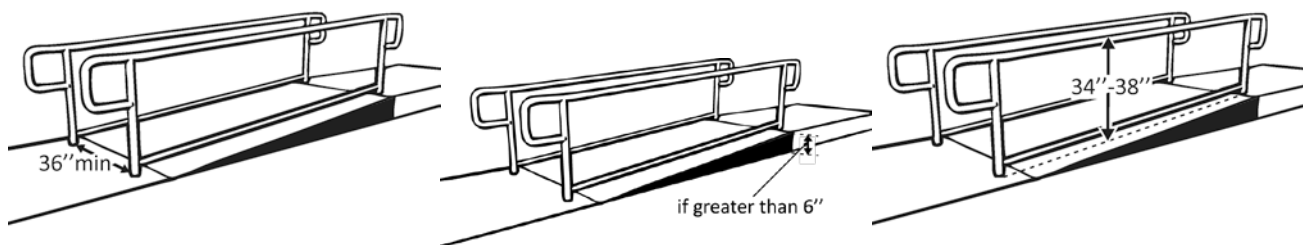
Access aisle should be marked to discourage parking and adjoin an accessible route closest to accessible entrance.



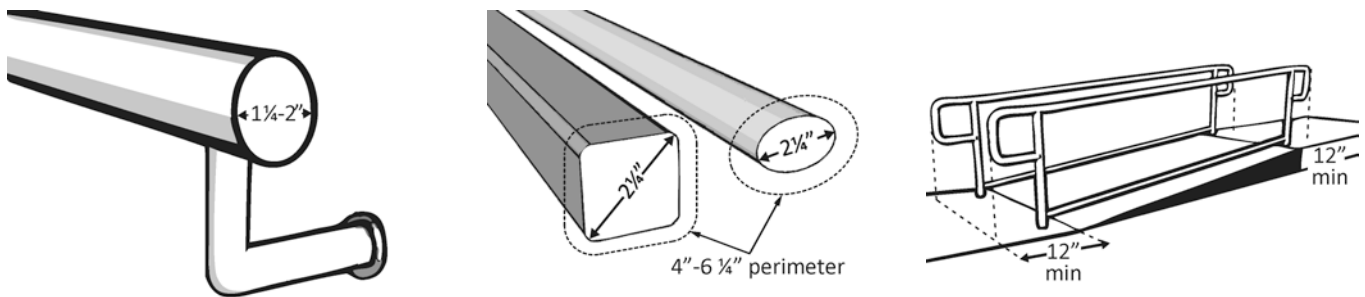
Accessible spaces identified with a sign that includes the International Symbol of Accessibility with bottom of sign at least 60 inches above the ground.



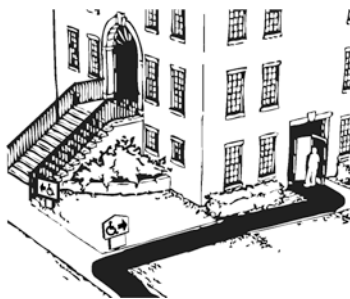
Approach ramps should be at least 36 inches wide. If rise is higher than 6 inches, handrails should be on both sides.



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



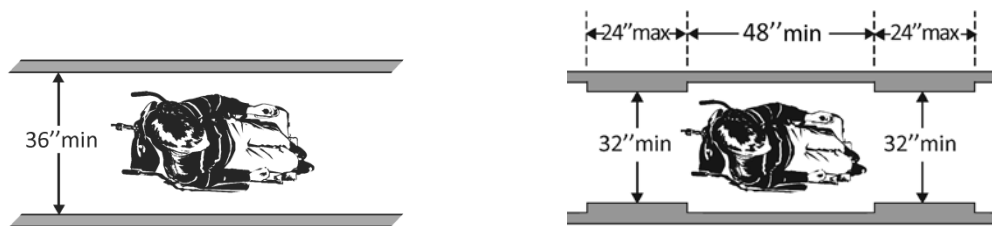
If the main entrance is not accessible, there should be an alternative accessible entrance. Inaccessible entrances should have signs indicated direction to nearest accessible entrance.



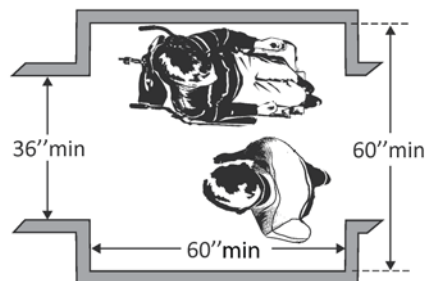
Pedestrian Access Route

- 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)

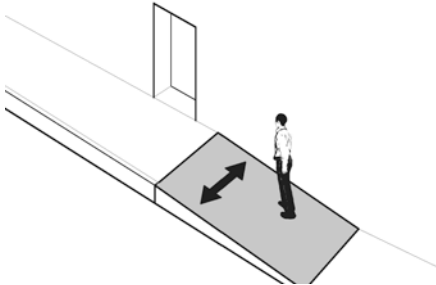
Route should be at least 36 inches wide exclusive of width of curb or can narrow to 32 inches minimum for a maximum length of 24 inches.



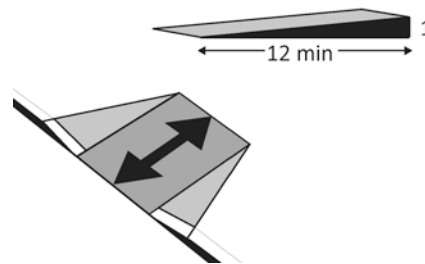
If route is greater than 200 feet in length and less than 60 inches wide, there should be a passing space no less than 60 x 60 inches.



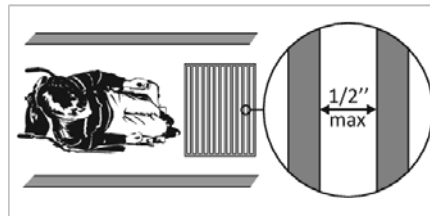
Cross slope no steeper than 1:48 (2%)



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.

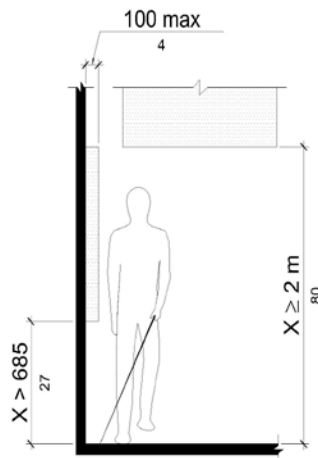
6.4 max
1/4

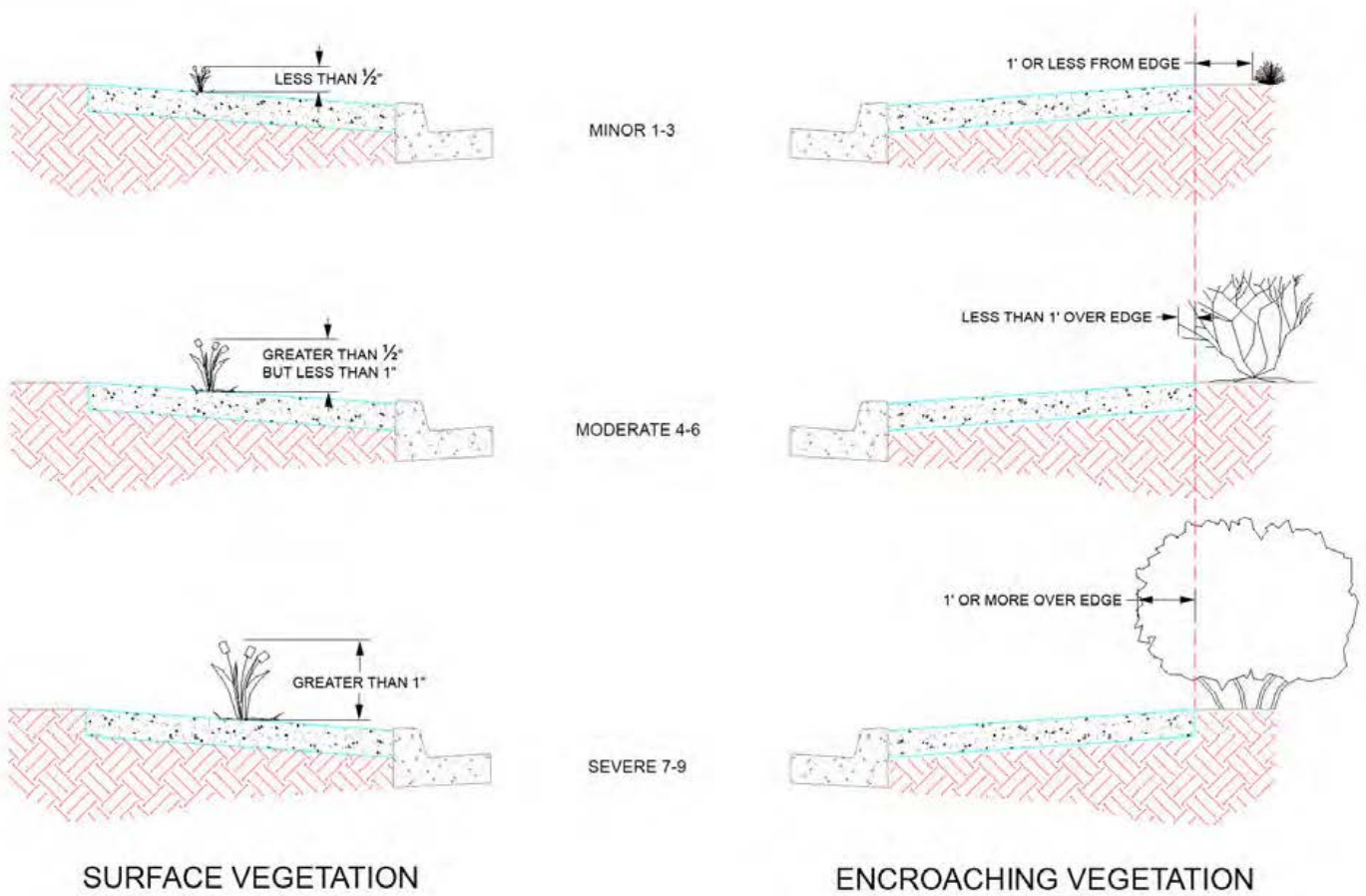
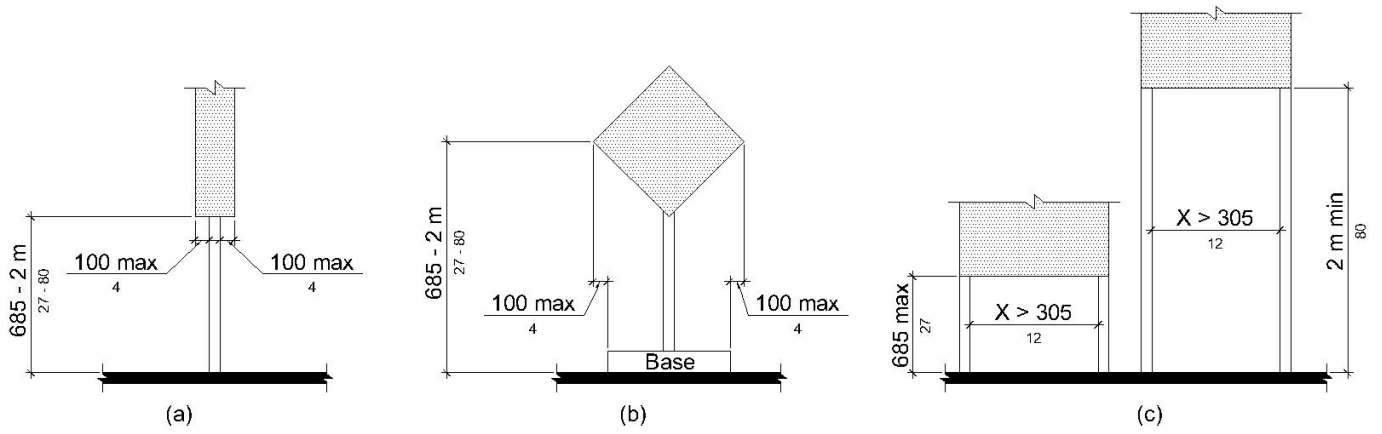


6.4-13
1/4-1/2

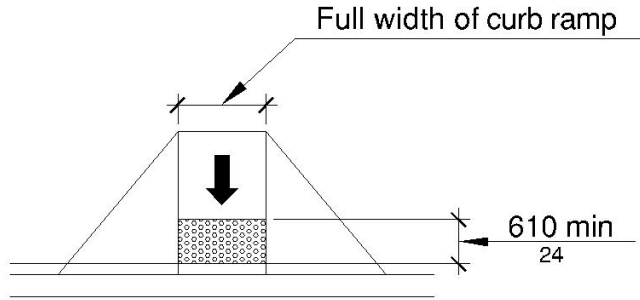


Obstructions and Protrusions disallows passable sidewalk space of 4', leading edges between 27" and 80" above the finished surface and protrude more than 4" horizontally into the path (utility poles, hydrants, mail boxes, vegetation, signs, furniture).

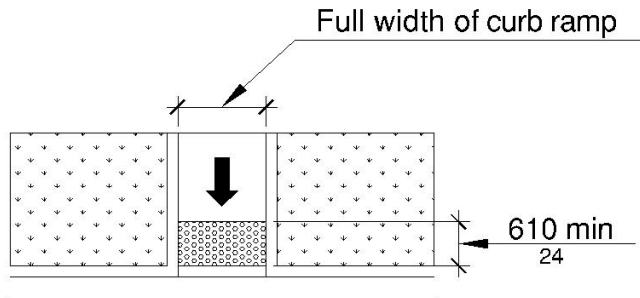




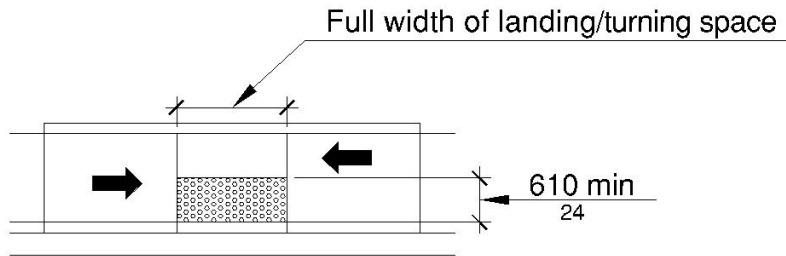
The following dimensions apply to the size, placement and extension of detectable warnings.



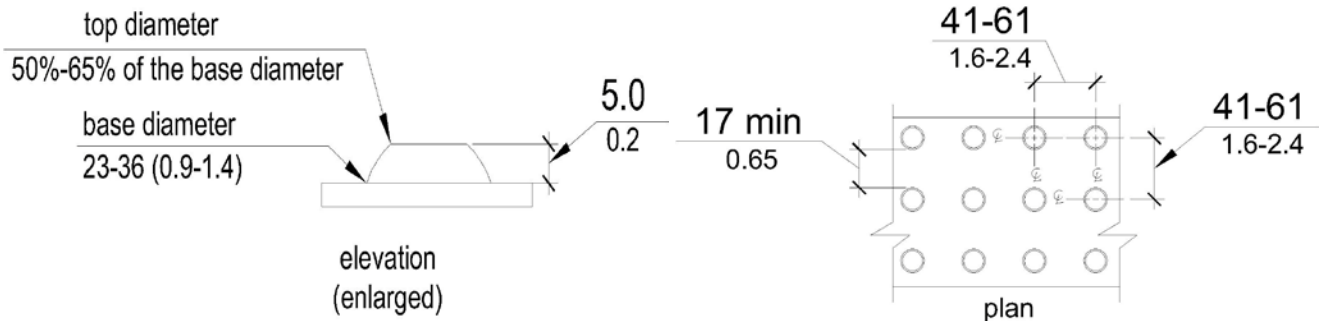
(a) perpendicular



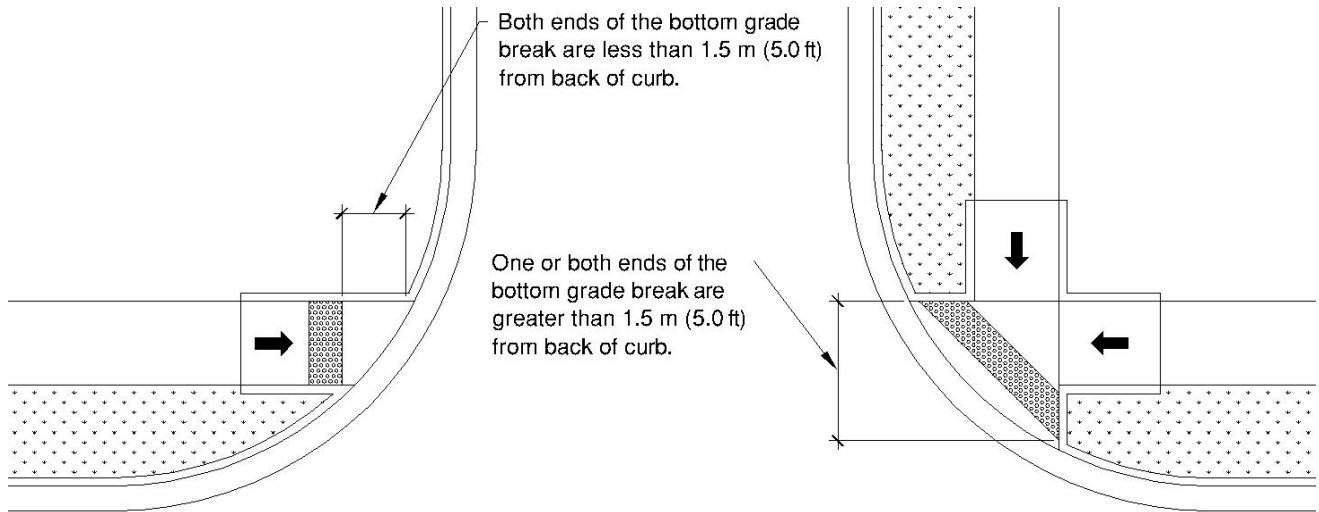
(b) returned curb



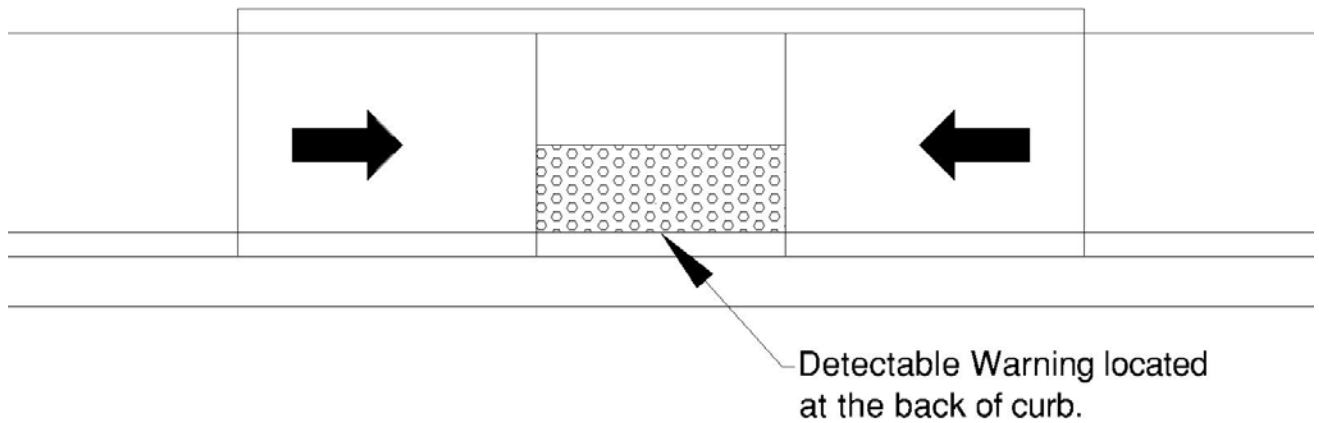
(c) parallel



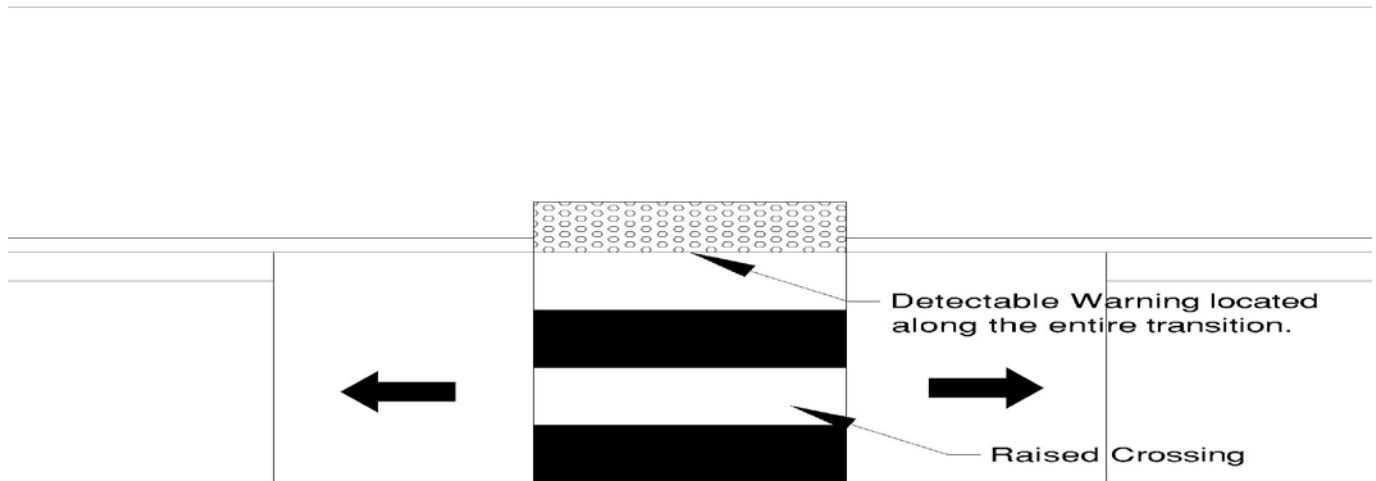
Perpendicular Curb Ramps-Detectable Warning Placement



Parallel Curb Ramps-Detectable Warning Placement



Blended Transition Ramps-Detectable Warning Placement

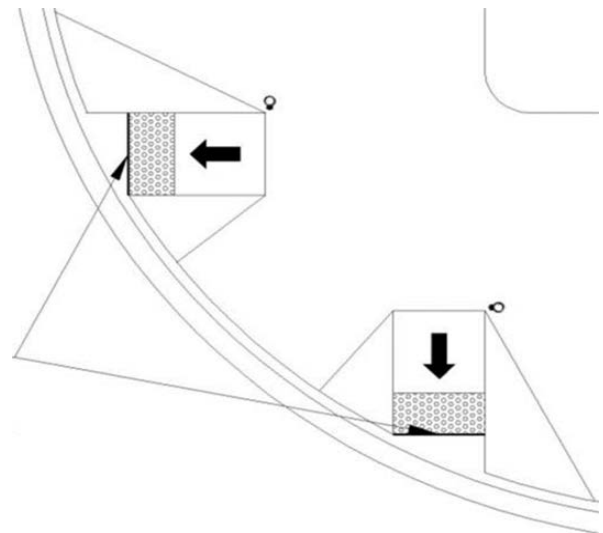


Pedestrian Access Route-Curb Ramps

- 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.

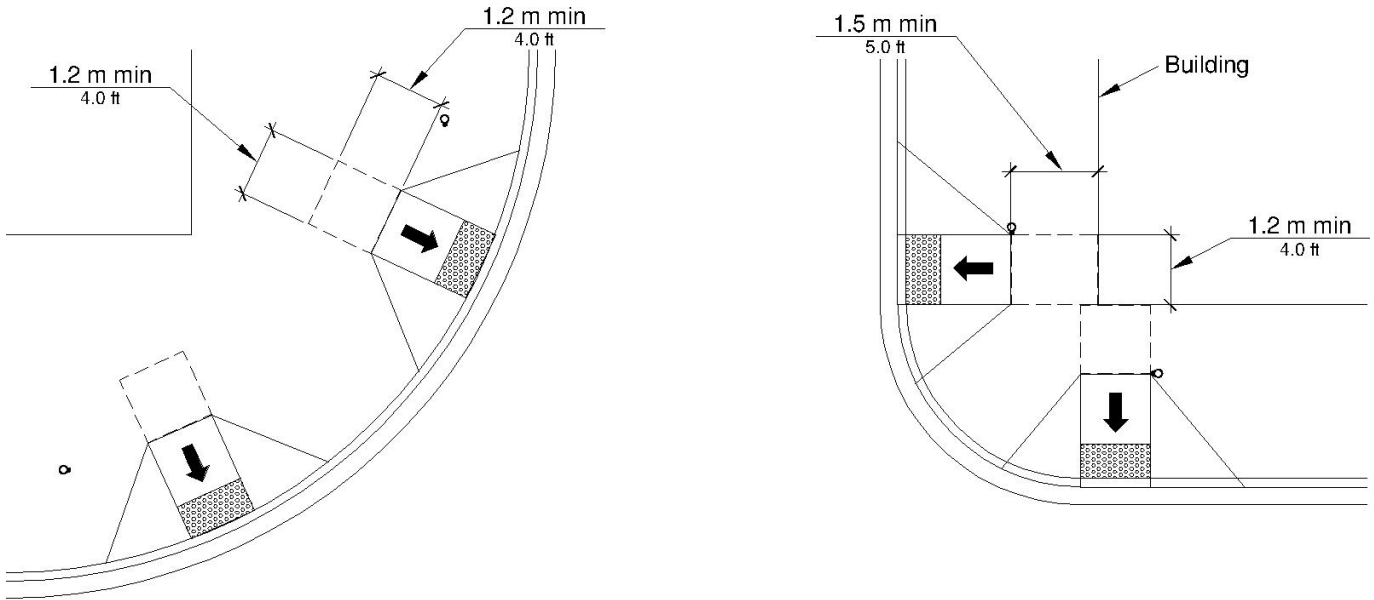
Typical/General requirements for curb ramps.

Perpendicular Curb Ramps

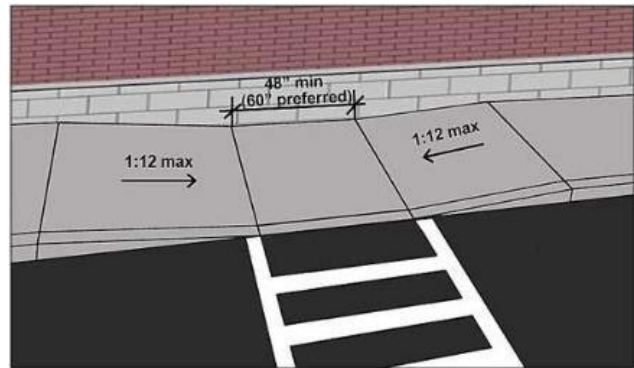
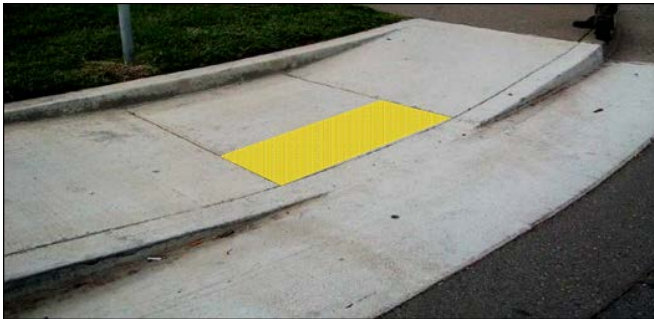


Note: The running slope of the curb ramp shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 4.5 m (15.0 ft). The running slope of the turning space shall be 2 percent maximum

Perpendicular Curb Ramps-Turning Space

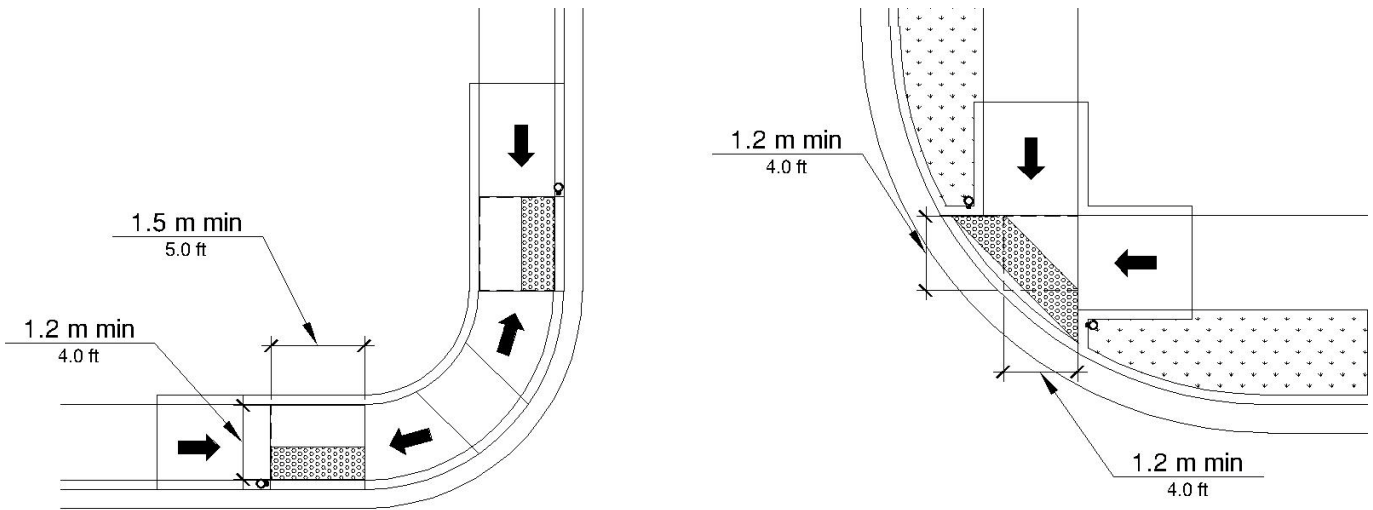


Parallel Curb Ramps

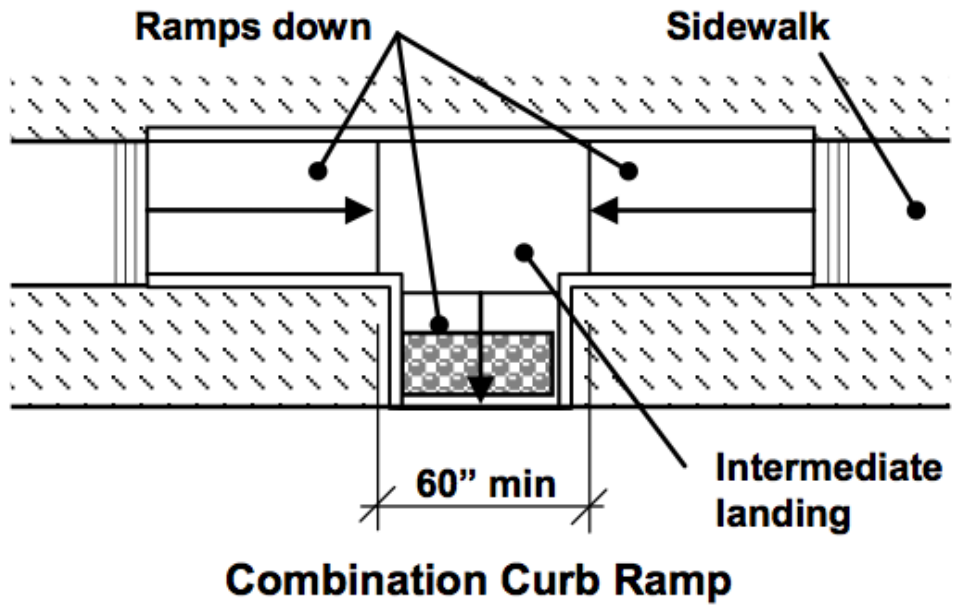


Note: The running slope of the curb ramp shall be 5 percent minimum and 8.3 percent maximum but shall not require the ramp length to exceed 4.5 m (15.0 ft). The running slope of the turning space shall be 2 percent maximum.

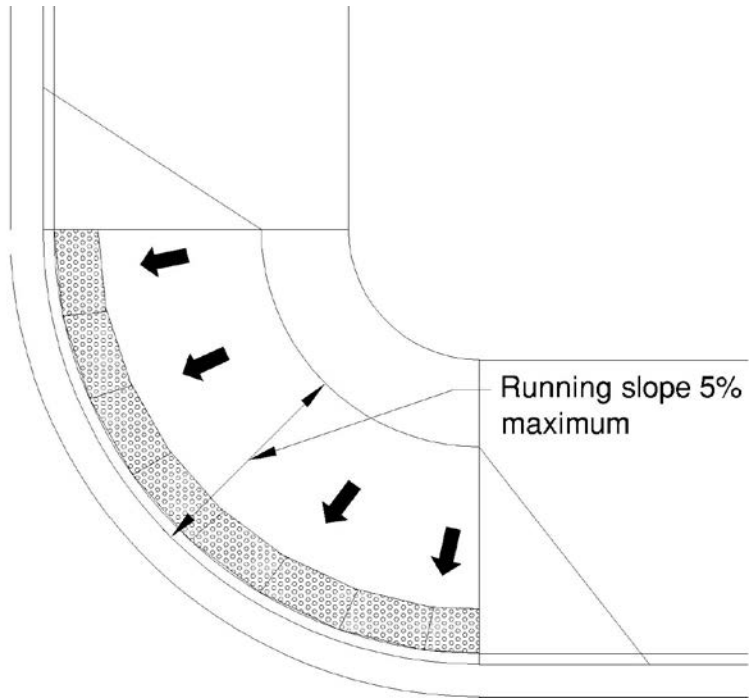
Parallel Curb Ramps-Turning Space



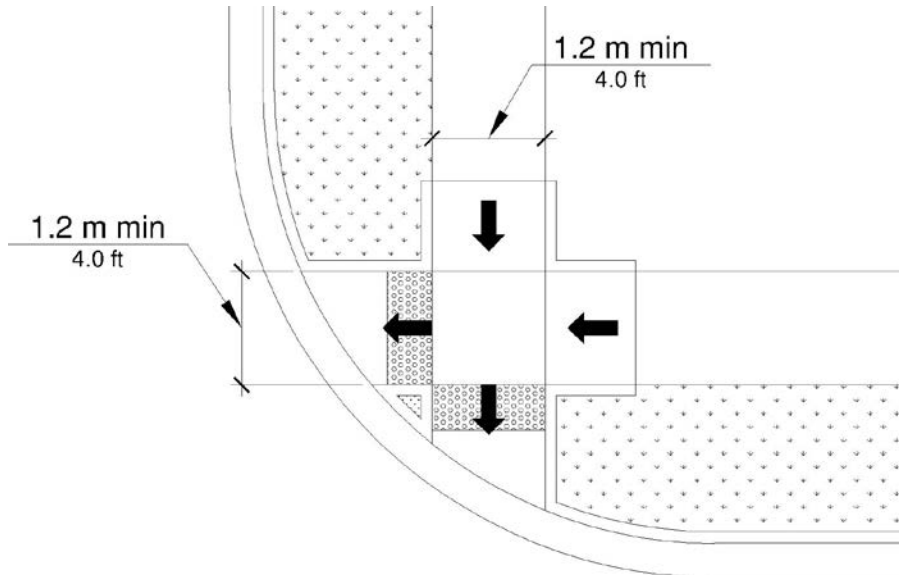
Combination Curb Ramps



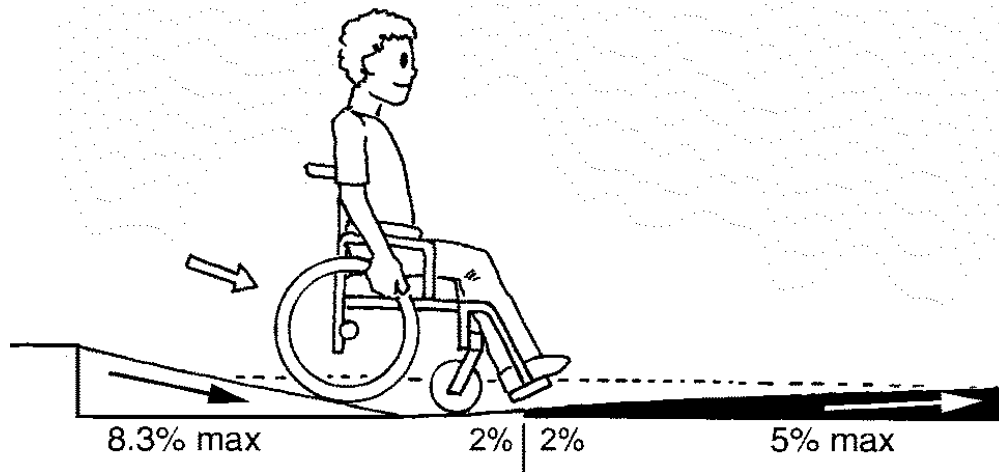
Blended Curb Ramps



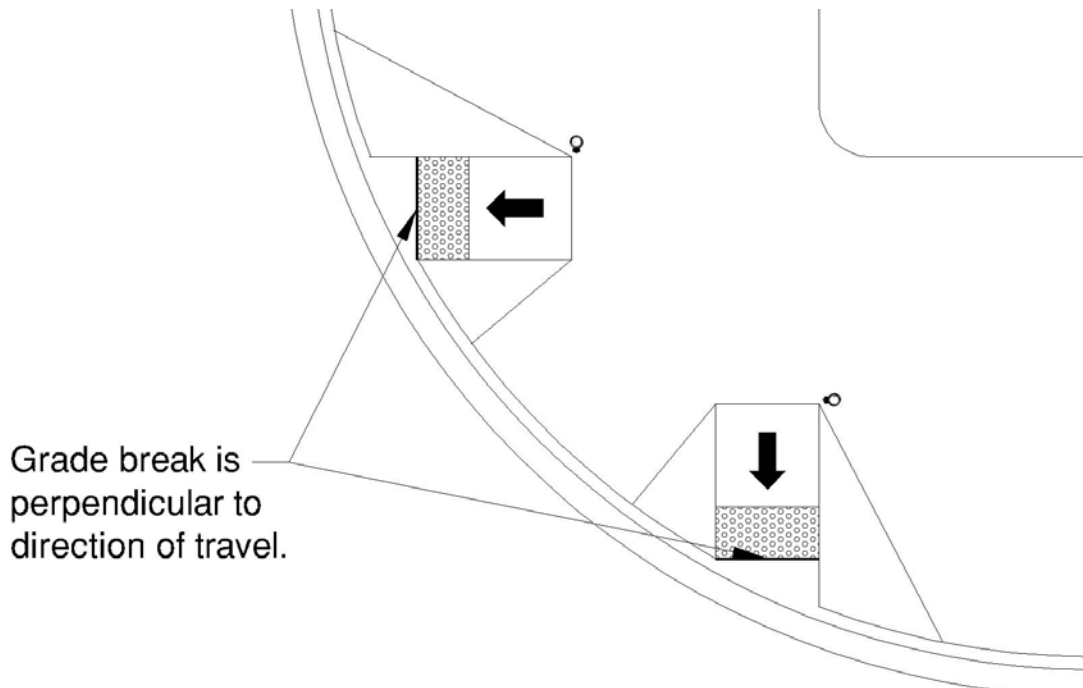
General Ramp Width



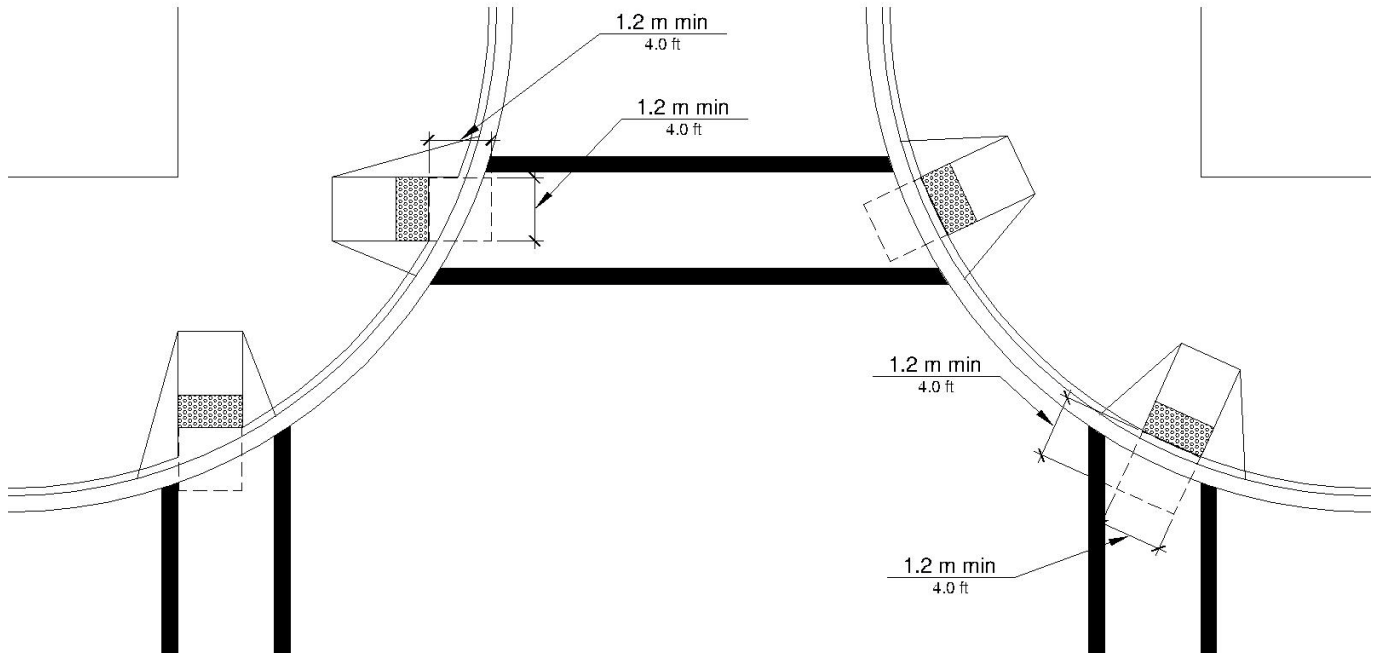
General Ramp Running and Cross Slopes



General Ramp Grade Breaks

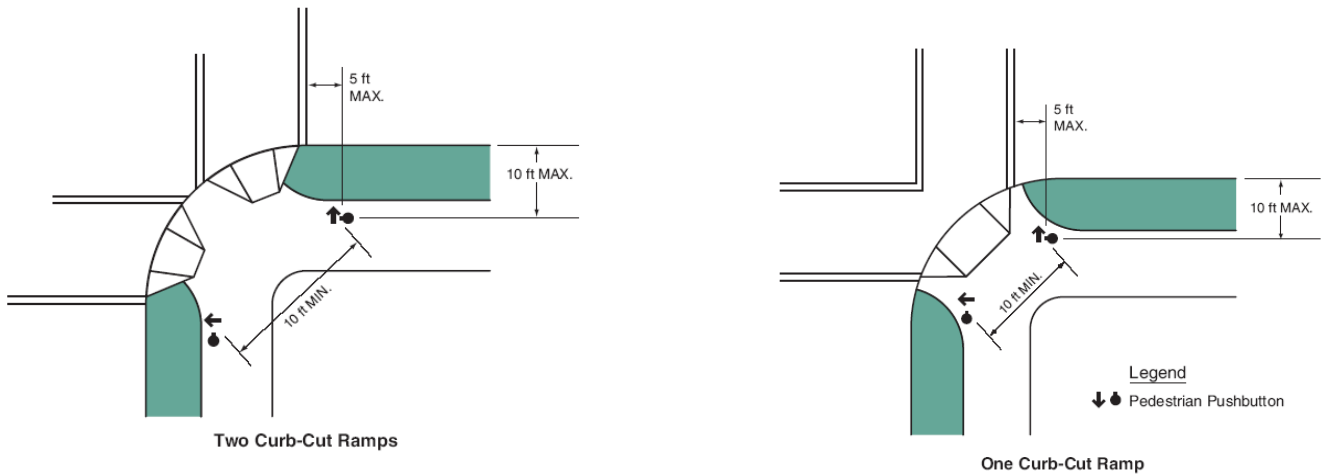


General Ramp Clear Space



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 Driveway 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	
		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.



FINAL DRAFT • November 2019

ASHLAND CITY

Community Mobility Plan

Kimley»Horn

U.S. Department of Transportation
Federal Highway
Administration

TN TDOT
Department of
Transportation



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

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 Nate Sweitzer, PLA, Kimley-Horn
 Nicole McVey, Kimley-Horn
 Catherine Hackett, Kimley-Horn

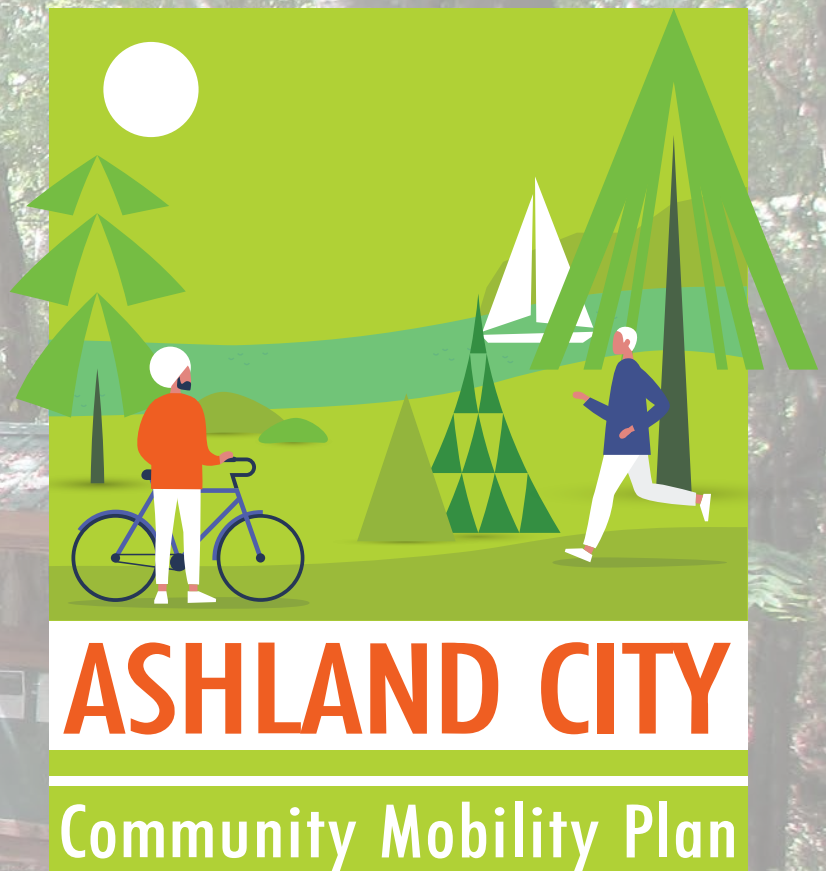
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 214 Oceanside Drive, Nashville, TN 37204
 615-564-2701 | www.kimley-horn.com

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INTRODUCTION ①



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

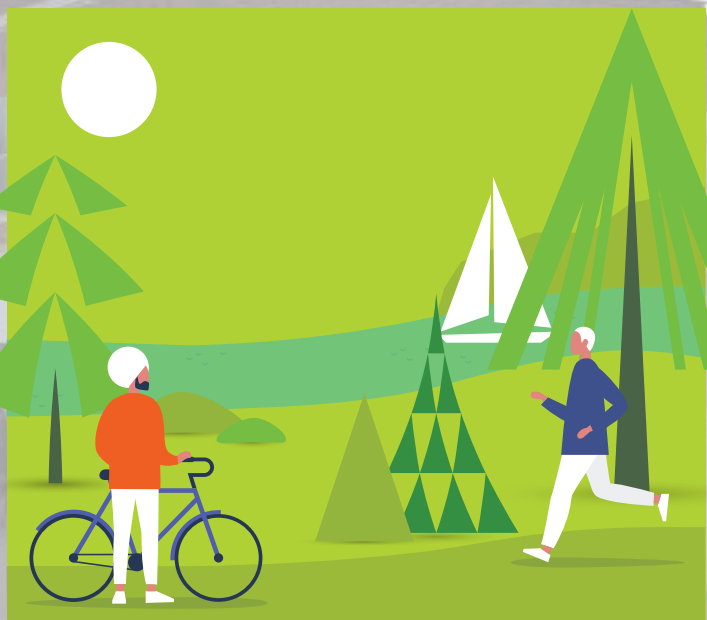
(See Funding Alternatives on page 38 for additional municipal grant opportunities)

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



Insurance
PA
792-5624

EXISTING CONDITIONS ②

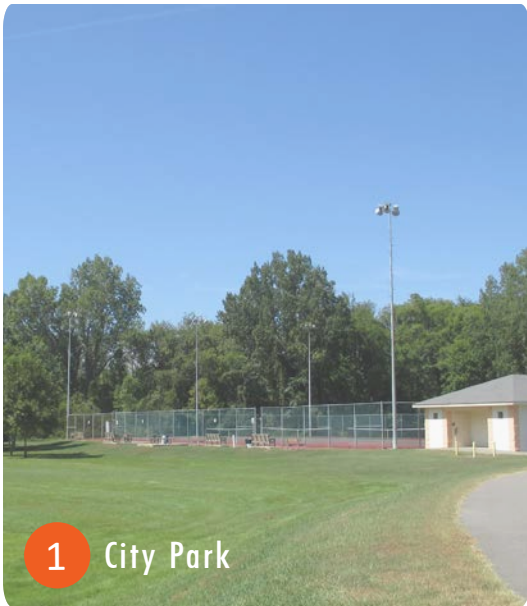


ASHLAND CITY

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

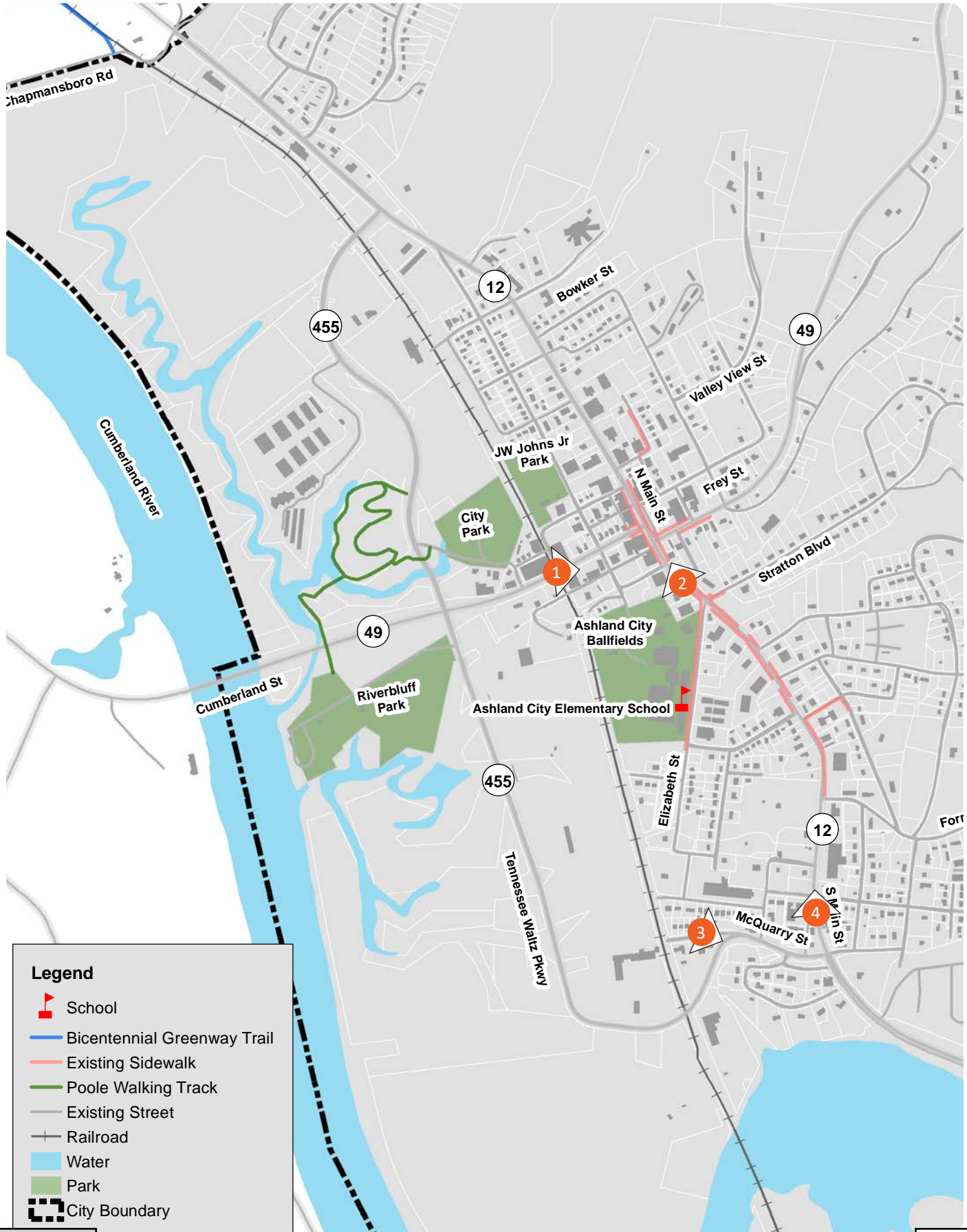
EXISTING CONDITIONS

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



Legend

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

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.

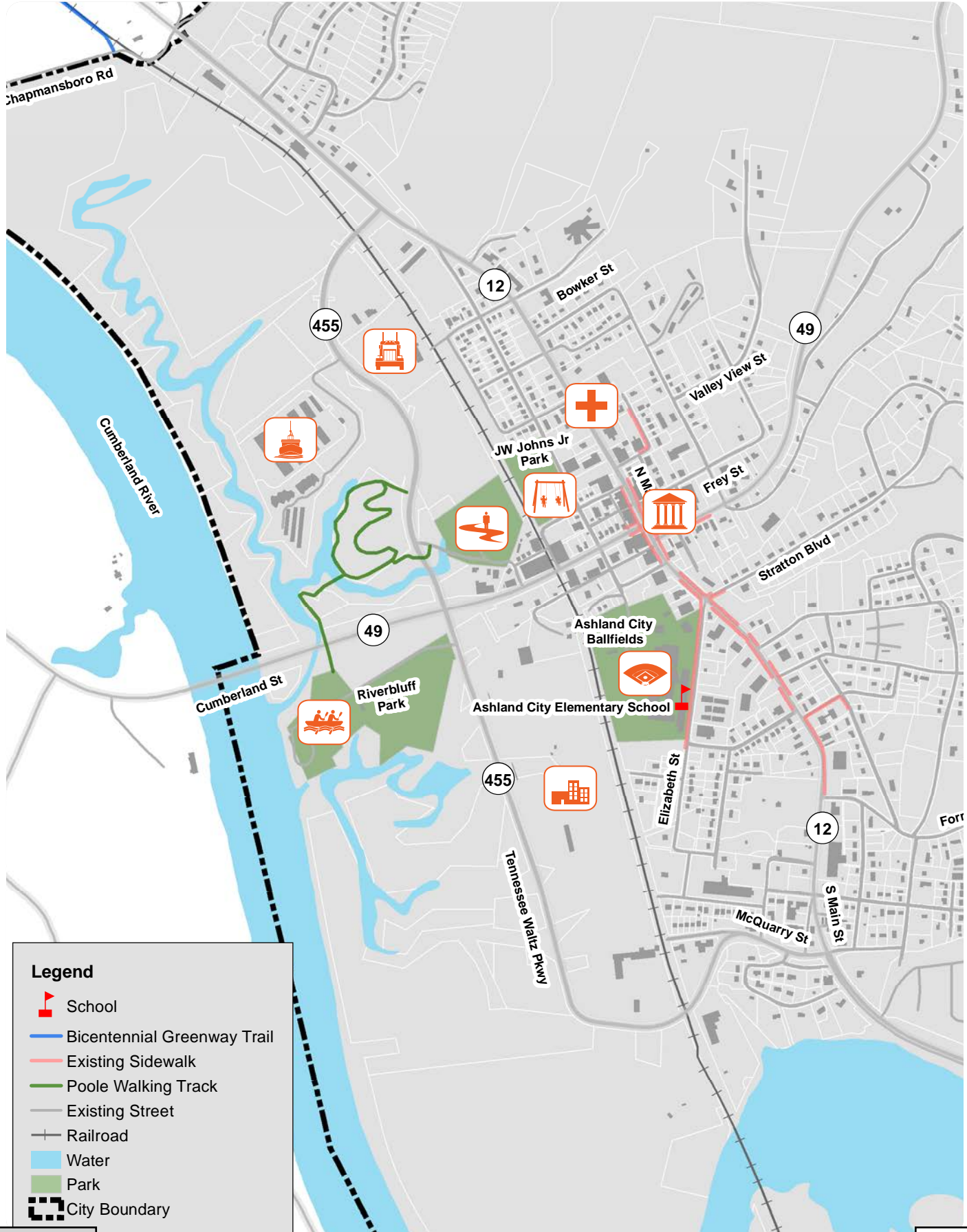
Additional Generators

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 alternative transportation options afford the Town many opportunities to thrive as it grows.

Trip Generators



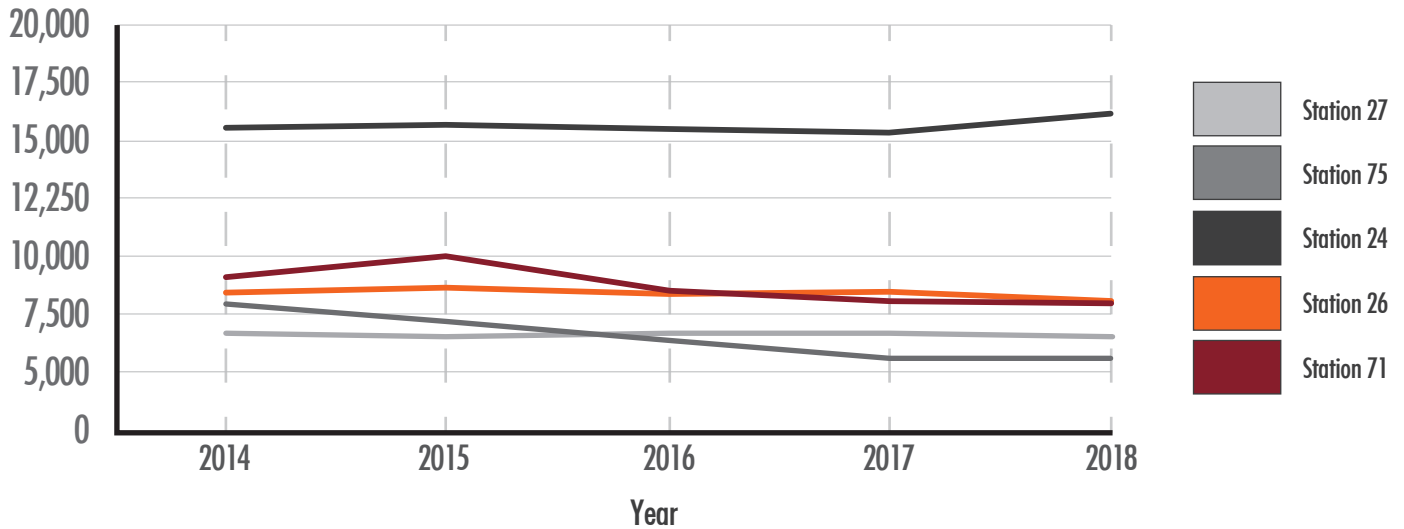
Legend

-  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:

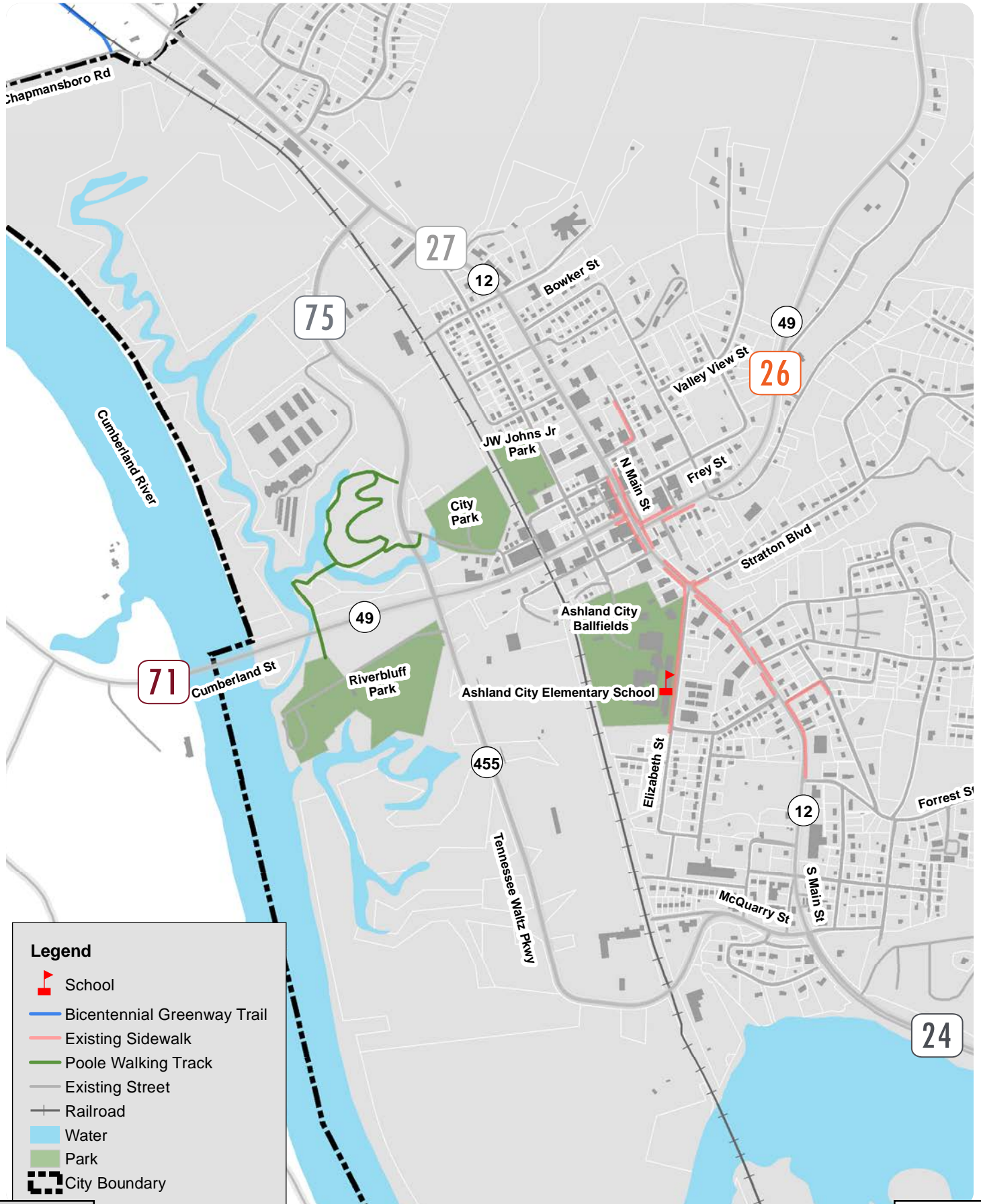
- “The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.”
(Source: MUTCD 2009, Section 4C.01, Paragraph 03)

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



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

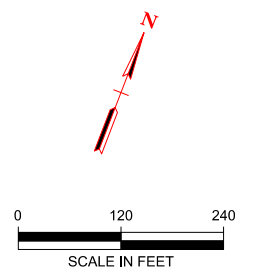
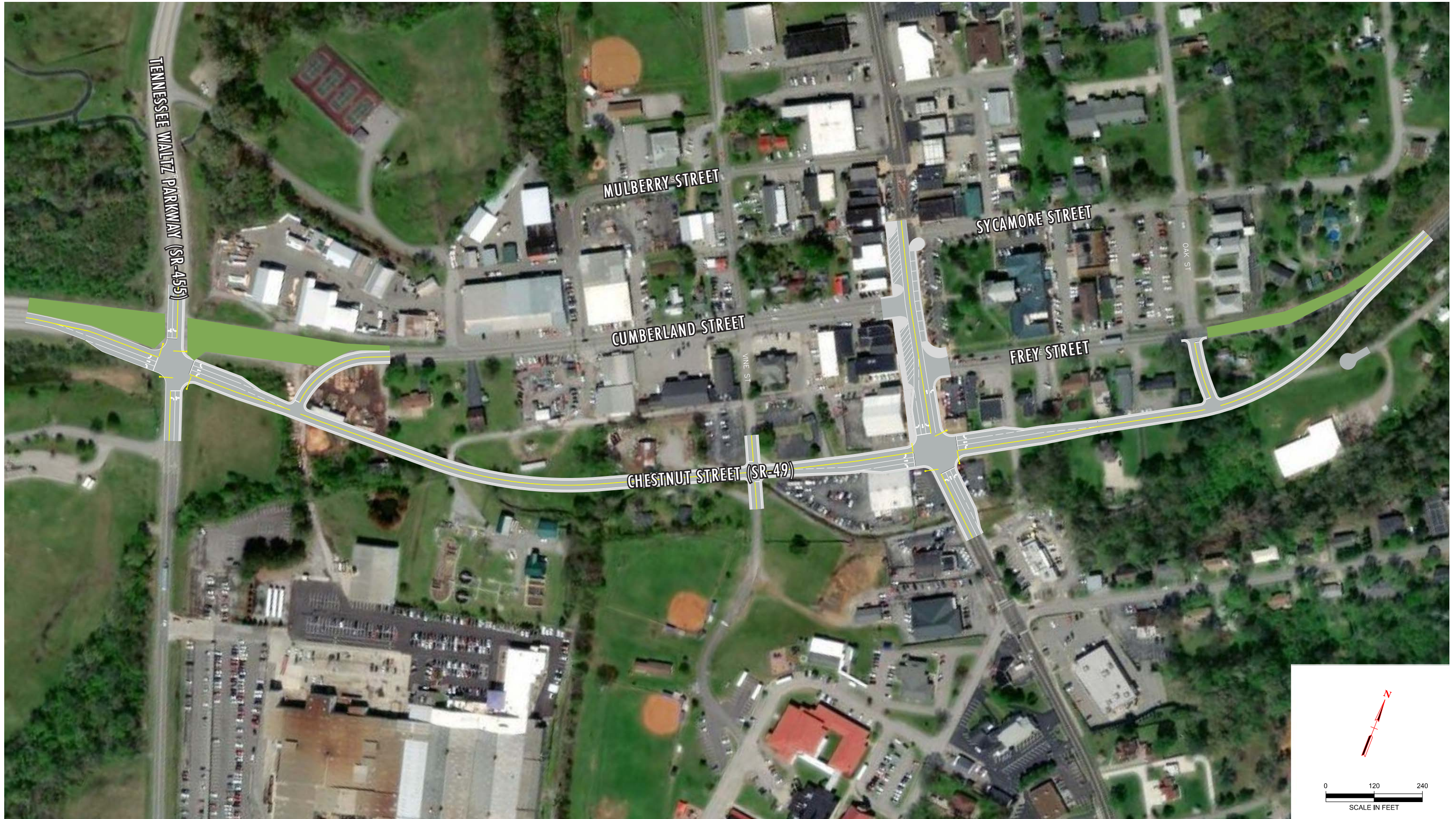
Signalized Intersection LOS:

- 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

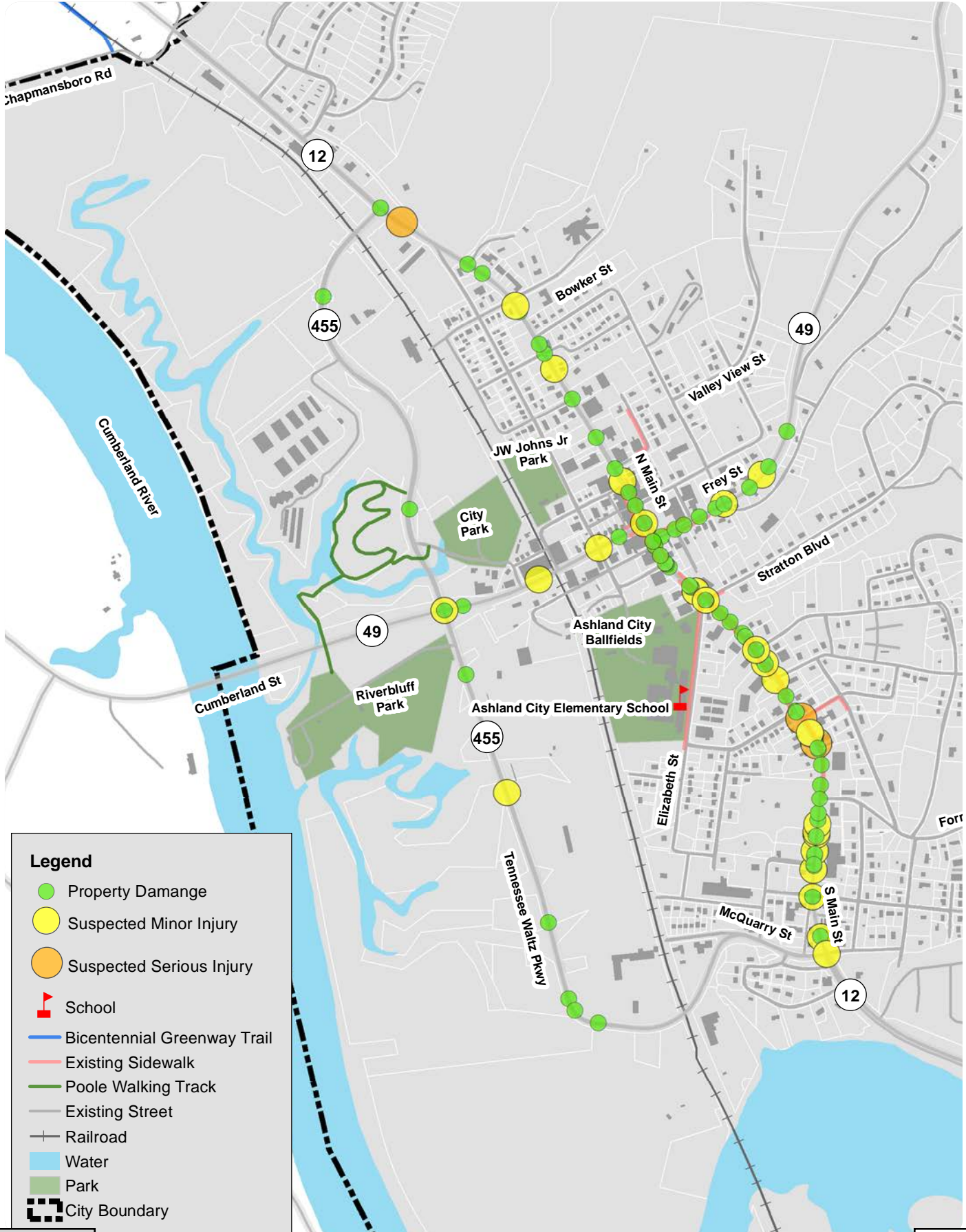
Study Area Crash Statistics		
Condition	1/1/2016 - 12/31/2018	
	Number of Crashes	Percentage of Total
Lighting Conditions		
Daylight	109	73%
Dark - Not Lighted	5	3%
Dark - Lighted	25	17%
Dusk/Dawn	7	5%
Not Indicated	3	2%
Crash Severity		
Property Damage	117	79%
Suspected Minor Injury	29	19%
Suspected 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

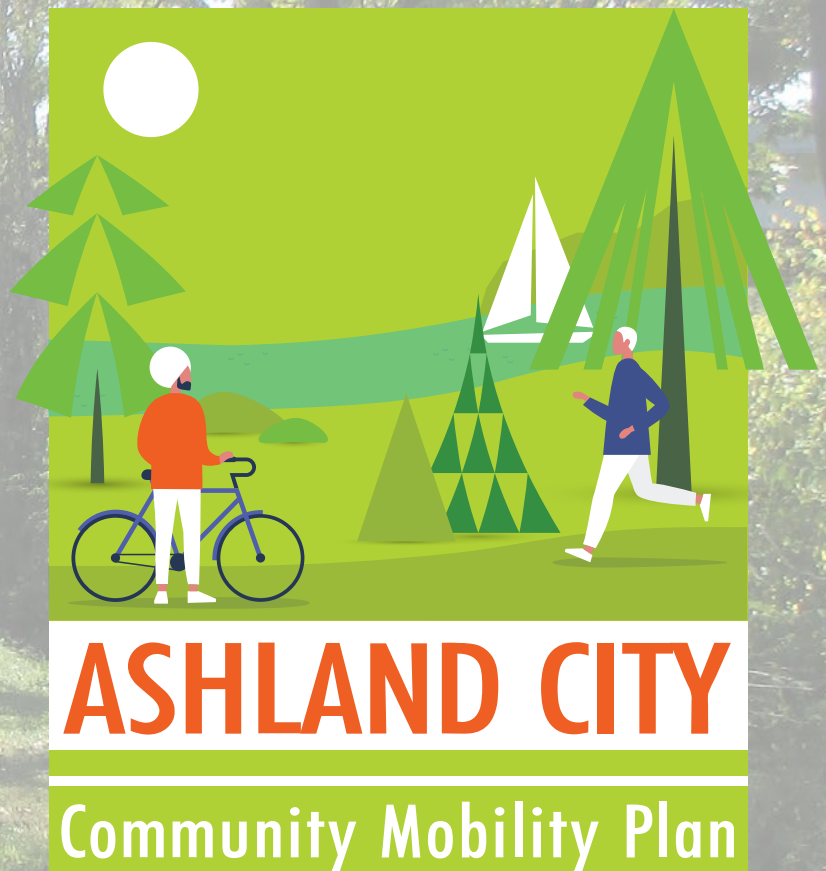


Legend

- Property Damage
- Suspected Minor Injury
- Suspected Serious Injury
- ▬ School
- ▬ Bicentennial Greenway Trail
- ▬ Existing Sidewalk
- ▬ Poole Walking Track
- ▬ Existing Street
- ▬ Railroad
- ▬ Water
- ▬ Park
- City Boundary



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

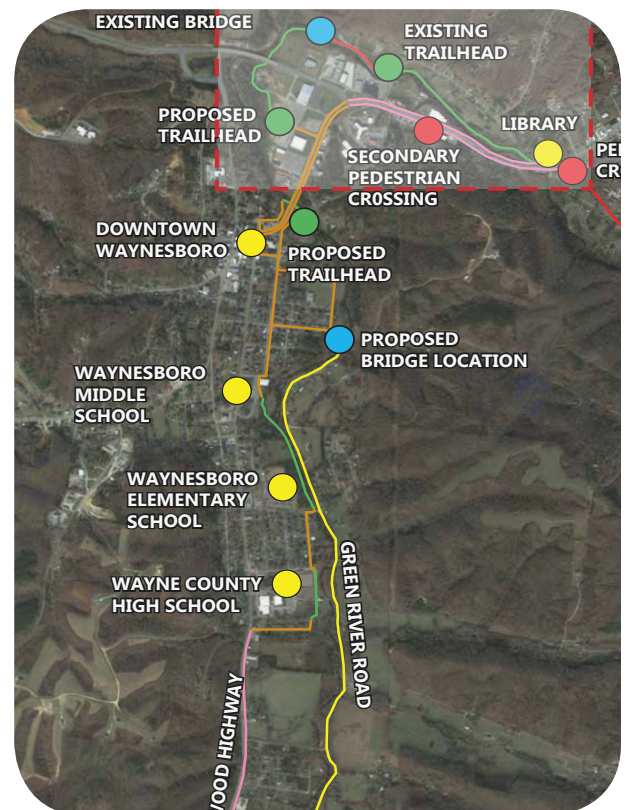
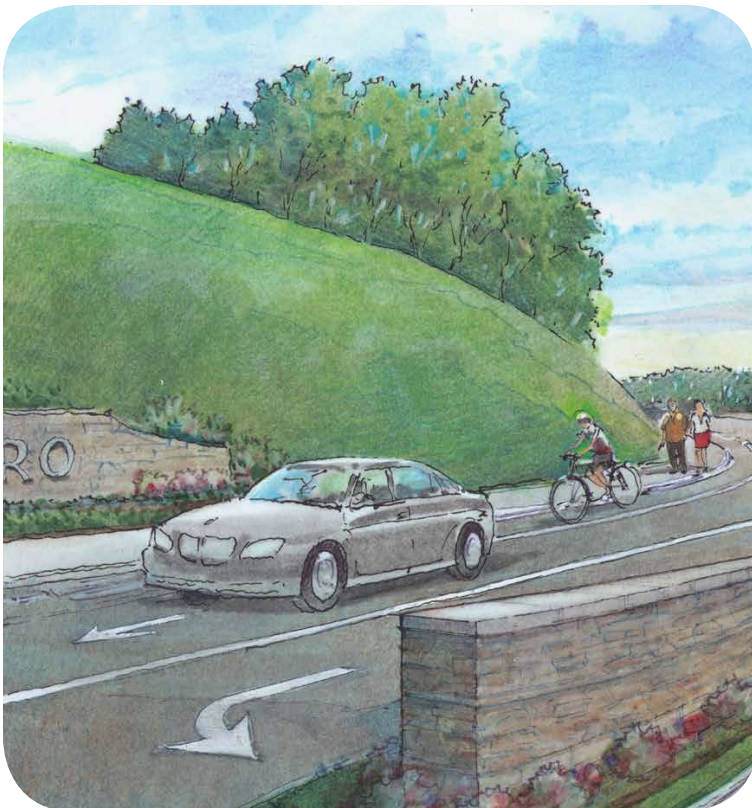
A corridor study was completed in 2016 for the City of Waynesboro that focused on improving pedestrian and vehicular conditions along Dexter L. Woods Memorial Boulevard, while also looking at citywide bicycle and pedestrian networks, trailhead opportunities, and neighborhood sidewalk concepts.

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

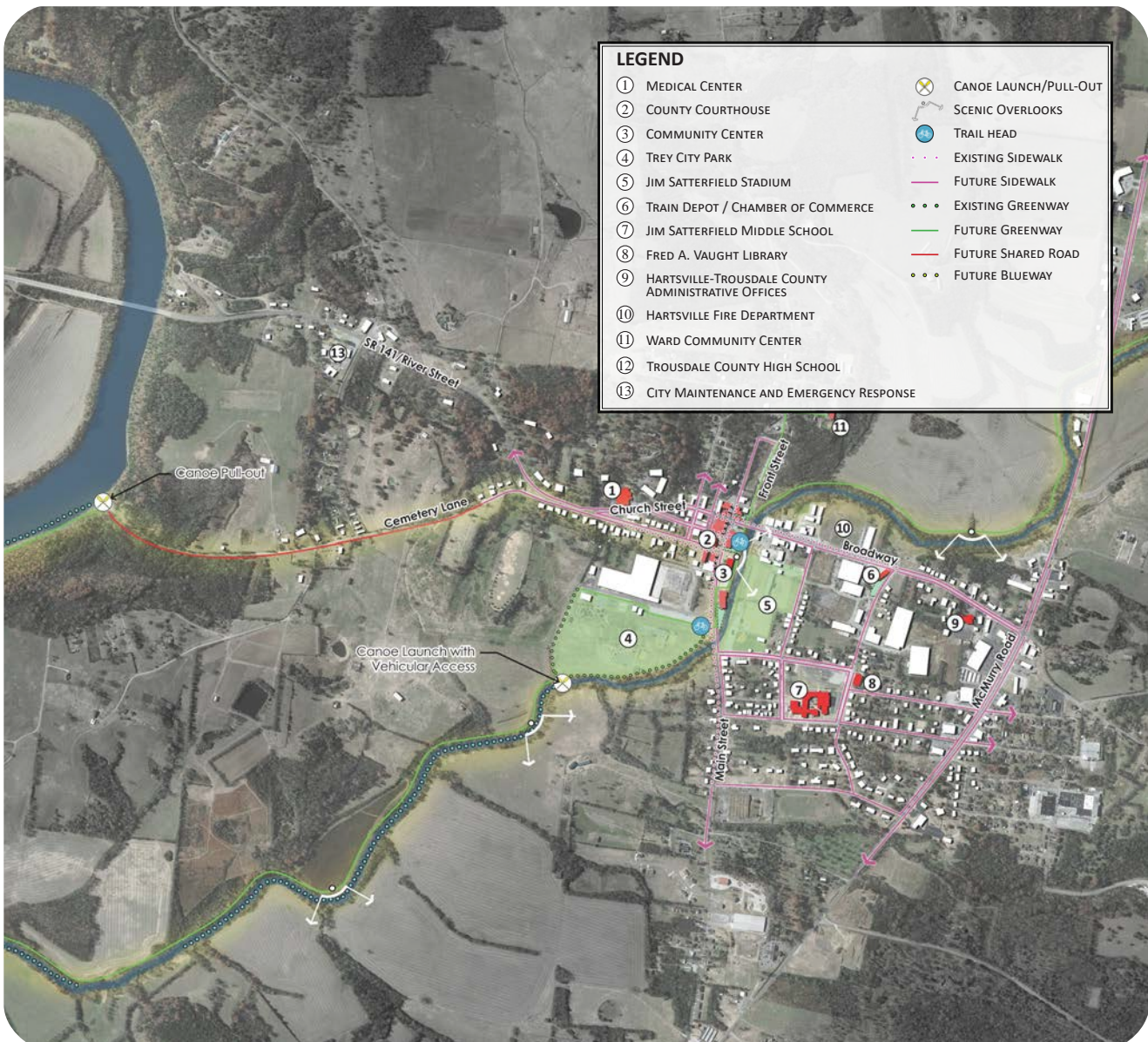


Hartsville Connectivity Plan - 2017

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

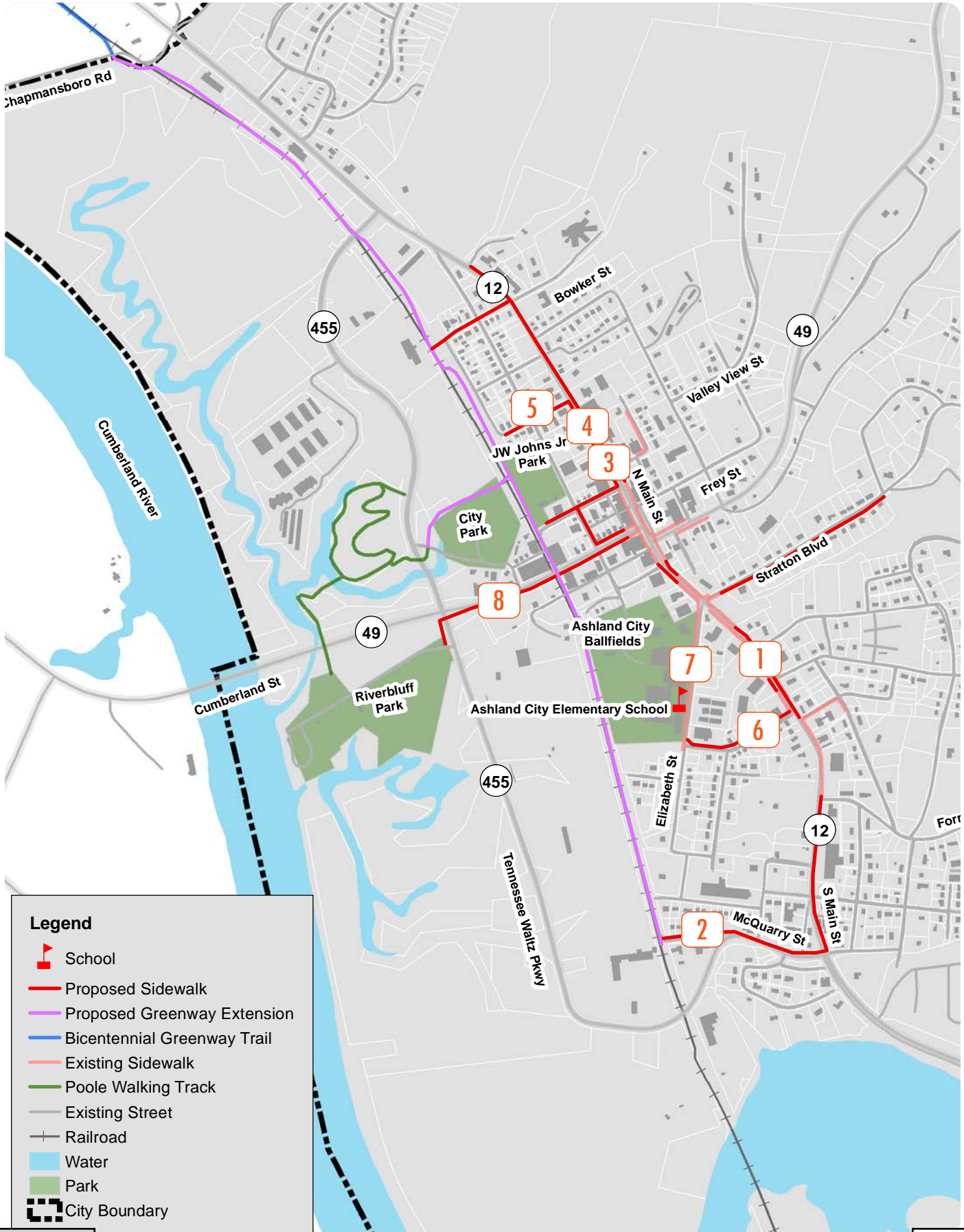
Providing safe and accessible bicycle and pedestrian facilities for residents and visitors is vital to the livability of any community. Those individuals that rely on facilities that follow the American Disabilities Act (ADA) must be taken into consideration when planning city-wide bicycle and pedestrian 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



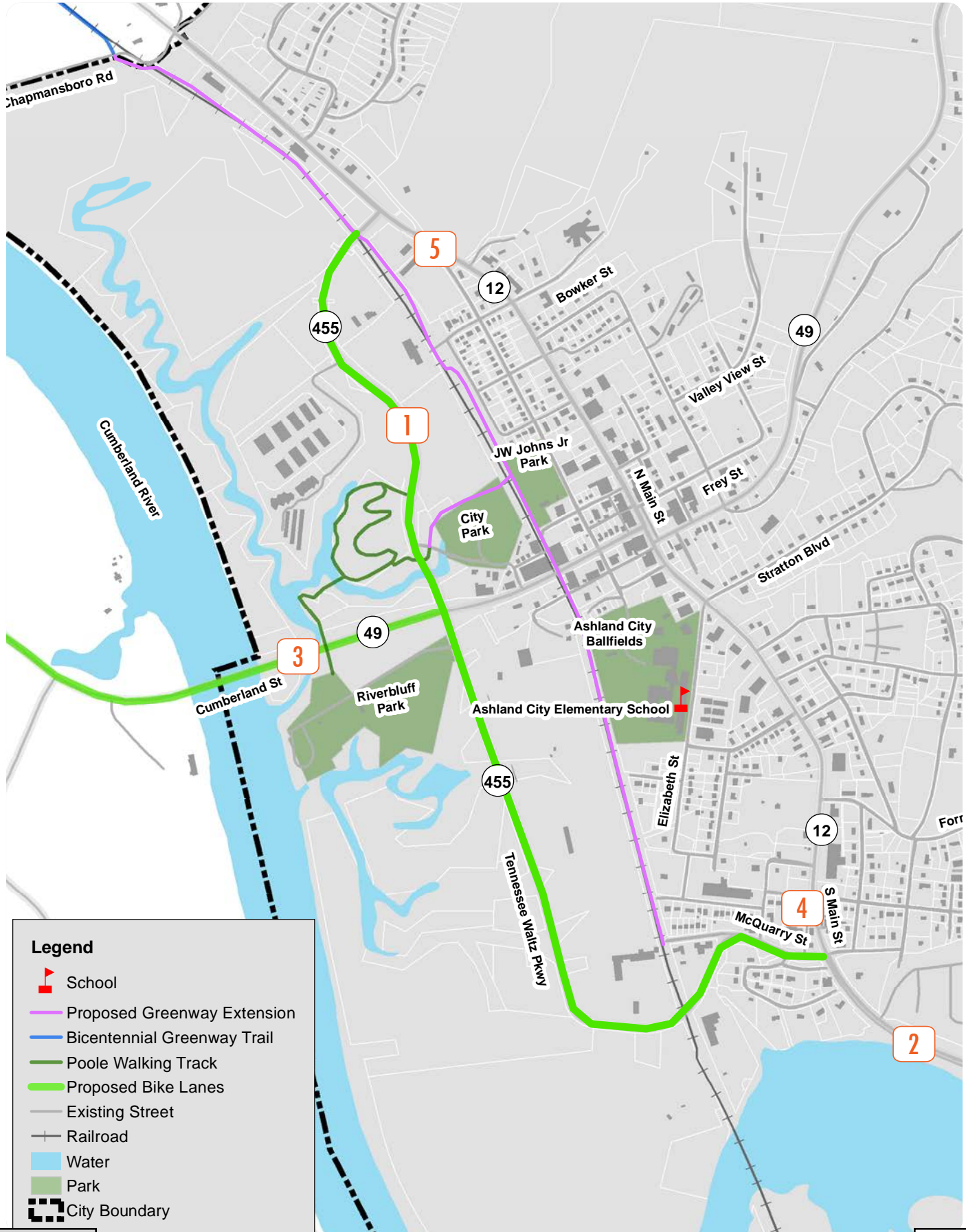
PROPOSED IMPROVEMENTS

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

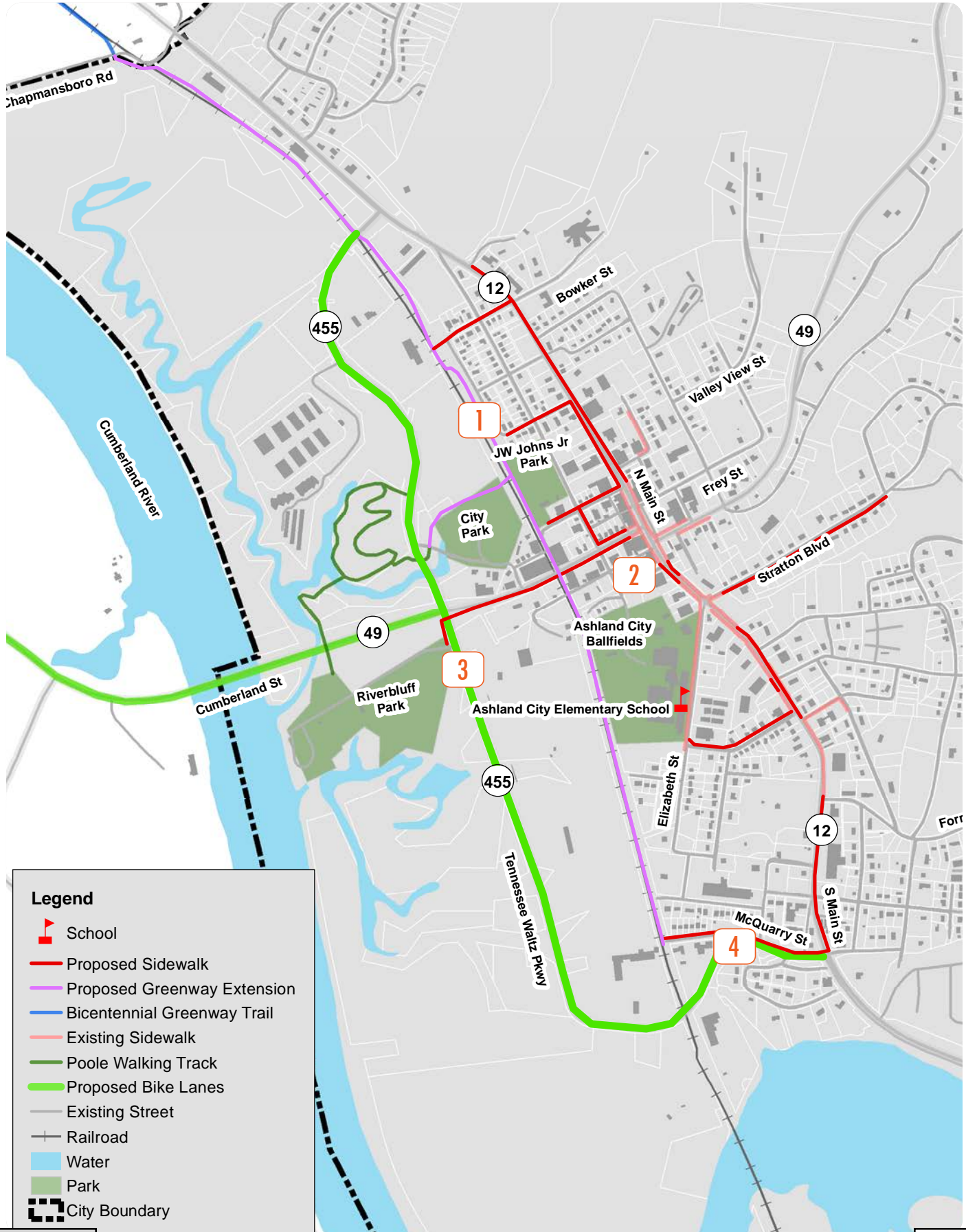
Long-Term Bicycle Facilities & Roadway Improvements

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.



Bicentennial Trail Extension

Long-Term Projects



PROPOSED IMPROVEMENTS

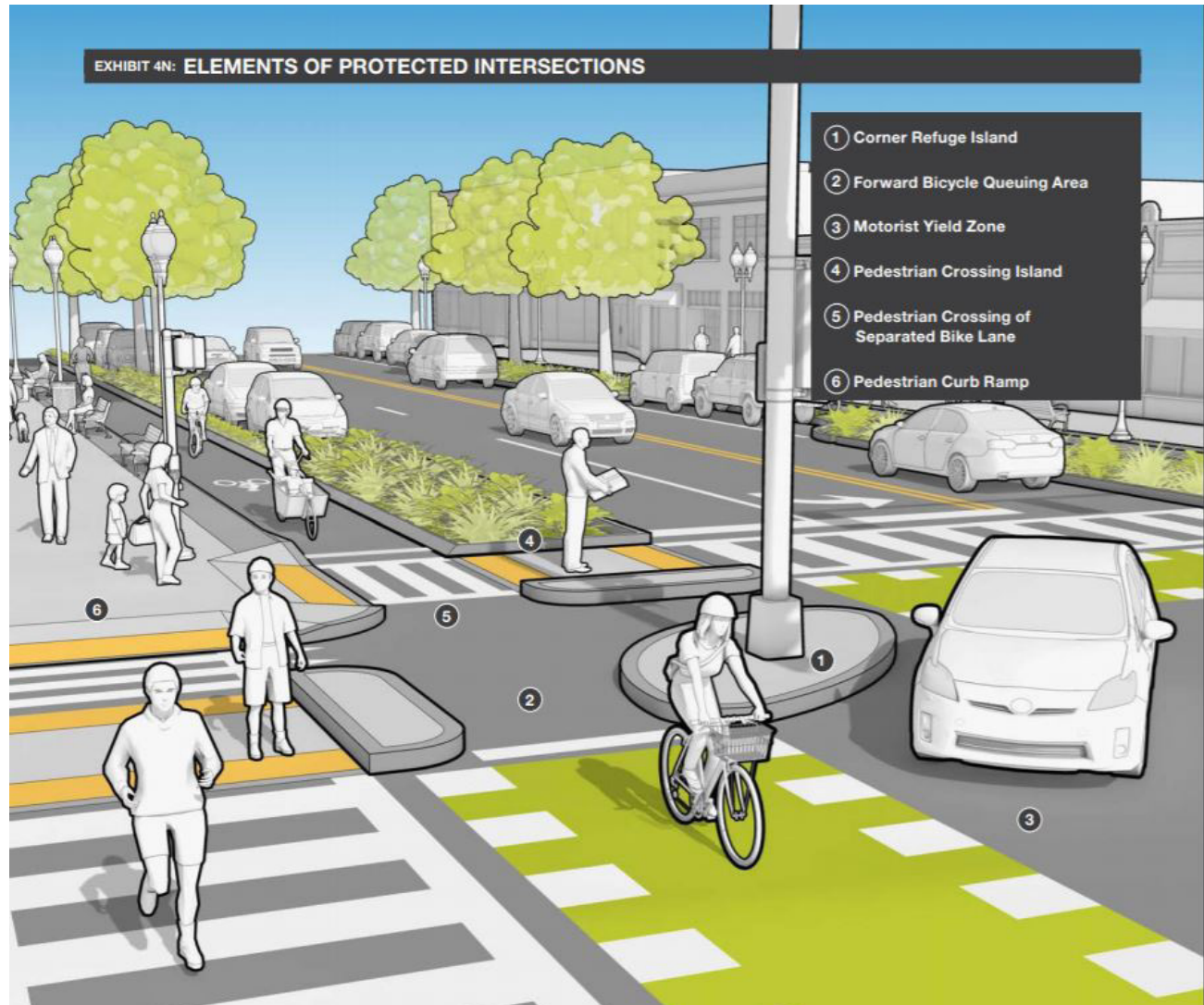
Citywide Connectivity

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.

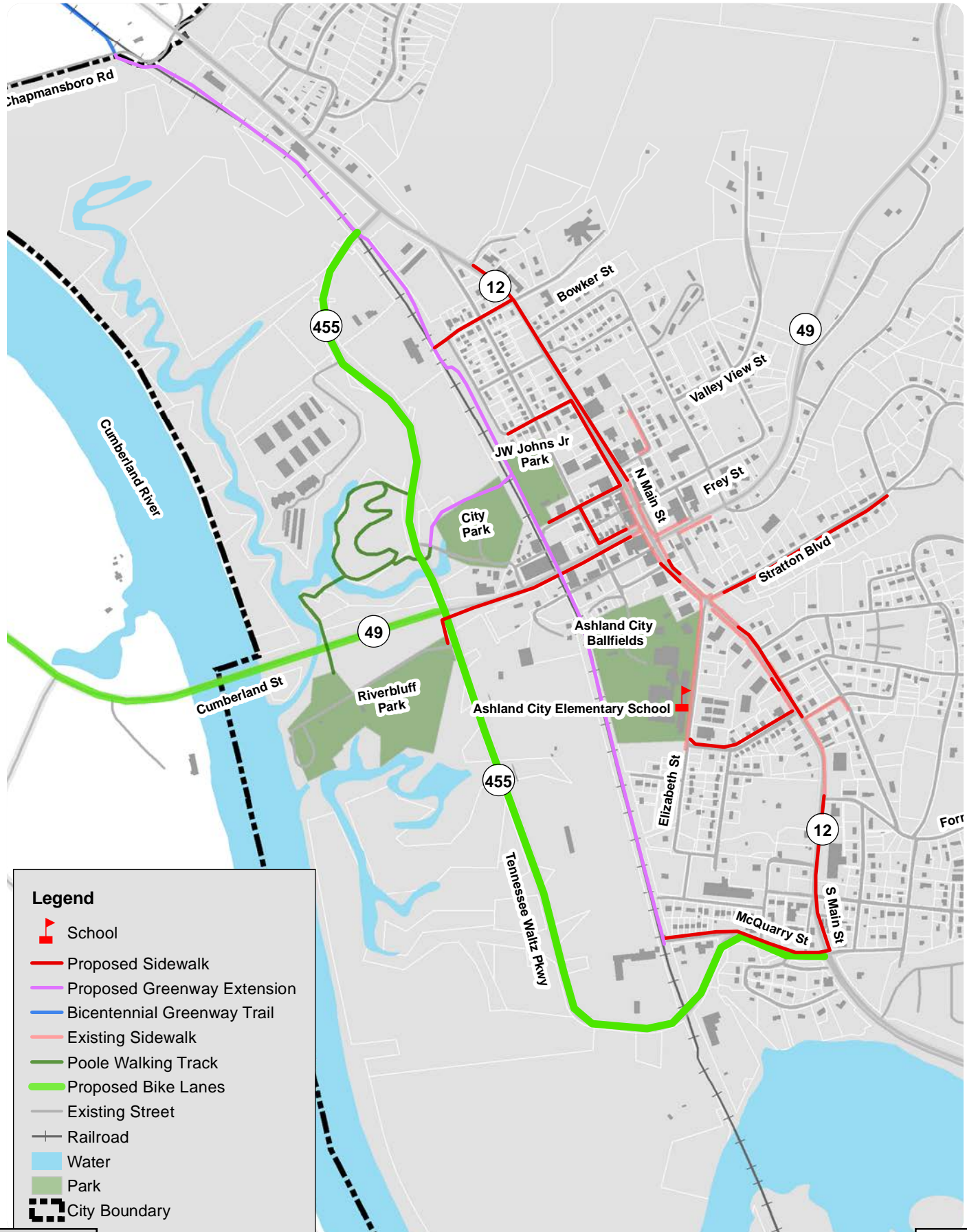
Integrating Facilities

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

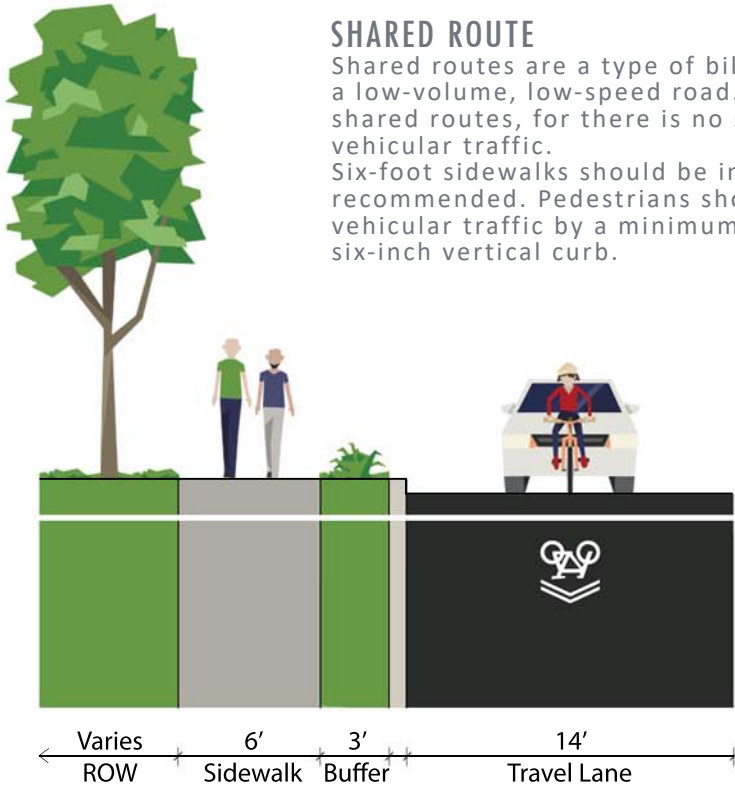
FACILITY TYPES

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.

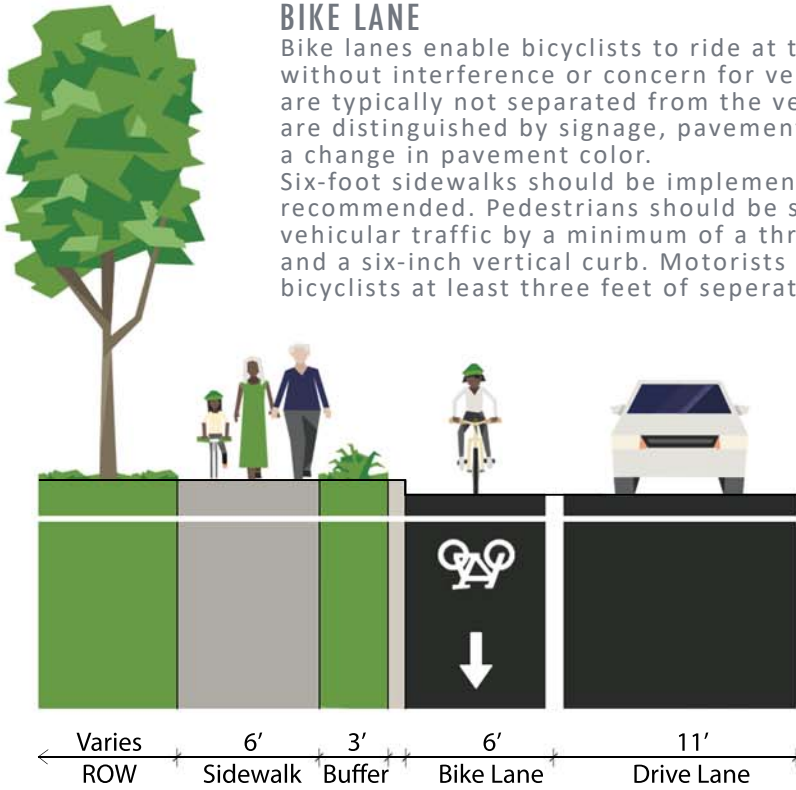
Six-foot sidewalks should be implemented where shared routes are recommended. Pedestrians should be separated from bicycle and vehicular traffic by a minimum of a three-foot landscaped buffer and a six-inch vertical curb.



BIKE LANE

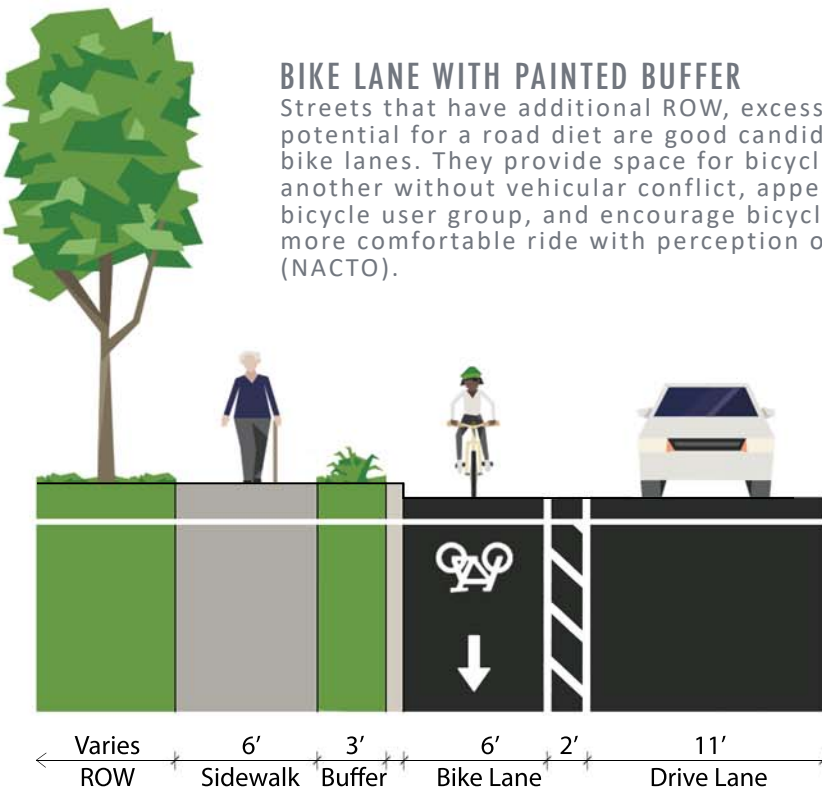
Bike lanes enable bicyclists to ride at their preferred speed without interference or concern for vehicular traffic. Bike lanes are typically not separated from the vehicular travel lane, and are distinguished by signage, pavement markings, and sometimes a change in pavement color.

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.

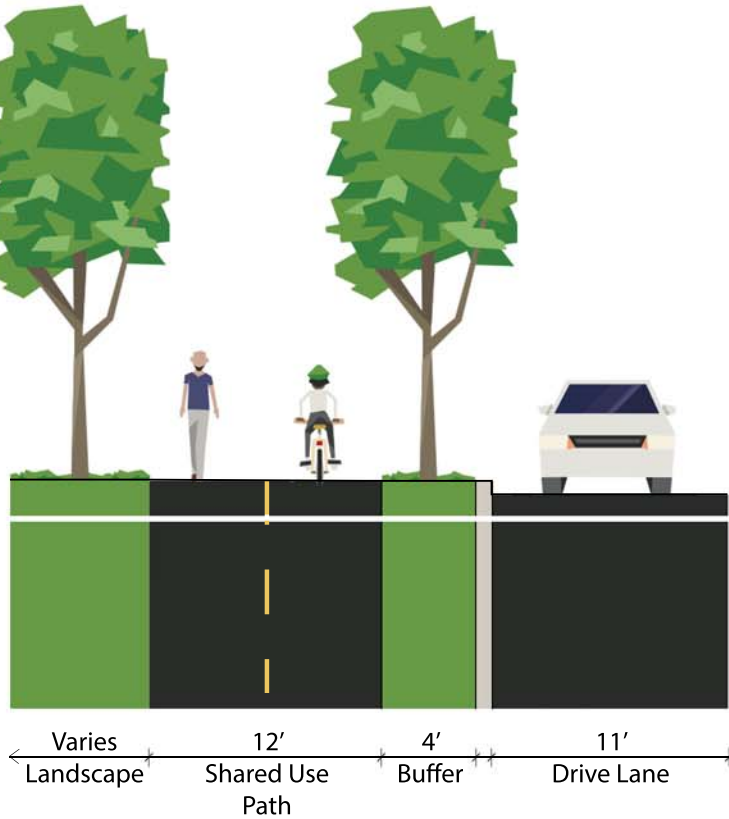


BIKE LANE WITH PAINTED BUFFER

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).

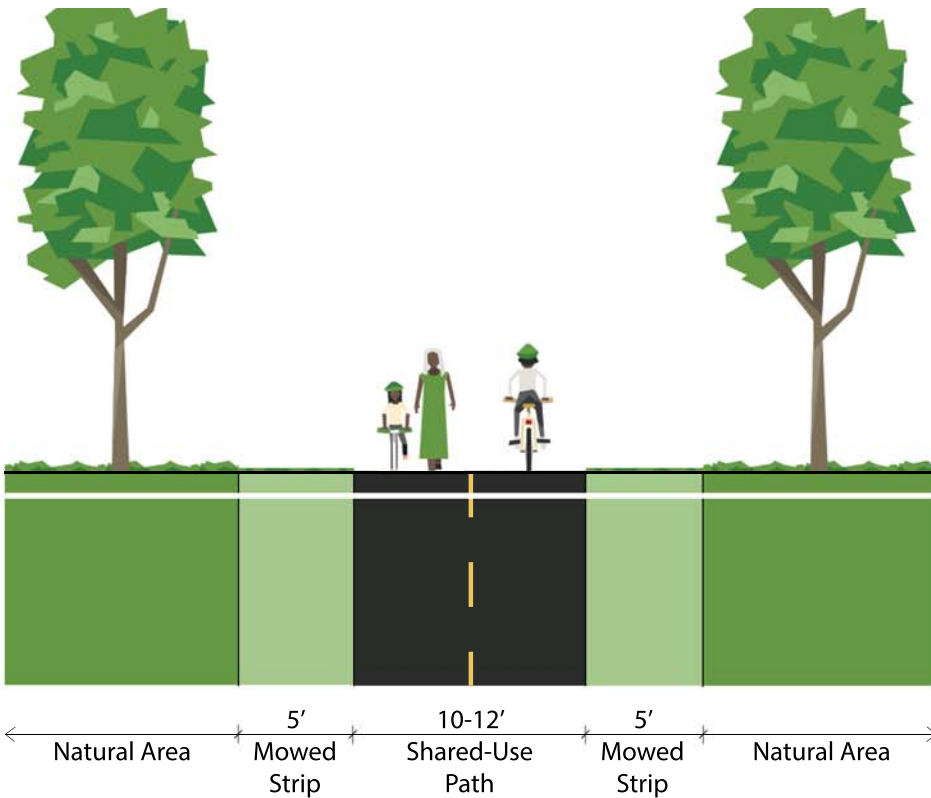


FACILITY TYPES



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.

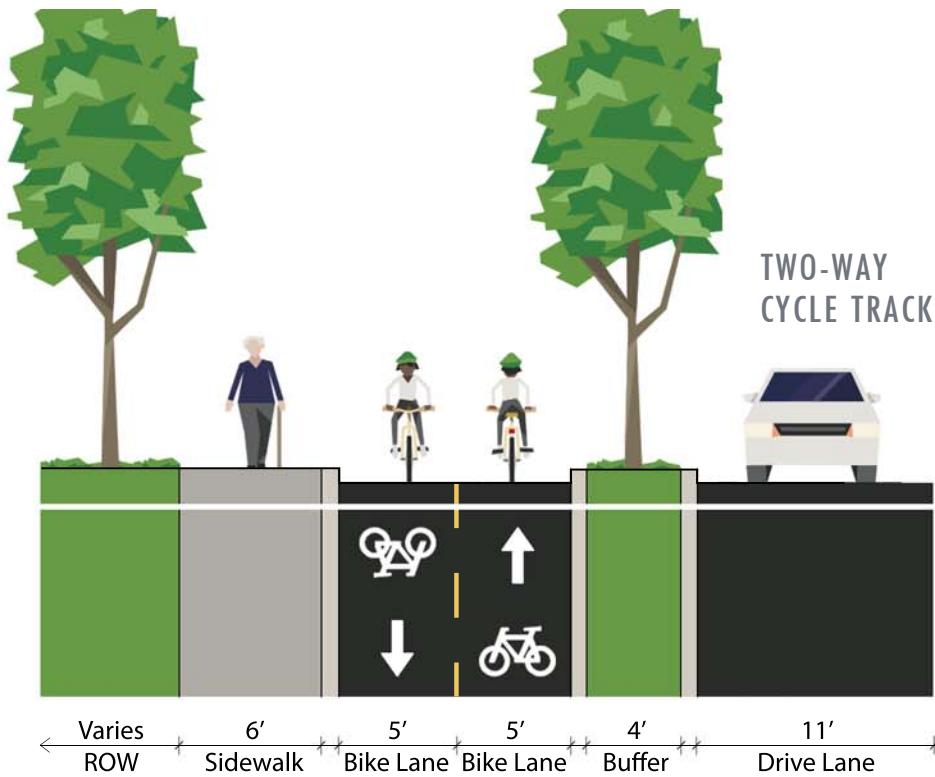
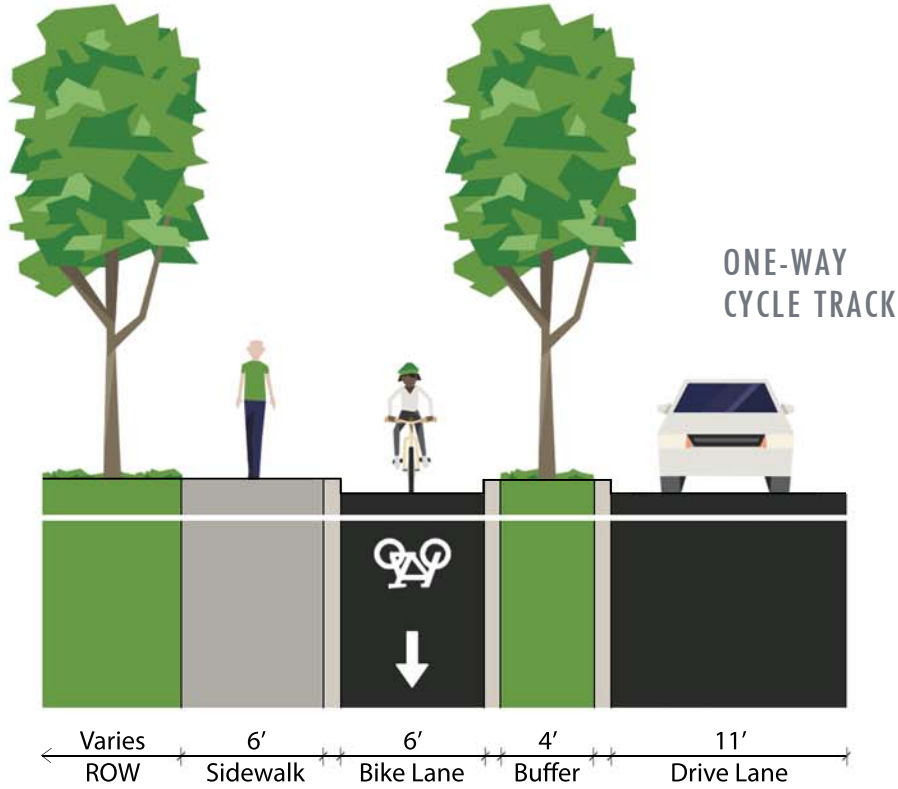


PAVED SURFACE GREENWAY

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.

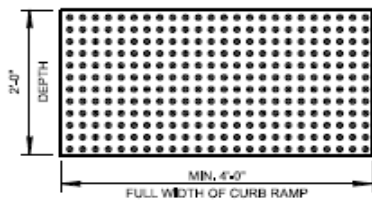
CYCLE TRACKS

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.

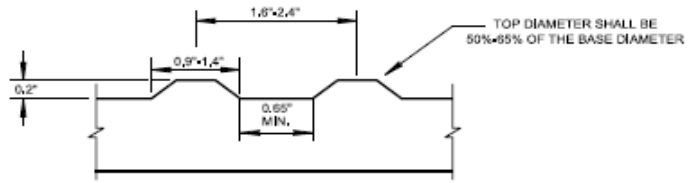


DESIGN STANDARDS

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).

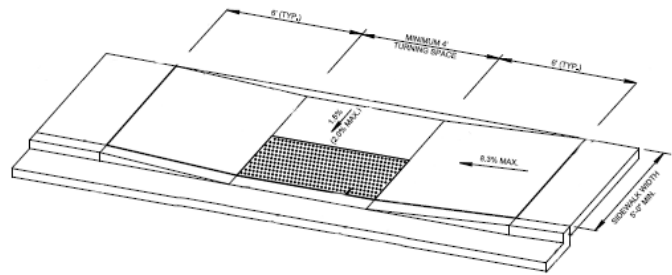
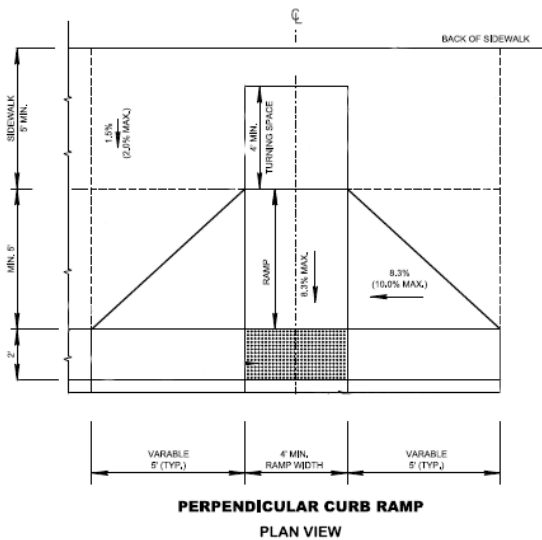


DETECTABLE WARNING SURFACE DETAIL



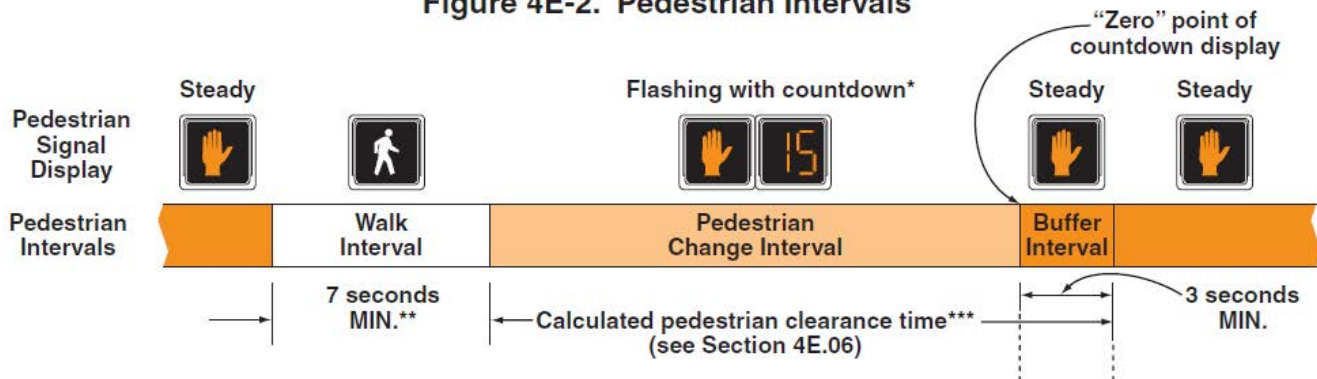
DETECTABLE WARNING SURFACE ELEVATION VIEW (TYP.)

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.

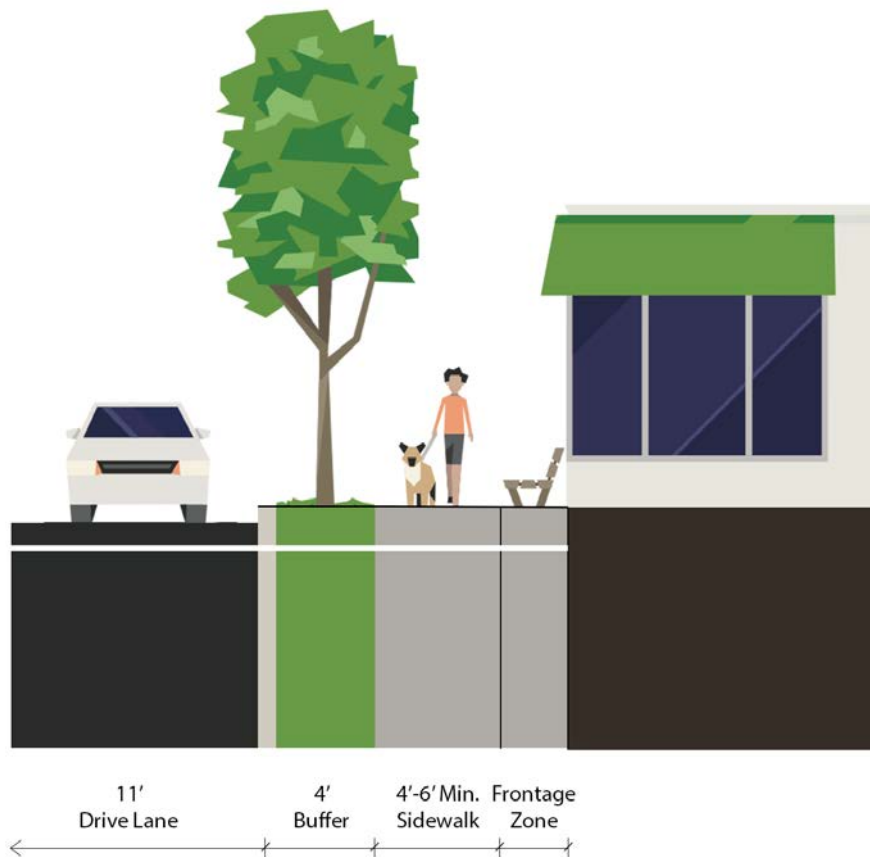


Depending on the geometry of the intersection, there are several types of curb ramps that can be used to allow pedestrians to cross a street. Perpendicular ramps work best when there is a grass strip between the sidewalk and the back of curb, and parallel ramps are best for sidewalk adjacent to the back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

Figure 4E-2. Pedestrian Intervals



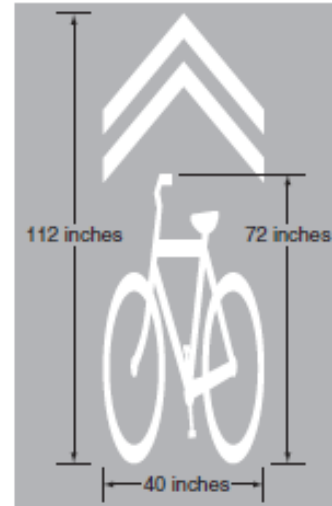
If pedestrian signals are installed at an intersection, they should include a countdown display to warn pedestrians how much time they have left to cross.



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



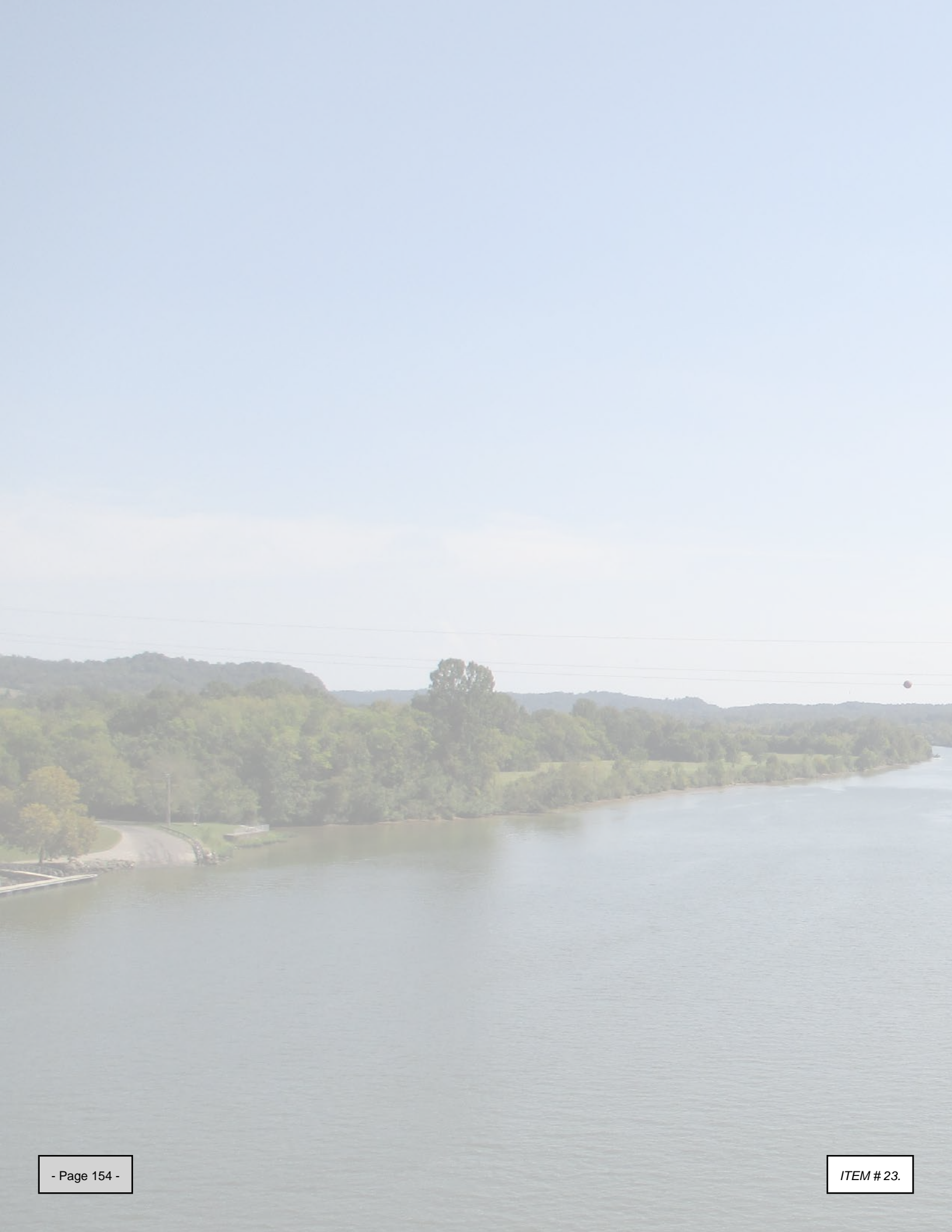
Speed Table

Advantages:

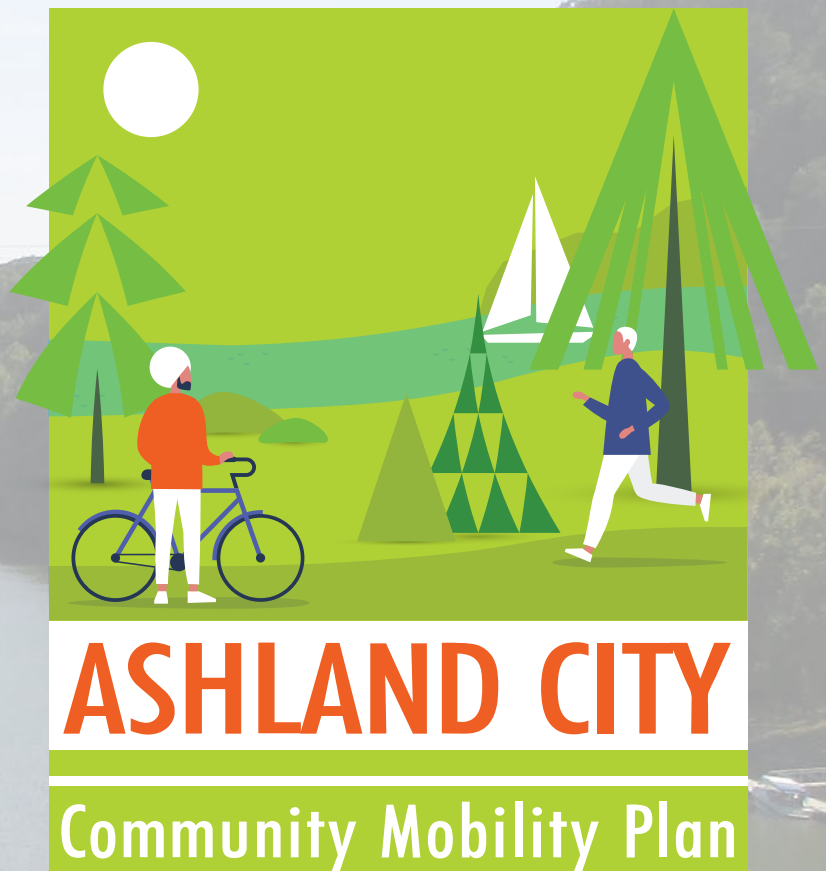
- Quicker response time for emergency vehicles than speed humps
- Effective in reducing vehicle speed
- Addition of brick or textured materials can improve aesthetics

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

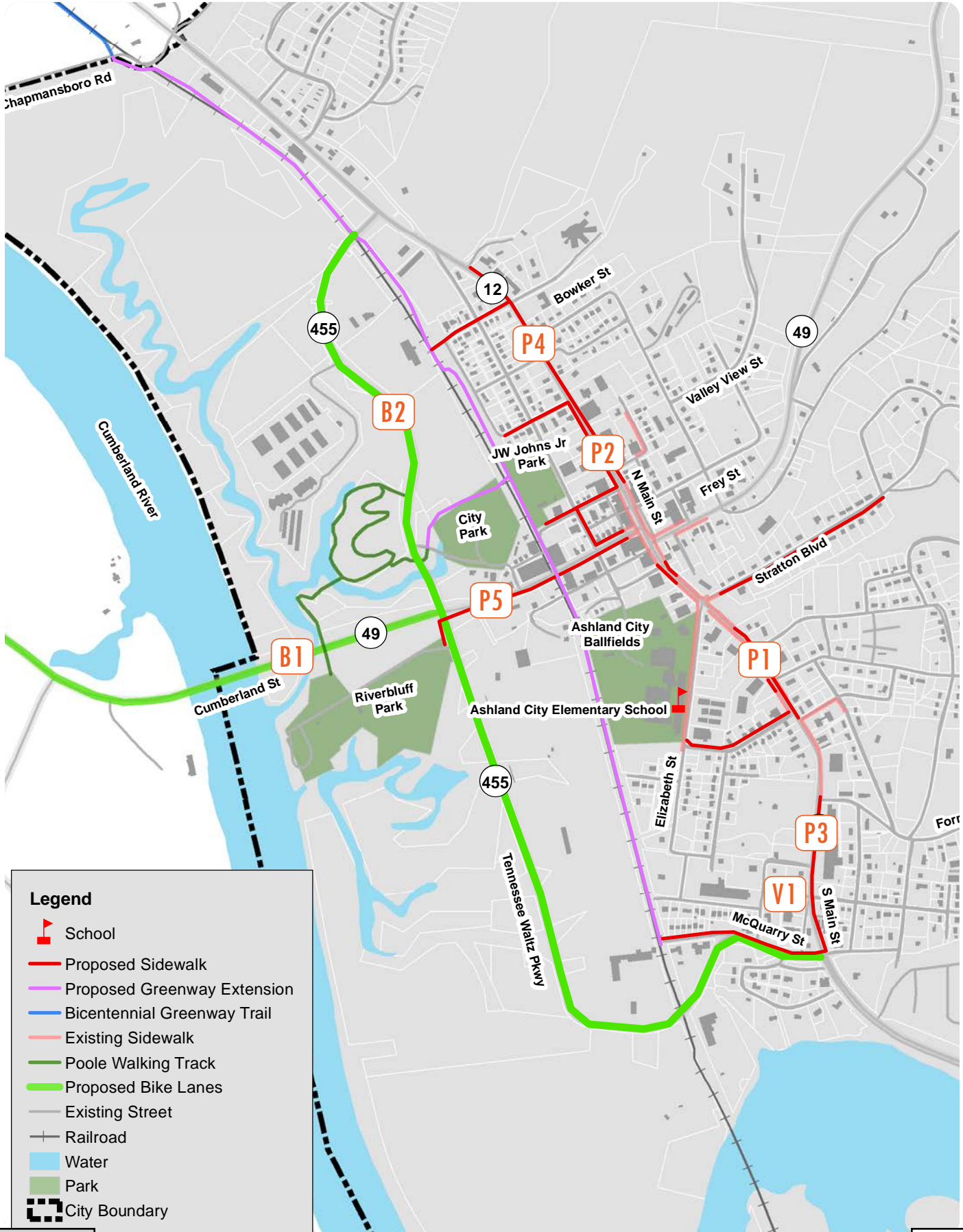


- V1. Harris Street Realignment**
Project Limits: Intersection of SR 12 and Harris Street and Elm Street
Project Cost: \$15K



Riverbluff Park

Priority Projects



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

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

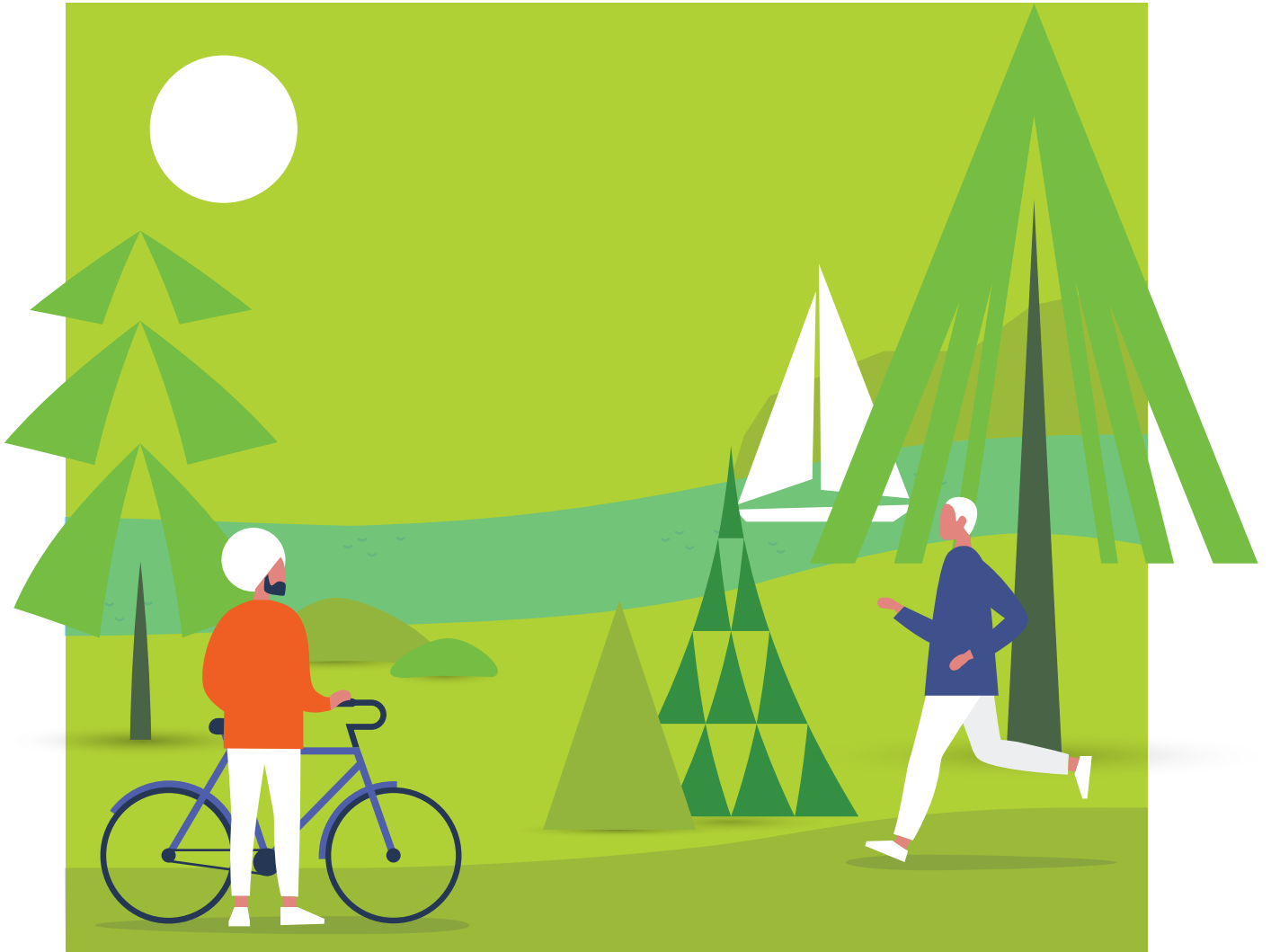
Another way the City could be increasing funds to help build bicycle and pedestrian infrastructure is imposing additional taxes and fees. These could include park or facility fees, utility-type fees, solid waste fees, and food and beverage tax. Adding new or increasing fees can help improve Ashland City's 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-striping ▪ 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

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Ashland, TN hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____



iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Ashland, TN	Population- <u>4800</u>
233 Tennessee Waltz Parkway Ashland, TN 37015	Prepared by: Nathan Romrell

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development Package - Available on any computer, tablet, or mobile device using Chrome browser - Code Enforcement with OpenStreetMap - Permit Management with OpenStreetMap - Quarterly parcel upload - Track contractors and their associated permits and inspections - Free letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters.	\$3,348.00	Annual
Cross Connection Management - Available on any computer, tablet, or mobile device using Chrome browser - Includes Portal for testers to submit results online - Ability to upload and record test results - Generate and send reminder letters - Includes Premium Data Package, 25MG upload size and 100GB of storage - Store pictures, documents, survey results and device information	\$2,250.00	Annual
GIS RestServices Community Development - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications via Rest Services. iWorQ will update property details monthly. *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.	\$750.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$6,348.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$335.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

- IV. This agreement combines existing services (community development package & cross connection management) totaling \$5,598 with proposed services(GIS Rest Services) totaling \$750 for a new annual total of \$6,348. Added services may be prorated.
- V. iWorQ will start implementation upon receiving a signed agreement. We will waive all fees through September 30 2023 and send a full invoice on October 1 2023 for the full subscription.



MIDCUMBERLAND

Human Resource Agency

CLIENT TRANSPORTATION AGREEMENT

THIS CLIENT TRANSPORTATION AGREEMENT (the "Agreement") is made and entered into effective as of the 1st Day of July, 2023, by and between **Mid-Cumberland Human Resource Agency, Inc.** ("Provider") and **Senior Center at Ashland City** ("Contractor").

RECITALS:

WHEREAS, Contractor needs non-emergent transportation services provided for individuals ("Members") referred to Provider by Contractor originating in **Cheatham County** with destinations in **Cheatham County** (the "Service Area"); and

WHEREAS, Provider provides non-emergent transportation services; and

WHEREAS, Contractor and Provider have determined to enter into an agreement pursuant to which Provider will provide non-emergent transportation services for Members in the Service Area pursuant to the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Term. **The initial term shall commence July 1, 2023 and continue until June 30th, 2024 as herein provided.**
2. Duties and Responsibilities of the Parties.
 - a. Provider shall receive assignments from Contractor for non-emergent standard transport of Members from locations within the Service Area to locations within the Service Area. Provider shall schedule and provide such standard non-emergent transportation for Members, including, when applicable, scheduling return trips for Members transported to medical appointments.
 - b. Provider may schedule multiple Members per vehicle so long as no Member thereby spends greater than one (1) hour in the vehicle more than such Member would spend on the vehicle if he or she were the only passenger.
 - c. Each Member assigned to Provider shall be allowed one (1) and only one (1) escort to ride with such Member free of charge. Under no circumstances will Provider be required to provide an escort for any Member.

d. Provider shall make non-emergency transportation services provided under this Agreement to be available [Monday through Friday between the hours of 6 am and 6 pm] [to the Senior Center at Ashland City who agrees to pay General Public Fares for their Clients who are transported by MCHRA Public Transit to/and from the Senior Center at Ashland City after MCHRA's Title IIIB trips have been exhausted per monthly allocations. General Public Fares are \$2.00 per one way trip within the city limits of Ashland City, and are \$3.00 per one way trip within Cheatham County.

e. Provider shall establish, maintain, equip, and properly supervise a base of operations in order to adequately provide transportation services to Members.

f. Provider agrees to be available and adequately staffed to furnish services to Members.

g. Each party hereto shall provide to the other party hereto upon such other party's request a copy of all appeals and complaints received by such party.

h. Provider shall provide annual minimal training requirements to all drivers of vehicles providing transportation under this Agreement, including new driver training and periodic training covering customer service, health and safety issues, legal requirements and other related subjects.

i. Provider agrees that each driver shall meet at a minimum the following requirements:

- (1) Maintain a current DOT certification card where required.
- (2) Hold a valid Tennessee Class D driver license with an F (For Hire) Endorsement or CDL.

j. Provider agrees to the following maintenance requirements:

- (1) Provider shall monitor maintenance and mileage records for each vehicle.
- (2) Provider shall conduct scheduled preventive maintenance program every 5,000 miles.
- (3) Provider shall repair any unscheduled maintenance failure in a timely manner.

k. Provider agrees to the following vehicle requirements:

- (1) The identification of Provider is decaled on each vehicle including name and telephone number.
- (2) Each vehicle is equipped with safety equipment including First Aid Kit, Bio Hazard Kit, Fire Extinguisher, Seat Belt Cutter, Emergency Triangles and Rail Road Crossing Decals.

(3) Each vehicle is equipped with a communication device, e.g. two-way radio or cell phone.

l. Provider shall ensure that all vehicles, lifts, and other equipment used are maintained at a high level of cleanliness, safety, and mechanical soundness, and any damage to said vehicles, lifts, and/or other equipment shall be repaired promptly and completely.

3. Sub-Contracts. The parties hereby agree that they shall not enter any agreements with other parties to provide the services required to be performed for the other party under this Agreement without the prior written consent of the other party.

4. Payment for Services.

a. As compensation for the transportation services provided hereunder for each Member, Contractor shall pay Provider at the rates set forth in Exhibit A attached hereto and incorporated herein by reference.

b. Provider shall submit bills to Contractor on a monthly basis for services provided hereunder. Contractor shall pay Provider all amounts owed within fifteen (15) days of submission of a valid bill by Provider to Contractor.

5. Advertising and Public Relations. Neither party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement first shall be obtained from the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to transported patients.

6. Independent Contractor Status. The parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

7. No Inducement to Refer. This Section 7 applies only if Contractor is a health care provider. Nothing contained in this Agreement shall require either party to refer any patients to the other party. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-fraud and Abuse Amendments and Physician Ownership and Referral Act (commonly known as the Stark Law). The parties intend to comply with as many requirements as practicable of the Safe Harbor relating to compensation payable in personal service arrangements, as set forth in 42 U.S.C. §1320a-7b and as set forth in the "safe harbor" regulations at 42 C.F.R. §1001.952. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

8. Access to Books and Records of Subcontractor. This Section 8 is applicable only if Contractor is a health care provider. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Provider, upon receipt of the express written consent of Contractor, carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the parties hereto by virtue of this Agreement.
9. Termination. This Agreement may be terminated immediately for cause upon written notice to the defaulting party. This Agreement may also be terminated at any time, with or without cause, by either party, upon thirty (30) days' advance written notice to the other party. Contractor shall pay Provider all fees due and owing Provider for services provided through the date of termination.
10. Confidentiality. Contractor and Provider agree that the Agreement, and any materials and discussions related to the services provided under this Agreement are strictly confidential and that the parties and their agents, servants, employees, or independent contractors will not disclose the contents of or existence of this Agreement and contents of or existence of any related materials or discussions to any outside third parties, without the written consent of the other party, except as required by Federal and State or local laws, or by order of a court of competent jurisdiction.
11. HIPAA. This Section 11 and Exhibit B is applicable only if Contractor is a "covered entity" as defined by the Privacy Regulations (defined below) and provides PHI (defined below) to Provider. Because Contractor may disclose to Provider individually identifiable health information relating to the assigned Members ("Protected Health Information" or "PHI"), Provider may be deemed to be a business associate of Contractor under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the federal privacy regulations ("Privacy Regulations") set forth at 45 CFR Part 160 and Part 164 and the federal security regulations ("Security Regulations") set forth at 45 CFR Parts 160, 162, and 164. Provider agrees to comply with the HIPAA requirements set forth in Exhibit B and incorporated herein by reference.
12. Non-discrimination. Provider shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors. This Agreement incorporates by reference the contract clauses of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973, as amended, and the

Vietnam Era Veterans' Readjustment Assistance Act, as amended, 38 U.S.C. Section 4212.

13. Conflicts of Interest. Contractor and Provider warrant that no part of the total amount of fees paid hereunder 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 Contractor or Provider in connection with any work contemplated or performed relative to this Agreement.
14. Nonwaiver. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.
15. Governing Law. The interpretation and enforcement of the Agreement will be governed by the laws of the State of Tennessee, without regard to any conflicts of law provisions contained therein.
16. Assignment. This Agreement may not be assigned in whole or in part without the express written consent of the other party.
17. Invalid Provision. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.
18. Amendment. This Agreement may be amended only by a written agreement signed by the parties hereto.
19. Notice. Any notice required or allowed to be given hereunder shall be deemed to have been given upon deposit in the United States mail, registered or certified, with return receipt request and addressed to the party to this Agreement to whom notice is being given.

If to Contractor: JT Smith, Mayor
c/o Senior Center at Ashland City
104 Ruth Drive
Ashland City, TN

If to Provider: Anna Perry, Transportation Director
Mid-Cumberland Human Resource Agency, Inc.
1101 Kermit Drive; Suite 300
Nashville, TN 37217

With a copy to: Kim Harvey Looney, Esq.
Waller Lansden Dortch & Davis, LLP
Suite 2700
511 Union Street
Nashville, TN 37219

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof.
21. Binding Agreement. This Agreement shall be binding upon the successors or assigns of the parties hereto.
22. Authorization for Agreement. The execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions, or corporate actions, and this Agreement constitutes the valid and enforceable obligations of each party in accordance with its terms.
23. Force Majeure. No party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.
24. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and shall not inure to the benefit of any individual or entity not a party to this Agreement.
25. Headings. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.
26. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures follow on next page.]

IN WITNESS WHEREOF, Contractor and Provider have hereunto caused this Agreement to be executed as by law provided, the day and year first above written.

Contractor:

Senior Center at Ashland City

By: JT Smith
Title: Mayor, Ashland City

Provider:
**Mid-Cumberland Human Resource Agency,
Inc.**

By: Anna Perry
Title: Transportation Director

EXHIBIT A

COMPENSATION SCHEDULE

	Per Participant Per Authorized One Way Trip Leg
AMBULATORY AND WHEELCHAIR PATIENTS	<p><i>Members Transport</i> <i>MCHRA General Public fare rates per person in Service Area.</i> *Fares are subject to change with agencies Fare policies.</p>
PERSONAL CARE ATTENDANT	<p>One (1) Personal Care Attendant is allowed at no extra charge.</p>
CANCELLATION & NO SHOWS	<p>Cancellations more than 2 hours prior to scheduled pick-up will incur no charge Cancellations less than 2 hours prior to schedule pick-up will be charged a \$30.00 cancellation/no show fee</p> <p>No shows are defined as scheduled trips where client is not at trip origination address; drivers will wait 5 minutes after arrival prior to leaving before marking trip as a no show. There will be a flat \$30.00 no show fee.</p>

EXHIBIT B

HIPAA REQUIREMENTS

1. **Permitted Uses and Disclosures.** Provider shall not use or disclose any PHI other than as permitted by this Agreement in order to perform Provider's obligations hereunder or as required by law. Provider shall not use or disclose the PHI in any way that would be prohibited if used or disclosed in such a way by Contractor.

2. **Minimum Necessary Information.** Provider shall only request from Contractor, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Provider's responsibilities under this Agreement.

3. **Reporting.** If Provider becomes aware of any use or disclosure of PHI in violation of this Agreement, including any "security incident" as defined by the Security Regulations, Provider shall immediately report such information to Contractor. Provider shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this Agreement or any security incident. Provider shall cooperate with Contractor to mitigate any harm caused by such improper disclosure.

4. **Agents and Subcontractors.** Provider shall require its employees, agents, and subcontractors to agree not to use or disclose PHI in any manner except as specifically allowed herein, and shall take appropriate disciplinary action against any employee or other agent who uses or discloses PHI in violation of this Agreement. Provider shall require any agent or subcontractor that carries out any duties for Provider involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Provider containing provisions substantially identical to the restrictions and conditions set forth in this Section.

5. **Mid-Cumberland Policies, Privacy Practices, and Restrictions.** Provider shall comply with all Contractor notices, policies, and procedures, including updates thereto provided from time to time by Contractor, and shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.

6. **Patient Rights.** Provider acknowledges that the Privacy Regulations require Contractor to provide patients with a number of privacy rights, including (a) the right to inspect PHI within the possession or control of Contractor, its business associates, and their subcontractors, (b) the right to amend such PHI, and (c) the right to obtain an accounting of certain disclosures of their PHI to third parties. Provider shall establish and maintain adequate internal controls and procedures allowing it to readily assist Contractor in complying with patient requests to exercise any patient rights granted by the Privacy Regulations, and shall, at no additional cost to Contractor, immediately comply with all Contractor requests to amend, provide access to, or create an accounting of disclosures of the PHI in the possession of Provider or its agents and subcontractors. If Provider receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Provider shall immediately forward the request to Contractor.

July 26, 2023

JT Smith, Mayor
Town of Ashland City
233 Tennessee Waltz Parkway, Suite 103
P.O. Box 36
Ashland City, TN 37015

Dear Mayor Smith:

Enclosed is the contract for your FY2024 VCIF award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract and Certification Packet** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. All signed contracts must be submitted electronically. Please return the contract to the enclosed address by **Thursday, August 15, 2023**. Please contact your Project Management Specialist (see below) with any concerns or questions.

***Note, please return the entire document packet, with signature pages included (rather than just a signature page).**

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Additional Requirement: At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier Portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") form (accessible through the Edison Supplier portal).

Your Project Management Specialist is Ben Weinstein. For questions or assistance regarding this contract, please contact Ben Weinstein, at (615) 687-7061, or email Benjamin.Weinstein@tn.gov.

Sincerely,



Jennifer Brinkman
Director

cc: Kenneth Ray, Chief of Police
File



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 9/1/2023	End Date 6/30/2025	Agency Tracking # -	Edison ID
Grantee Legal Entity Name Town of Ashland City			Edison Vendor ID 1534
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A	
		Grantee's fiscal year end: June 30	
Service Caption (one line only) VCIF, Formula Based Grant			
Funding —			
FY	State	Federal	Interdepartmental
FY24	\$79,367.00		
FY25	\$4,812.00		
TOTAL:	\$84,179.00		\$84,179.00
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - GG</i>	
Speed Chart FA00003518	Account Code City - 71302000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
TOWN OF ASHLAND CITY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html> . The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 9/1/2023 ("Effective Date") and extend for a period of Twenty Two (22) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eighty Four Thousand One Hundred Seventy Nine Dollars (\$84,179.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024 and Attachment A-1 for fiscal year 2025, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee 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 Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant 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 Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or

an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ben Weinstein, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Benjamin.Weinstein@tn.gov
 Telephone # (615) 687-7061

The Grantee:

Kenneth Ray, Chief of Police
 Ashland City Police Department
 233 Tennessee Waltz Parkway, Suite 101
 Ashland City, Tennessee 37015
 Email: kenny.ray@ashlandcitytn.gov
 Telephone # (615) 405-8778

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.

- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee 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.34. Debarment and Suspension. The Grantee 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 Grant 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 Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee 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 or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. 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 Grantee by the State or acquired by the Grantee 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee 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. Grantee 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 Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance

and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant 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"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee 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 Grantee and in accordance with this Grant 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. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee 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 Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, 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 Grantee 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 Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

- b) Property Damage Liability – minimum of \$300,000.00 per incident.
- c) Comprehensive – maximum deductible of \$500.00.
- d) Collision – maximum deductible of \$500.00.
- e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards (“FMVSS”) as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State’s prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration (“FTA”). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

GRANTEE SIGNATURE

DATE

JT Smith, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VCIF

Required Information on Authorizing Agency:		Implementing Agency:	
Name: Town of Ashland City		Name: Ashland City Police Department	
Federal ID Number (FEIN): 62-6000239		Address: 233 Tennessee Waltz Parkway, Suite 101	
DUNS Number:		Ashland City, TN 37015-	
SAM Expiration Date:			
Fiscal Year End Date: June 30			
Will You Have Any Subcontracts? Yes			
Project Title: Formula Based Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
JT Smith, Mayor		(615) 405-8778	jtsmith@ashlandcitytn.gov
233 Tennessee Waltz Parkway, Suite 103		EXT:	
P.O. Box 36			
Ashland City, 37015			
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Kenneth Ray, Chief of Police		(615) 405-8778	kenny.ray@ashlandcitytn.gov
233 Tennessee Waltz Parkway, Suite 101		EXT:	
Ashland City, 37015			
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Gail Bowman, Financial Director		(615) 792-5618	gbowman@ashlandcitytn.gov
233 Tennessee Waltz Parkway		EXT:	
Ashland City, 37015			
County/Counties Served (Type ALL if Statewide):			
Cheatham			
U.S. Congressional District(s): 6			

**Formula Based Grant - Scope of Services
Violent Crime Intervention Fund Grant
FY 2023-2025**

APPLICANT AGENCY NAME: Ashland City Police Department

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

A.1: *Please provide current population, demographics, and violent crime data for your jurisdiction, including Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data.*

Located in Cheatham County in northwest Tennessee, the Town of Ashland City has a population of approximately 5,193 people (2020 Census) and the city spans approximately 10.8 square miles. The demographic make-up of the city is approximately 80.4% White, 5.95% African American, 4.43% other and 8.2% Hispanic or Latino. The Town of Ashland City is the home of State Industries, now known as A.O. Smith, where they produce water heaters. Recently, the city limits were extended to include the industrial park which is home to Nashville Fabrication and Caymas Boats. The Town of Ashland City also hosts two large events annually: Summerfest and Music on Main. Those events attract hundreds, and sometimes thousands, of people.

According to TIBRS (Tennessee Incident Based Reporting System) data, between 2020 and 2022, Ashland City responded to 19 aggravated assaults and 761 drug incidents. Additionally, the Town of Ashland City had 110 domestic violence incidents in that time frame.

While drug crime, in and of itself, is not a violent crime, there is a link between drug crime and violent crime. Approximately 5% of aggravated assaults and 3% of homicides in Tennessee are related to drug activity. Furthermore, with the increased potency of opioids, drug overdoses that result in death are becoming more and more common. Based on the statistics above, it is apparent there is an issue within our community with overdoses and overdoses resulting in deaths. In these cases, if the supplier can be identified, there may be resulting murder charges. It should be noted that violent crime numbers in Tennessee, as a whole, are significantly higher than the national average which, therefore, increases the possibility that law enforcement officers will encounter violent crime incidents, even if they are not currently, or traditionally have been, prevalent in their community.

Additionally, active shooter incidents have increased significantly across the United States since 2019 with a 33% increase between 2019 and 2020, and a 52.5% increase between 2020 and 2021. Overall, active shooter incidents have increased 96.8% since 2017. Furthermore, 61 of these incidents occurred in 30 states in 2021. 3 of those were in Tennessee. (*FBI Active Shooter Incidents in the United States in 2021* report). The nature of these incidents does not allow law enforcement agencies the luxury of knowing if or when they could happen in their own community; as a result, it is incumbent on the agency to be prepared in the event of an active shooter. Having large manufacturers and retailers, like A. O. Smith and Walmart, within our small community strongly increases the chances

of an active shooter incident occurring. Hosting large events like Summerfest and Music on Main, makes it a target due to the large crowds allowing for mass casualties.

A.2: *Based on the information provided above, please identify which target crime types, victim types, hot spots, and other areas and issues of particular interest VCIF funding will help to address.*

The Ashland City Police Department plans to use the VCIF funding to address officer safety and their ability to respond safely to all incidents of violent crime. The drug use in our community grows daily and a large part of overdoses come from dark parking lots and parks. The funds will also be used to purchase the necessary equipment to protect our officers in active shooter situations which are becoming more and more prevalent every day. Making sure that the Ashland City Police Department is prepared to handle such an extreme situation will not only bring relief to the officers, but also the community. Additionally, with the regular influx of people coming into Ashland City for work and pleasure, Ashland City Police Department plans to use VCIF funding to improve their investigative capabilities of all violent crime by purchasing license plate readers (LPR's).

A.3: *Please briefly describe any obstacles or issues your agency has experienced with addressing these targets previously. How will VCIF funding help your agency to mitigate those obstacles?*

The Ashland City Police Department is a small agency with 16 officers, a Deputy Chief, and Chief. The police department provides 24-hour coverage, year-round. As a result of this, Ashland City Police Officers are frequently working by themselves with the only backup being officers from surrounding agencies. The police department operates on a small budget and as a result, does not have the funds to purchase equipment that is essential to effectively respond to violent crime incidents including domestic violence. Ashland City police officers find themselves in increasingly dangerous situations without the necessary equipment to ensure the officers' safety and the safety of all involved parties. The VCIF funding would allow Ashland City Police Department to purchase active shooter kits and license plate readers (LPR's) which in turn would improve officer safety, the efficacy of violent crime responses and investigations, and the safety of the community.

B. PURPOSE

GOAL 1: Improve investigation of violent crime.

Objective 1.1: Improve digital evidence capabilities with license plate readers.

Activity 1.1.1: Work with a state contract vendor to purchase fixed license plate readers.

Activity 1.1.2: Identify proper placement locations on state right of ways in heavily traveled areas and areas prone to drug overdoses.

Activity 1.1.3: Host training for staff on the usage and accessing the collected data, including detective and investigator training.

GOAL 2: Prepare officers for active shooter situations.

Objective 2.1: Purchase necessary equipment to protect and assist officers during an active shooter situation.

Activity 2.1.1: Train officers on the use of equipment

Activity 2.1.2: Host active shooter drills

C. COLLABORATION

C.1. *Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.*

Although there will not be any formal collaboration agreements, we plan to work cooperatively with surrounding agencies or agencies that entered the license plate to help aide in their investigations.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

D.1. *List each piece of equipment you intend to purchase to achieve the Goals and Objectives listed above. How will it be deployed/used by your agency?*

The Ashland City Police Department plans on purchase the following items:

21 Active Shooter Kits: The helmets are tactical and provide head protection against handgun, blunt force trauma, and environmental threats. They contain face shields that protect the face. Ballistic vests are designed to protect the officer's torso and vital organs from penetration by projectiles and other objects that may cause significant or fatal injury.

9 License plate readers: LPRs are small, high speed cameras systems that automatically capture all license plate numbers that come into view, along with the location, date, and time. They provide the capability of searching for specific license plates, alerting if it is detected; it also has historic search capabilities. The LPRs will be mounted on state right of ways. Note that this item will be purchased on statewide contract. The agency will work with TDOT in order to install and operate the LPRs on state right of ways.

D.2: *List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.*

No staff will be hired as part of this grant proposal.

D.3: *Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed***

on your budget will enable or enhance the Goal(s), Objectives, and Activities listed above.

Improving the Ashland City Police Department's ability to respond to violent offenders and situations will increase officer safety, as well as the safety of those involved in the situation, and the community as a whole.

License plate readers are a powerful tool in violent crime investigations. They allow investigators to search for vehicles that have been identified as being involved in violent crime. Furthermore, they can generate a pattern of travel or place a vehicle in a certain location at a specific time. All of these things serve to generate leads and help contribute towards the successful prosecution of violent offenders. Additionally, LPRs can alert police to the presence of stolen vehicles and can be crucial in resolving time-sensitive issues such as Amber Alerts. Research has shown that LPRs result in more follow-up arrests than traditional policing methods with less manpower making them a cost-effective way to combat violent crime.¹ The LPRs will be installed on state rights-of-way, in locations that will maximize their usefulness including the walking track, the park parking lot, and on the main highway. Ashland City Police Department will work with TDOT in the purchase and installment of the LPRs on specific roadways within our agency's jurisdiction. There will be an annual equipment maintenance fee associated with the LPRs that is incorporated into the agency's budget.

Active shooter kits will not only provide protection for our officers, but they will also provide comfort knowing we are prepared to handle such a horrifying situation. Body armor is used to protect an officer's torso and vital organs from any firearm projectile or other object that may penetrate it causing seriously bodily harm or death. The vast majority of felonious police officer deaths are attributed to firearms (*FBI Law Enforcement Officers Killed and Assaulted (LEOKA) report 2020*). A National Institute of Justice funded study found that officers that wore body armor were 76% more likely to survive being shot in the torso than officers who were not wearing body armor.² Officer deaths in which they were wearing body armor often times occurred because either the injury was sustained to a part of the body not protected by body armor or because of ill-fitting body armor that allowed the bullet to enter the torso under the armor or through the side panels.³ The ballistic helmets will help further minimize the risk of serious or fatal injury to the officer by protecting the head. Providing officers with improved tactical equipment will allow them to intervene quickly and effectively in an active shooter situation to address the threat and minimize the loss of life. Active shooter drills will be implemented to train our officers how to use the equipment and assist in preparing a fool proof plan in a real active

¹ Ozer, M. (2016). Automatic license plate reader (ALPR) technology: Is ALPR a smart choice in policing? *The Police Journal*, 89(2), 117–132. <https://doi.org/10.1177/0032258X16641334>

² Mark Greene, "Body Armor: Protecting Our Nation's Officers From Ballistic Threats," November 14, 2018, [nij.ojp.gov](https://nij.ojp.gov/topics/articles/body-armor-protecting-our-nations-officers-ballistic-threats): <https://nij.ojp.gov/topics/articles/body-armor-protecting-our-nations-officers-ballistic-threats>

³ Bruce Taylor, Bruce Kubu, Kristin Kappleman, Hemali Gunaratne, Nathan Ballard, and Mary Martinez, *The BJA/PERF Body Armor National Survey: Protecting the Nation's Law Enforcement Officers*

shooter situation.

D.4: *What impact will this funding have on your agency's ability to respond to violent crime?*

The VCIF funding will provide Ashland City Police Department with the ability to purchase equipment that would not otherwise be available due to budget restrictions. These items will allow Ashland City police officers to respond to violent crime incidents effectively and safely; therefore, improving their ability to arrest and prosecute violent criminals. The safety of officers and the community is paramount. The addition of active shooter kits for the Ashland City police department provides them with a tool to successfully prepare for active shooter situations. Additionally, the LPR's will provide Ashland City Police Department with the investigative capabilities to identify and apprehend violent offenders.

SIM cards will be purchased and utilized for the LPRs. These SIM cards are used to store and secure identifying information and data associated with these devices. The SIM card purchase and data storage costs will be applicable in FY24 and FY25.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

Length of Time	Activity	Individual Responsible
30 days after contract execution	Engage with state contract vendor to purchase license plate readers and the vendor to purchase active shooter kits.	Chief Kenneth Ray
6 months after contract execution.	All license plate reader equipment is purchased and installed.	Chief Kenneth Ray
6 months after contract execution	All officers fitted for active shooter kits.	Chief Kenneth Ray
6 months after contract execution	All personnel trained on the use of the license plate readers and use of active shooter equipment.	Chief Kenneth Ray
Ongoing	Host active shooter drills and continue training on license plate readers for new hires and updates.	Chief Kenneth Ray
Report submission as required	Required benchmark and outcomes reporting	Chief Kenneth Ray
End of Contract Period	Submit program output report.	Chief Kenneth Ray

E. OUTPUTS

E.1. *The following performance measures will be reported as required. Please select the appropriate OUTPUTS from the VCIF Abstract and include any additional Outputs your strategy will yield:*

- Purchase nine (9) license plate readers to be installed on state right of ways.
- Purchase twenty-one (21) active shooter kits to protect officers in active shooter situations.

F. DATA COLLECTION AND INFORMATION SHARING

F.1 *Please describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.*

During the contract period, the Ashland City Police Department will gather data using our records management software, Tyler, to keep track of violent crime trends and data. This provides the police department with the capability to generate reports based on specific crimes at any time and monitor the effect of the newly acquired equipment on violent crime intervention and officer safety.

Additionally, the Ashland City Police Department will continue with accepted TIBRS standards and practices in reporting crime statistics. This will allow the Ashland City Police Department to measure the efficacy of the newly implemented technology with regards to violent crime intervention.

G. ACCOUNTABILITY

G.1 *Describe how this funding will have long term impact on the violent crime in your region.*

The VCIF funding will allow the Ashland City Police Department to improve their ability to respond to violent crime through the addition of license plate readers, and active shooter situations, should they arise, with active shooter kits. With this equipment, the Ashland City Police Department will be able to respond safely and effectively to incidents of violent crime ensuring the safety of the community. Ashland City is a small community and the money provided by the VCIF allows the police department to purchase equipment that they would not have been able to afford. The VCIF funding ensures that the Ashland City Police Department is well-equipped to address any violent crime that may arise in the community.

- G.2 *Include information on how enhanced collaborations, improved investigations and newly fostered community relationships will be sustained.*

The acquisition of new equipment through the VCIF funds will improve the Ashland City Police Department's ability to intervene in and investigate violent crime with successful outcomes. As a result of this new equipment, it is hoped that the community will respond positively to the police department's ability to better resolve violent crime investigations, as well as address overdoses, drug activity, and active shooter possibilities, thus further fostering a long-term positive relationship between the police department and the community that they serve.

- G.3 *Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.*

All items purchased via the VCIF funding will be inventoried and maintained by the Project Director, Chief Kenneth Ray. Additionally, the Ashland City Police Department will also follow standard operating procedures or policies to ensure the appropriate use of the newly acquired equipment.

GRANT BUDGET				
AGENCY NAME: Town of Ashland City Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 09/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$3,240.00	\$0.00	\$3,240.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$19,236.00	\$0.00	\$19,236.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$56,891.00	\$0.00	\$56,891.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$79,367.00	\$0.00	\$79,367.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
(posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Town of Ashland City Police Department

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees: SIM Cards for 9 LPR's	\$3,240.00
TOTAL	\$3,240.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Sensitive Minor Equipment: 21 Active Shooter Kits that include Helmets and Vests (One time purchase) \$19,236	\$19,236.00
TOTAL	\$19,236.00

CAPITAL PURCHASE	AMOUNT
Capital Purchase: 9 LPR units at \$55,782.00 plus shipping	\$56,891.00
TOTAL	\$56,891.00

GRANT BUDGET				
AGENCY NAME: Town of Ashland City Police Department				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2024 END: 06/30/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$4,812.00	\$0.00	\$4,812.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$4,812.00	\$0.00	\$4,812.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*
 (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Town of Ashland City Police Department

FUND SOURCE: State VCIF

SOLICITATION IDENTIFICATION TITLE: Violent Crime Intervention Fund: Formula-based Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Professional Fees: Annual Equipment Maintenance Fee for 9 LPRs	\$1,809.00
Professional Fees: 12 months of data for 9 LPRs via SIM Cards	\$3,003.00
TOTAL	\$4,812.00

Instructions for Completing the Certification Forms

- Read the certifications thoroughly prior to completing the certification documents.
- Please ensure that the **Authorized Official** (the same person who signed the Grant Contract) signs each certification.
- Agencies should review the certifications to ensure they are completed in full with signatures and dates.
- Agencies should make a copy of the completed certifications and keep them in their agency grant file.
- Completed certification forms should be returned to OCJP along with the signed Grant Contract. Please return entire document - stand-alone signature pages will not be accepted.

Violent Crime Intervention Fund Equipment Certification

Pursuant to Title III-2 Item 3.5 to the Department of Finance and Administration, Office of Criminal Justice Programs, identified on page B-19 of the 2022-2023 Budget Document, the Violent Crime Intervention Fund (VCIF) shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. All recipients of VCIF grants **shall certify to abide by the following requirements for all equipment, materials, technology, and other expenses funded in whole or in part with VCIF grant funds, at any point throughout the life of the grant.**

As an authorized representative of a law enforcement agency receiving a VCIF grant, I certify that this agency shall:

1. Have and maintain a current certification by the Tennessee Association of Chiefs of Police throughout the life of this grant and limit the use of all VCIF-grant funded equipment, materials, and technology only to those agency employees with active certification by the Tennessee Police Officer Standards and Training Commission (POST). 105 (see Schedule A).
2. Comply with all applicable federal and state laws (including, but not limited to, Federal Aviation Administration [FAA] and other Federal agency requirements, Tennessee Code Annotated, and State of Tennessee agency regulations and rules), including but not limited to TCA 39-13-609 specific guidance with regard to usage of unmanned aerial vehicles/drones (UAVs).
3. Have and maintain a current certification from the Tennessee Association of Chiefs of Police regarding its Use of Force and Duty to Intervene and Render Aid policies. The Agency must also comply with all applicable law regarding use of force and certification of use of force policies, including but not limited to TCAs 38-3-121, 38-8-101, 38-8-113, 38-8-127:130, and 40-6-105.
4. Comply with all local county/municipal government rules and ordinances governing procurement, use, inventory, and storage of the grant funded equipment and services purchased with grant funds.
5. Comply with all applicable agency policy, procedure, and protocol related to the acquisition, use, maintenance, or storage of the grant funded equipment and services, including developing and implementing policies and procedures required by state, federal, or local law or ordinance, and Schedule A of this certification.
6. Provide all employees training regarding appropriate use of VCIF-funded equipment prior to the use of such equipment.
7. Utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF funds only for its expressed intended scope and purpose as outlined in Attachment A of the VCIF contract ("scope document") during the life of this grant and all extensions of the grant period.
8. Provide notice of any agency non-compliance with certifications number 1-7 above to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said non-compliance, and provide a detailed report outlining said non-compliance no later than 48 hours from discovery, unless an extension is granted to the Agency; **AND**

9. Provide notice of the death of any person related to the use of any grant funded equipment, program, or service to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said death and submit a detailed report outlining the circumstances surrounding said death no later than 48 hours from discovery unless an extension is granted to the Agency.

By my signature below I acknowledge that I have read and understand the requirements and obligations stated in this certification document including Schedule A and Attachment A to the VCIF contract and, as the duly Authorized Official for the agency, certify that the agency shall comply with all the stated requirements and obligations.

I further expressly acknowledge and agree that the agency is bound by the stated requirements and obligations now and unless stated otherwise above after the expiration of the VCIF funding contract and that these provisions form a material part of the consideration for the award of VCIF grant funds appropriated.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Schedule A – Agency Policies and Protocols for Certain VCIF-funded Equipment and Technology

Prior to the use of VCIF-Funded Equipment, Technology, or Services, the Agency shall have in place official Standard Operating Procedures (SOP) that specifically govern the following subject matter as outlined below:

1. **Training on Appropriate Use of VCIF-funded Equipment:** When developing the SOP outlining appropriate use of VCIF- funded Equipment, VCIF funded agencies should examine scenarios in which VCIF-funded equipment will likely be deployed, the decision-making processes that will determine whether such equipment is used, and the potential that both use and misuse of such equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety.
2. **Supervision of Use:** The SOP must specify what constitutes appropriate supervision of personnel operating or utilizing VCIF-funded equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. SOP must describe when a supervisor of appropriate authority is required to be present and actively overseeing the use of the equipment in the field.
3. **Effectiveness Evaluation:** The SOP must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of VCIF-funded equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often such equipment is used or whether such equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.
4. **Auditing and Accountability:** The SOP must include strong auditing and accountability provisions that state that the VCIF-funded agency personnel must agree to adhere to agency, state, local, tribal, territorial, and Federal law and policies associated with the use of VCIF-funded equipment and acknowledge and agree that they will be held accountable for failure to do so.
5. **Use of Force:** The SOP shall mandate compliance with Agency’s Use of Force and Duty to Intervene and Render Aid policy when using VCIF-funded equipment.
6. **UAV Coordinator:** The SOP must delegate a UAV coordinator to develop and manage drone policies and procedures, update policies for compliance with federal, state, and local laws and regulations, and ensure operators are trained and certified. Specifically, the Coordinator must ensure that the agency complies with all registration and certifications administered by the [FAA and all Certificates of Waiver or Authorization \(COA\)](#) for specific UA activities; implements a prohibition on the intentional recording or transmission of images of any location where a person would have a reasonable expectation of privacy absent exigent circumstances, or a warrant; and implements a prohibition on weaponization of drones.
7. **Recordkeeping:** The SOP shall include a document and data retention requirement for all requests, authorizations, deployment use, maintenance, evidence, and data related to the acquisition, purchase, or use of all VCIF-funded equipment and technology that satisfies all applicable legal retention requirements.

Use of State Contracts for Law Enforcement Radios and License Plate Readers (LPR)

Equipment Purchase Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration; Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled 4.1 "State Funding Program Requirements" subsection entitled 4.1.3 "Statewide Contracts and Cooperative Agreements" in the grant solicitation for the Violence Crime Intervention (VCI) Fund. I understand that LPRs are only allowable on State right-of-ways and require an application to be submitted to the TN Department of Transportation/TN Department of Safety and Homeland Security (with a copy submitted to OCJP). I certify our agency will comply with the purchasing of said items under the regulations outlined in the grant solicitation.

I acknowledge that a failure to comply with the purchasing requirements outlined in the solicitation regarding law enforcement radios and license plate readers will result in questioned costs associated for each item not in compliance and our agency will be required to reimburse the State for those costs incurred. I further understand the preference for other desired equipment to be purchased from state contract or cooperative agreement when applicable.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs).

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Violent Crime Intervention Funds Subcontract Reporting Certification

As per Title III-2 Item 3.5 to the Department of Finance and Administration, Criminal Justice Programs, for Violent Crime Intervention Grants, and identified on page B-19 of the 2022-2023 Budget Document, shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. As such, the Office of Criminal Justice Programs (OCJP) recipients of the Violent Crime Intervention Funds (VCIF) are required to disclose any subcontract, grant agreement or contract to a local government or nonprofit to OCJP and adhere to OCJP's quarterly reporting requirements related to that subcontract, grant agreement or contract to ensure compliance with the reporting requirements outlined in the budget document.

As a law enforcement agency receiving a VCIF grant, I acknowledge that any subcontract, grant agreement or contract entered into under my OCJP VCIF grant must comply with the following:

- Be with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and
- Services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and
- Must be accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.
- Prior to executing any subcontract, the law enforcement agency must have prior approval from OCJP and include appropriate language as required in the subcontract prior to executing said subcontract.

Additionally, I acknowledge that each law enforcement agency that approves a subcontract, grant agreement or contract with an agency of local government or a third-party nonprofit organization to receive VCIF shall provide a quarterly report to OCJP via the following link: https://stateoftennessee.formstack.com/forms/vcif_subcontract_reporting. The report will include information on the name and location of each subcontractor, grant recipient or contract; the amount of the contract and the purpose for which the funds are used. Reports are due to OCJP July 31st, October 31st, January 31st and April 31st. This quarterly report shall identify the name and location of each grant recipient, the amount of the grant, and the purpose for which the funds are used.

By my signature below I acknowledge I have read and understand the information in this certification and agree to comply with the requirements outlined within.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date September 1, 2023	End Date March 7, 2028	Agency Tracking # 33501-2325409	Edison ID Non-Edison Contract 77833-26		
Grantee Legal Entity Name Town of Ashland City				Edison Vendor ID 0000001534	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number			
		Grantee's fiscal year end			
Service Caption (one line only) Grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, as further defined in the "SCOPE" OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years; or
 - ii. a law enforcement officer who has not been POST certified in Tennessee in the previous seven (7) years and who has held the equivalent of a POST certification from any state in the United States other than Tennessee with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer

time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on September 1, 2023 ("Effective Date") and ending on March 7, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers – Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000

Category 2 Officers – No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000
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- C.4. Travel Compensation. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing- Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

William “Chip” Kain, Executive Secretary
 POST Commission
 3025 Lebanon Pike
 TN Law Enforcement Training Academy
 Nashville, TN 37214
 William.kain@tn.gov

- a. Each Cost Sharing- Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Grantee Name.
 - (2) Name and Signature of the Grantee’s Chief.
 - (3) The Invoice Date.
 - (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer’s start date with Grantee on Grantee’s active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.
- b. The Grantee understands and agrees to all of the following:
- (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:
- (1) Grantee’s Edison ID;
 - (2) Contract Number (assigned by the State);
 - (3) Invoice Number (assigned by the State);
 - (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
 - (5) Grantee’s mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

- C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall be responsible for maintaining and submitting the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant 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 Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

William "Chip" Kain, Executive Secretary
 POST Commission
 3025 Lebanon Pike
 TN Law Enforcement Training Academy
 Nashville, TN 37214
William.kain@tn.gov

The Grantee:

Charles T. McEachron, Detective
 Town of Ashland City/Ashland City Police Department
 233 Tennessee Waltz Pkwy.
 Ashland City, TN 37105
charles.mceachron@ashlandcitytn.gov
 Telephone # (615) 792-5618

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C Notice of Audit.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation,

tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee 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.34. Debarment and Suspension. The Grantee 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 Grant 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 Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee 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 or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. 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 Grantee by the State or acquired by the Grantee 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 Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee 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. Grantee 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 Grant 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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,
TOWN OF ASHLAND CITY:**

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: September 1, 2023			END: March 7, 2028	
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$200,000.00	\$200,000.00	\$200,000.00
25	GRAND TOTAL	\$200,000.00	\$200,000.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$200,000.00
TOTAL	\$200,000.00

ATTACHMENT C

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- Town of Ashland City is subject to an audit for fiscal year #.
- Town of Ashland City is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000001534

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	