



TOWN OF ASHLAND CITY

Regularly Scheduled Workshop Meeting

November 07, 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.](#) October 3, 2023, Workshop Meeting Minutes

PUBLIC FORUM

- 2. Procedure for Speaking Before the Council***

- * Speakers must complete the information form and submit it to the transcriber prior to the public forum. Be prepared to speak when your name is called.
- * Each speaker will be allowed 4 minutes.
- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- * Each speaker should state the following:
 - his/her name
 - whether they are an Ashland City resident and/or property owner
- * No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- * All remarks shall be directed to the Council/Board as a body only.
- * No person shall be allowed to disrupt or interfere with the procedures.
- * Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.
- * No one shall make open comments during the meeting.

REPORTS

- [3.](#) Strategic Plan Review
4. Attorney
5. Project Update from Josh Wright
6. Codes Department
7. Court Department
8. Finance Department
9. Fire Department
10. Human Resources
11. Parks Department
12. Police Department

13. Public Utilities/Works
14. Technology Department
15. Senior Department
16. Strategic Plan Wrap-up

UNFINISHED BUSINESS

- [17.](#) Resolution: Flood Emergency Response Plan: Wastewater Treatment Plant
- [18.](#) Resolution: Purchasing Policy
19. Beautification Project: Amanda Bell
20. Sycamore Street Water Line Discussion
21. Banner Discussion
- [22.](#) City Administrator Position

NEW BUSINESS

- [23.](#) Code of Ethics Policy Discussion
- [24.](#) Ordinance: Amend Zoning Article V, Section 5.053.2(C) I-2 Special Exceptions
- [25.](#) Resolution: Update Section III Leave of the Personnel Policies and Procedure Manual
- [26.](#) Benefits Inc. - ACA Reporting
- [27.](#) Civic Plus Contract
- [28.](#) Facilities Use Agreement - Ashland City Elementary
29. ACES Ball Field Agreement
30. Corp of Engineers Contract
31. Fireworks - Harris Nicholson
32. Charter Change - Election Discussion
33. Caldwell Park Discussion - Owen Hicks
34. Building & Codes Department Move Locations
- [35.](#) Award Paving Bid
36. CSR Contract - City Hall
- [37.](#) ECS Southeast, LLP Contract - City Hall
38. Position Title Change - Senior Center Activities Coordinator

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

39. Request to Bid Banks
40. Request to Bid Mowing

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
October 03, 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. August 22, 2023, Special Called Council Minutes

A motion was made by Councilman Smith, Seconded by Councilman Kerrigan, to approve the August 22, 2023, Workshop Meeting Minutes. All approved by voice vote.

2. September 5, 2023, Workshop Minutes

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to approve the September 5, 2023, Workshop Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Procedure for Speaking Before the Council

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- * Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
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- * Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.

No one shall make open comments during the meeting.

None.

REPORTS

3. Attorney
Ms. Noe stated all items are on the agenda.
4. Project Update from Josh Wright
Mr. Wright gave an update on all projects.
5. Codes Department
Mr. Nicholson gave a codes update.
6. Court Department
Absent
7. Finance Department
Ms. Bowman gave a finance update.
8. Fire Department
Chief Walker gave a fire update.
9. Human Resources
Ms. Black gave a human resources update.
10. Parks Department
Mr. Clark gave a parks update.
11. Police Department
Assistant Chief Matlock gave a police update.
12. Public Utilities/Works
Mr. Biggers gave a public works update.
13. Senior Department
Ms. Batts gave a senior update.

UNFINISHED BUSINESS

14. Ordinance: AMEND TITLE 8, CHAPTER 2: BEER
Jennifer Noe spoke on the changes from the state.
15. Ordinance: Budget Amendment #2 - Drug Fund
Ms. Bowman discussed the budget amendment.
16. Resolution: Flood Emergency Response Plan: Wastewater Treatment Plant
Ms. Noe and Mr. Biggers discussed the Flood Response Plan.
17. Banner Discussion
The council made several suggestions and plan to discuss it again at the November workshop.
18. Beautification Project: Amanda Bell
Ms. Bell discussed the cost of hiring a landscape architect.

NEW BUSINESS

19. Resolution: Purchasing Policy
Ms. Bowman discussed the policy may be deferred to November.
20. Resolution: Update Wage and Salary Policy - Pay Table
Ms. Bowman discussed the update would include the City Administration position and renaming a position without adding additional personnel.
21. The Calendar Guys, LLC Agreement
Assistant Chief Matlock discussed this would result in a donation to the department.
22. Solomon Builders Retainage Agreement - City Hall
Ms. Bowman discussed the state law requiring this agreement.
23. LPR Subscription Package 5 Year Contract
Assistant Chief Matlock discussed removing this contract from the agenda.
24. TCAD Senior Center Competitive Grants Contract
Ms. Batts discussed the contract.

25. Ray Stevens CabaRay Agreement
Ms. Batts discussed the agreement.
26. Attorney Fees - City Business Approval
Mayor Smith and the council discussed how to handle calls from citizens.
27. City Admin Hiring Process
Job description, timeline, and advertisement were discussed by all.
28. 308 N Main Runoff Issues - Janet Knight
A customer asked to have this issue moved to November.
29. Ingram Barge Port Discussion
The mayor requested a resolution to show support.
30. Sycamore Street Water Line Discussion
The mayor discussed a meeting with the county over the need for a new 6–8-inch line.
31. Riverbluff Dock Expansion Discussion
Mr. Clark discussed the expansion possibility.
32. Senior Center Name Change, Logo Change, and Age Qualification Change
Ms. Batts discussed the possible name/logo change.
33. Home Visiting Program for Community Seniors
Ms. Batts discussed the possibility of a new program.

SURPLUS PROPERTY NOMINATIONS

34. Fire: 10 Metal Lockers
Chief Walker requested surplus items and give them to another organization.
35. 15 rolling office chairs – Senior
Ms. Batts requested surplus items and gave them to another organization.

EXPENDITURE REQUESTS

None.

OTHER

36. City Recorder Interviews
The council conducted an interview for the city recorder.

ADJOURNMENT

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:40 p.m.

MAYOR JT SMITH

INTERIM CITY RECORDER

November 2022
Town of Ashland City
Strategic Plan



November 2023 Review

Generic/Overall Goals& Objectives

Completed 1.5 out of 5			Council Priorities
	Accomplished	Still working on	Number
Traffic/Parking Issues	0%		4
Quarterly events for employees	2023 Quarter 3 -Title VI Cookout 2023 Quarter 4 - Thanksgiving Lunch, Christmas Dinner	50%	3
Entire City participate in monthly events/awareness	0%	PW is searching for signs to show support of awareness	2
City Flag design contest	Completed by Josh Wright		1
More continuity among employees			2

City Council Vision & Goals

Completed 3 out of 11			Council Priorities
	Accomplished	Still working on	Number
Comprehensive Land Use Plan	Update Zoning 1st, details on page 7 of B&C 5 year Plan	Target Completion Date of 6/30/26	4
Tourism/Events	Added Food Truck Mondays, Concerts in Park and Movies in Park	Better Ways to Advertise	2
Community Center w/indoor pool		In Design Phase	2
Vision for "Zoning"		In Process, in Chapter 4, Refer to page 4 of B&C 5 year plan	1
Address Downtown Vitality		TDOT grants managed by TDOT	1
Arts/Music Festivals	MOM, Concerts in Parks		1
Trail Development	Trailheads resurfaced and lined	TDOT grant in process	1
Caldwell Park		Focus at this time is on new sports complex	1
Public Information Officer	Officer resigned	Determining next officer qualified for this position, will require lengthy training process. Goal of 6/30/2025	1
Attract Builders to Community		Updating Zoning	
Work with the Chamber of Commerce	Mayor, Violet and Gena are working closely with Chamber. Violet is on the event committee for Chamber.		

Strategic Goal Setting Review

Completed 7 out of 15 Department	1st Year Goal/Objectives		Council felt this should be completed
	Accomplished	Still working on	Number
Codes			
Re-evaluate Permit Fees		After Zoning is updated. Goal date of 6/30/2025	4
Administrative Assistant	Yes		0
Fire			
New Building Furniture	60% complete	Completed goal date of 6/30/2024	2
Parks			
Weekly Food Truck Event	Yes	Next season, 2 Mondays a month with one for lunch and one for dinner.	1
Police			
Security Cameras at Parks and Firing Range		Provided by a grant, working on contract for the cameras	5
Interview Room Equipment		FYE 2025 Budget	2
Firing Range		In design phase	1
Active Shooter Kits for Each Officer		Working with County, goal date of 6/30/2025	0
Senior			
Flooding/Parking Issues	Cleaned out drains corrected flooding issues.	Using City employees, plan to add 15 parking spaces, will need to pay for pavement.	2
Streets			
2 1/2 Bridges Repaired		Waiting on TDOT inspections	4
Technology			
Generator at 233 TN Waltz Pkwy		Difficulty finding a company to give a quote. Goal of 6/30/2023	6
Administrative Assistant	Yes		0
24 hour Security Monitoring for Cyber attacks		Currently working towards this service.	0
Water/Sewer			
Security System for Doors	Completed		0
Fill existing vacancies	Completed		0

Completed 3.5 out of 17		2nd Year Goal/Objectives		Council felt this should be completed
Department	Accomplished	Still working on	Number	
Codes				
New employee - Property Maintenance		Goal of 6/30/2026	1	
Court				
Online Pay Access		Goal of 6/30/2025, still working to clean up old items.	3	
Online traffic school option		Doning a study of the amount surrounding areas charge.	1	
Finance				
New employee acct clerk I	Completed		1	
Fire				
Replace Pickup Trucks		1 pickup truck in FYE 2025	1	
Increase Part-time Funds		Change to 2 full-time employees in FYE 2025	1	
Purchase land around new fire station		If it becomes available.	1	
Parks				
River Walk		Goal of 6/30/2027. In plans with sports complex. Corp is willing to work with us.		
Monthly events - May - Oct 2nd & 4th Sat		Yes	4	
Fix or Replace Bridge Trails		Meeting with Jared and Corp to determine if we can repair or will need to hire an engineer.	2	
Police				
Additional funding for Training		Do not need at this time. State is paying for new officers.	1	
Citizens Police Academy		Goal of 6/30/2025	1	
Active Shooter mock training		Working with County, goal of 6/30/2025	3	
Senior				
Land Purchased for new building	Johns Park once Ball Fields have moved.		1	
New building plans		In design phase	1	
Technology				
New employee		Goal FYE 2026	0	
Water/Sewer				
Model for pressure & lines		50% complete	ITEM # 3.	

Completed 1 out of 18		5 Year Goal/Objectives		Council felt this should be completed
Department	Accomplished	Still working on	Number	
Codes				
Rewrite & update all Ordinance		Working on this as updating Zoning.	4	
Finance				
New Employee - Asst. City Recorder/HR person/Assistant to Mayor		Goal FYE 26	1	
Fire				
New fire truck		Change this to refurbish and repaint 1994 Truck, and have the 2012 Truck Repaired	0	
Parks				
Complete New Sports Complex		Phase 1 Completed by 6/30/2025	6	
Equipment & Staffing for increased Park areas		3 to 4 new employees by 6/30/2025	1	
Connect Johns Park to Preacher Pool Park w/future grant (BCBS play)		Trail Grant will help with this progress	4	
Police				
Increase staffing - 2/3 officers		Difficulty staying full staffed. Police pay study for fye 25.	3	
New building (out of floodplane)		10 year plan	1	
Senior				
New Senior Center Building Only		In Design Phase. Looking for grants to help pay for the building. Rebrand name and logo by 6/30/2024 to help with promotion of Senior.	3	
Streets				
Sidewalks Walgreens to Bypass light		TDOT grant to CashSaver, Multimodal Grant	5	
Re-alignment of Frey Street		TDOT	1	
Create Turning lane down Main St		TDOT	0	
Technology				
Stand alone depart of 3		Goal of FYE 26	1	
Water/Sewer				
WTP - land for new plant	Land in front of existing building			
WTP - New Clear Well		Add to increase the current size		
WTP - Additional Water Tanks		Engineer is designing now.		
WTP- Start Process of new water intake from Sycamore Creek				
berland River				
WWTP - New Plan		In Progress, Goal date 5/2025		ITEM # 3.



2022/2023

Strategic Goal Setting Retreat

Goals and Priorities

Prepared by Gary Jaeckel
Municipal Management Consultant

 **Municipal Technical Advisory Service**
INSTITUTE FOR PUBLIC SERVICE

The City Council and Mayor, along with 10 Department Heads gathered in the Cheatham County Library in Ashland City on Thursday, November 3, 2022, to participate in a series of discussions and teambuilding exercises. Over the course of the evening, the Team reviewed information that been compiled by the Mayor in discussions with Department Heads to layout their Long-Range Capital Projects/Improvements over the next 1 to 5 years.

1st Year Goals/Objectives – Department Heads (General Fund): Council Priorities

Technology – Generator for P.W./Police Building	6
Police – Security Cameras at Parks and Firing Range	5
Codes – Re-evaluate Permit Fees	4
Public Works – 2 ½ bridges repaired	4
Fire – New Building Furniture	2
Police – Interview Room Equipment	2
Senior Center – if future plans not approved/ Must do something about flooding & Parking	2
Police – Firing Range	1
Parks – weekly Food Truck in Park event	1
Codes – new employee – Administrative Assistant	
Police – Active Shooter Kits for each officer	
Technology – New employee – Administrative Assistant	
Technology – 24-hour Security Monitoring for Cyber attacks	

1st Year Goals/Objectives – Utilities (Utility Funds)

Water Treatment Plant – Need Security System for Doors

Wastewater Treatment Plant – Fill existing Vacancy

2nd Year Goals/Objectives – Department Heads (General Fund): Council
Priorities

Parks – River Walk 5

Parks – Monthly Events – May to October, 2nd/4th Saturday 4

Court – Online Pay access 3

Police – Active Shooter – Mock Training 3

Parks – Fix or Replace Bridges on Trails 2

Codes – New Employee – Property Maintenance 1

Court – Online traffic school option 1

Finance – New Employee – Accounting Clerk II 1

Fire – Replace Pickup Trucks 1

Fire – Increase Part-time funds 1

Fire – Purchase land around new Fire Station as it becomes
Available 1

Police – Additional funding for Training 1

Police – Citizens Police Academy 1

Senior Center – Land Purchased for new building 1

Senior Center – New Building plans 1

Technology – New Employee – Technician

Public Works – Re-alignment of Frey Street 1

Fire – New fire truck

Public Works – create a Turning Lane down Main Street

5th Year Goals/Objectives – Utilities (Utility Funds)

Water Treatment Plant – land for new plant

Water Treatment Plant – New Clean Well

Water Treatment Plant – Additional Water Tanks

Water Treatment Plant – start process of new water intake from Sycamore
Creek instead of Cumberland River

Wastewater Treatment Plant – New Plant

Generic /Overall Goals and Objectives:

Council Priorities

Traffic/Parking Issues 4

Quarterly events for employees 3

Entire City participate in Monthly events/awareness 2

City Flag design contest 1

More Continuity among employees

City Council Vision and Goals

Council Priorities

Comprehensive Land Use Plan	4
Tourism/Events	2
Community Center w/Indoor Pool	2
Vision for "Zoning"	1
Address Downtown Vitality	1
Arts/Music Festivals	1
Trail Development	1
Caldwell Park	1
Public Information Officer	1
Attract Builders to Community	
Work with the Chamber of Commerce	

Conclusion

As part of the continuing process of Planning and Goal Setting; all projects were listed to include them in future budget planning to insure their completion. The final step in the process was to have the City Council and Mayor provide a preliminary Priority Listing of the Goals/Projects of the Staff and City Council; in order to provide direction to the Mayor and the Management Team as the Budget process moves forward.

WHERE DOES THE CITY COUNCIL AND STAFF GO FROM HERE?

With this part of the process complete, the Town can use the goals and objectives to help formulate a budget plan to address these projects, along with the operational needs of the Town. The process represents only the beginning of a

much bigger and longer process. The goal is to continue to have a more focused direction for decisions that will have to be made in the future as the organization and community move forward in your efforts to improve the Town of Ashland City.

If MTAS can assist the Town in any way in this process as the City moves forward, please call on us. MTAS stands ready to help the Town and provide assistance moving forward.

RESOLUTION NO. 23 –

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ADOPT A FLOOD EMERGENCY RESPONSE PLAN.

WHEREAS, the Town of Ashland City had extensive loss and damage during the 2010 flood;

WHEREAS, the Town has worked with local business owner AO SMITH as well as State and Federal officials to help address flooding in the future and as such planned and constructed the berm located at TN Waltz Parkway;

WHEREAS, the berm has been completed and the Town wants to be proactive for any future flooding disasters;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Town hereby adopts the attached flood emergency response plan.

Approved this the 12th day of September 2023.

Voting in Favor _____

Voting Against _____

Attest:

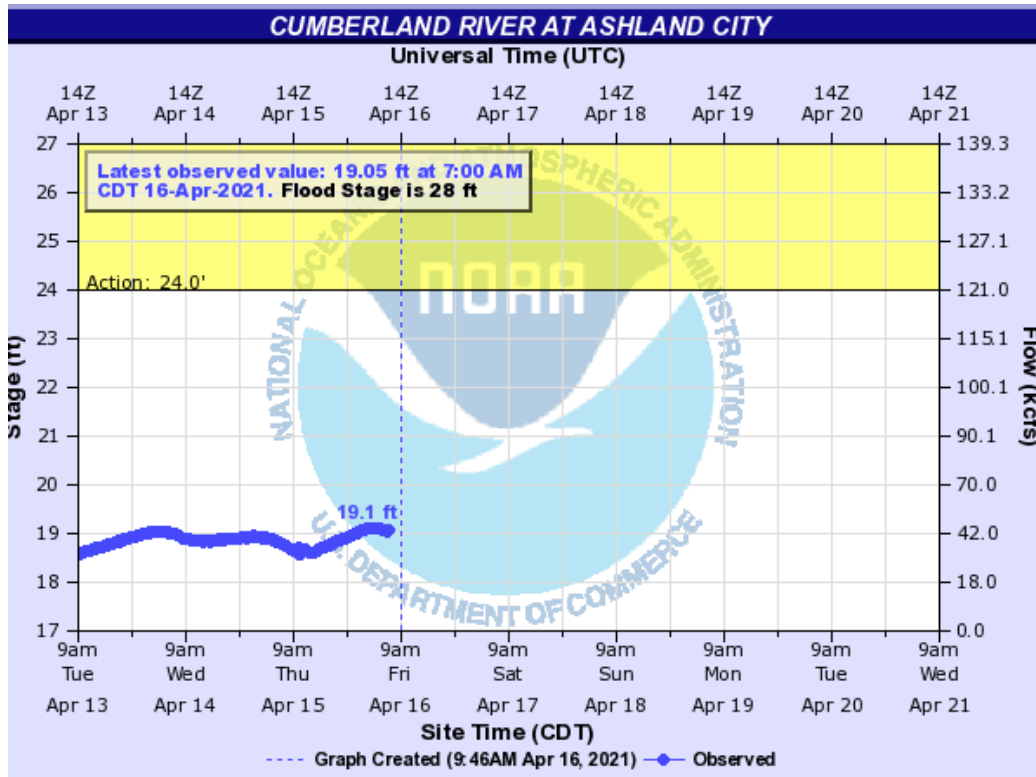
Mayor

Interim City Recorder



Flood Stage Prediction


A river flood gauge has been installed at the Hwy 49 Bridge, and the water level will be monitored online at <https://water.weather.gov/ahps2/hydrograph.php?wfo=ohx&gage=acit1>. One can also look at the Nashville and Clarksville gauge readings to understand the potential value of this information.



The River Gauge “0” reading is 367.04 ft (NAVD88). Thus a 20 ft. river gage reading calculates as elevation 387 ft. The summer pool elevation is around 385’ at the Cheatham Dam. Nashville will be at a higher elevation, and Clarksville will be at a lower elevation. The 100-year flood level elevation is considered to be 402.3 ft (NAVD88) per the 2/26/21 FEMA flood map. The elevation of the top of the A.O. Smith flood abatement system is 409 ft.

Flood Monitoring

A coordinated effort between the Cheatham County Emergency Management Agency and Town of Ashland City officials will be used to monitor river levels on a continuous basis. When river levels reach **21 ft.**, the Public Works Director will initiate preparations at the Ashland City wastewater treatment plant (WWTP) for a potential flood event. The Fire Chief will coordinate communications between the City and A.O. Smith Plant Staff. See Key Contact information below.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant


Key Contacts

Organization	Name	Title	Phone Number
Cheatham County	Edwin Hogan	Emergency Management Agency Director	(615) 456-4419
Ashland City	Chuck Walker	Fire Chief	(615) 533-8357
Ashland City	Clint Biggers	Public Works Director	(615) 887-5400
USACE Cheatham	Tadd Potter	Cheatham Lake Resource Manager	(615) 330-2001
A.O. Smith	Randy Blessing	Environmental, Health, & Safety (EHS) Manager	(615) 973-9138
A.O. Smith	Greg White	Facilities Manager	(615) 419-9708
A.O. Smith	Mike Head	Levee Project Engineer	(615) 974-3373
Ashland City	Allen Nicholson	Flood Plain Administrator	(615) 712-4623

Facility Monitoring

Town of Ashland City wastewater treatment plant and transfer station operation and monitoring:

- a. During an event, the City will monitor river levels with the HWY 49 river gauge.
- b. The safety of City personnel is of the utmost importance. While the Public Works Director believes it is safe to do so, some portion of the staff will physically inspect the wastewater treatment plant and transfer point to ensure systems are functioning properly. The staff currently consists of three WWTP operators and the Public Works Director. The City will also use a Supervisory Control and Data Acquisition system (SCADA) for remote monitoring of these facilities once the new Waste Water Treatment Plant is completed.
- c. Ashland City wastewater personnel will perform the following tasks to prevent the backflow of water into the plant:
 1. Confirm fuel level in generator and fill if necessary.
 2. Operate pump(s) continuously to create backpressure inside the effluent pipes.
 - i. There are two effluent pipes. One primary line, and a second legacy line that is only used for draining tanks to clean them.
 - ii. One pump can typically keep all pipelines pressurized with the second pump in reserve.
 - iii. Both pumps have check valves installed.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant

3. Secure the manhole cover located within the entry road into the treatment plant after completion of the waste/water sewer plant on or before July 31, 2025.
- d. If the facilities become inaccessible and or conditions become such that staff safety is in question, physical monitoring will be suspended until such time as it is determined to be safe for entry.
- e. If the facility becomes inaccessible by the standard route, the emergency access route for fueling the generator would be utilized. See Figure 1.

Generator Fueling Coordination

Purpose:

To provide a coordinated refueling effort between the Town of Ashland City and the Cheatham County Emergency Management Agency.

In the event of a power failure, the follow assessment will be made:


1. Is a significant weather event anticipated?
2. Will this weather provide ample rain fall in the Ashland City drainage basin to increase the level of the Cumberland River?
3. Check the fuel level within each generator. If necessary, top-off the fuel tanks before the event.

Identified Generators

- The Town of Ashland City currently has a generator in place at the existing City Wastewater Treatment Plant (WWTP) north and adjacent to the A.O. Smith facility.
- The Town of Ashland City will have a future generator at the new Wastewater Treatment facility. Timeframe is tentatively Q3 2025.

Maintenance and refueling

- Regular maintenance is to be performed by a contracted and qualified vendor.
- Fuel levels are to be checked regularly using external gauges.
 - o A low-level alarm is incorporated into the backup generator remote panel mounted within the WWTP office building.
- Regular refueling is to occur when the fuel level drops below 60%.
 - o City WWTP personnel are responsible for refueling the backup generator(s).
 - o A City-owned shop truck with an approximately 100-gallon capacity fuel tank is used to transport fuel from storage tanks at the Water Treatment Plant to the WWTP backup generator(s).
 - o The northeast section of levee embankment transitions to existing grade at 410 feet near the elementary school ballfields. A truck can transition onto the crest of the levee and access the AO Smith office parking lot and the WWTP using the existing gates.
- Before and during weather-related events, storage tank fuel levels should be routinely checked. If required, contact the appropriate vendor to refill.

 Ashland City Tennessee	Title: Flood Emergency Response Plan
	Effective Date: TBD
Revision:	Department: Public Works – Wastewater Treatment Plant

- During emergency conditions, such as a power outage, fuel levels will be checked daily. The generator(s) can operate up to 24 hours after refueling. Fuel consumption may vary depending upon the load and overall pump runtimes. Refueling operations will be conducted during daylight hours.

Refueling Vendors

- City will maintain a contract with a refueling vendor.

WWTP Access (See Figure 1)

- Town of Ashland City: **Existing** Wastewater Treatment Plant
 - a. Standard access will be through the A.O. Smith Corporate Entrance (Gate A) via Tennessee Waltz Parkway (SR-455) and through the main gate at the WWTP. See the green route on Figure 1.
 - b. Emergency access will be from Elizabeth Street at the southern entrance to the school. Following the internal road to the rear of the school to Vine Street. Turning left onto Vine Street and proceeding beside the ballfield concessions stand. The elevation is 419 ft. at Vine Street. Access to the City WWTP can be made with a vehicle along the south side of the concessions stand and the southern ball field. This area of the school property is flat and open and merges with the peak of the AO Smith levee. Drivers can proceed to the railroad R.O.W. where the elevation is 410 ft. and cross at the opening in the railroad ROW and onto the northeast corner of the AO Smith campus (near the main offices) using an existing gate. At the northeast corner of AO Smith / southeast corner of the City WWTP, an existing double gate provides access to the City WWTP. Once through the gates, drivers have access to the WWTP and its backup generator. See the orange route on Figure 1.
- Town of Ashland City: **Proposed** Wastewater Treatment Plant
 - a. Standard access will be from Tennessee Waltz Parkway at the City access gate just west of the railroad R.O.W. Once through the gate, drivers will proceed over the levee to the WWTP gate and access the facility to refuel the generator. See the blue route on Figure 1.
 - b. Emergency access will be from 233 Tennessee Waltz Parkway and through the gate at the City Public Works building. Drivers will proceed around the back of the facility following the road crossing the railroad R.O.W. to the new City WWTP. See the purple route on Figure 1.



Flood Action Plan

This action plan will be initiated based on the existing river levels and projected rainfall in the region. This plan is a guide and should be modified as additional information is available or events change.

The following list is presented as the minimum recommended flood stage to reaction line. With the expectation that the levee system will function as designed, river levels up to at least an elevation of 407 feet are not expected to flood the site if the levee system does not fail. The levee system was constructed to a final elevation of 409 feet.

River Level Gauge	Water Elevation	Location	Responsible Person	Action
20.0'	387.0'	Not yet cresting TN Waltz Pkwy	City Staff	Flood watch is to be initiated, staff is to be alerted, and forecast is to be monitored.
21.0'	388.0'	WWTP	Clint Biggers	Initiates WWTP preparations for a potential flood event <ul style="list-style-type: none"> a) Check backup generator fuel level b) Monitor pumps in preparation for continuous operation
28.0'	395.0'	WWTP	Clint Biggers	Switch backup generator refueling route to emergency access route if main power is lost. Coordinate with AO Smith contacts (see Key Contacts list).
36.0'	403.0'	WWTP	Clint Biggers	Evacuate WWTP personnel and monitor the plant electronically via SCADA

RESOLUTION# 2023-

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY UPDATING THE PURCHASING POLICY AND PROCEDURES

WHEREAS, Section 31 of the City Charter of the Town of Ashland City states the City Council shall set purchasing procedures which shall be in compliance with Tennessee purchasing laws.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the purchasing policy and procedures attached hereto are declared the official purchasing procedures for the Town of Ashland City. Changes or revisions to the procedures hereby adopted shall be made only by resolution of the mayor and council of the Town of Ashland City.

Approved as to Legality and Form: _____
Jennifer Noe, City Attorney

Passed: _____

Mayor JT Smith

Interim City Recorder

Town of Ashland City

Purchasing Policy and Procedures



Introduction

The Town of Ashland City's purchasing policy is based on The Municipal Purchasing Law of 1983 with modifications, as allowed by State law, to suit the city's purchasing needs. The intent of the policy is to provide a purchasing framework that has strong internal controls, complies with state law, and creates consistency with procurement activity, ensuring competition based on fair and equal opportunity extended to qualified persons and firms interested in doing business with the town and town departments.

DEPARTMENT MAKING PURCHASE RESPONSIBILITIES: The procurement process is a combined effort between the using department or agency and the Purchasing Department.

The responsibilities of the using department and/or agencies include:

- Allow ample lead-time for the Purchasing Department to process bid/proposal requests, issuance of purchase orders, execution of contract documents and any other task performed by the Purchasing Department.
- Plan purchases in advance to eliminate avoidable urgent or emergency situations.
- Ensure funds have been allocated and approved by the City Council.
- Advise in writing issues or dissatisfaction as soon as they arise with any vendor's performance related to terms, conditions, specifications and performance of their contracts or purchase orders.
- Inform accounts payable of purchases when state, federal or grant funds will be used.
- Ensure that the purchasing policy is followed by all personnel prior to any purchase.
- Enter requisitions for all purchases while ensuring that all proper backup is attached during requisition entry.
- Ensure that proper internal controls are in place for all purchasing transactions.

Section 1. Purchasing Agent. Except as otherwise provided in this policy, all orders for supplies, materials, equipment, and services shall be assigned a PO (Purchase Order) number by the purchasing agent. The purchasing agent will verify that all requirements for purchase have been completed. Once such requirements have been verified, the purchase may be approved and acquired by the purchasing agent or his/her designee. **The purchasing agent is not held accountable for purchases made without following the proper steps in this purchasing manual. The department head will be held accountable for this action, and he/she will be responsible for documenting by email or signed invoice that they are aware the purchase was not made in compliance with this policy prior to the purchasing agent paying the invoice.**

Section 2. Requirements for Purchase. As stated in Section 1, the purchasing agent will verify the requirements for the purchase that have been completed. Those requirements are as follows:

- a) No invoice for supplies, materials, or equipment shall be approved for payment until such supplies, materials, etc., have been received and inspected by the department head or authorized town employee to verify the products are in acceptable condition.
- b) After the inspection of delivered items, the department head or the authorized town employee must obtain the proof of delivery, bills of lading, delivery tickets, or other documentation related to the purchase, including all warranty cards, and submit with the invoice for payment. If no proof of delivery can be obtained, the employee must complete a Missing Proof of Delivery Affidavit to submit with the invoice.
- c) Standardizing supplies and materials that can be bought in large quantities can save money. Thus, department heads should adopt as standards the minimum number of quantities, sizes, and varieties of commodities consistent with successful operation. Where practical, materials and supplies should be bought based on requirements for a six-month period.
- d) The Town is exempt from the payment of excise taxes imposed by the federal government, and suppliers should be requested to deduct the amount of such taxes from their bids, quotations, and invoices. If the purchasing agent sees taxes charged to the invoice, he/she may request the town employee which made the purchase to contact the vendor and request a credit for the tax amount charged.

Section 3. Purchase Requisitions and Purchase Orders (PO) Requirements.

A purchase requisition lets the accounts payable/finance department know, in detail, what the using department needs. A PO shall be completed by the purchasing agent if it meets one of the following criteria:

- a) If the purchase is appropriated through the annual budget and more than \$500.
- b) If the item is a capital good.
- c) If the vendor requests a purchase order or if the department head feels it is necessary.

How to Prepare a Requisition and Obtain a Purchase Order:

A requisition must be completed before a purchase is made, except when stated otherwise!

A properly processed purchase requisition must contain the following information:

- Date issued — The date the requisition is prepared.
- Date wanted — State a definite delivery date. "AT ONCE, ASAP, and RUSH" are vague instructions and don't give the purchasing department sufficient information. Prepare far enough in advance to avoid emergencies.
- Department — The complete name of using department.
- Department head — Signature of the department head

- To be delivered to — Be specific. If vague or indefinite, confusion may result in costly delays.
- Item number — Numerical order of items listed.
- Quantity — The number required.
- Unit — Dozen, lineal feet, gallons, etc.
- Description — Give a clear description of the items, including size, color, type, etc. If the purchase is of a technical nature, specifications should be attached to the requisition. If the item cannot be described without a great amount of detail, a brief description should be given, followed by a trade name and model number of an acceptable item “or approved equal.” Requisitions must not give specifications that will favor one supplier to the exclusion of any others.

NOTE: Incomplete information in this area will result in the requisition being returned to the using department for clarification.

- Account to be charged — Complete budgetary code.
- Unit price — Price for each individual item.
- Amount — A total of quantity times unit price.
- ***The requisitioner shall not split orders to avoid any provision of the city code or charter, this policy, or any other policy established by the city, nor shall requisitions be submitted for the sole purpose of using up budgetary balances.***

If a PO is required, the purchasing agent will convert the requisition only after being completed by the requestor and approved by the department head or his/her designee. The purchasing agent shall forward a copy of each PO to the requestor or department representative and place a copy of the PO in the purchasing file. If the Finance Director says there is not enough in the budget account, it will be referred to the purchasing agent, who will notify the department head in the absence of the Finance Director.

Material Receiving Report

The material receiving report form is designed to inform that item(s) of a particular order has been received.

- **When Prepared:**
This form is completed immediately upon receipt of materials, supplies, or services.
- **Who Prepares:**
The person receiving the merchandise.
- **How to Prepare:**
A proper material receiving report must contain the following information:
 - ❖ Purchase order number — The number from the purchase order on which the items were ordered. If not purchased from a purchase order, the following still applies.
 - ❖ From — Name of vendor
 - ❖ Material received by — Person receiving the item.

- ❖ Date received — Date the goods are received.
- ❖ Quantity — Number of items received.
- ❖ Description — Brief statement describing item(s)
- ❖ Price — Unit price from the purchase order
- ❖ Per — Unit measure (foot, lb., etc.)
- ❖ Amount — Amount equal to quantity times unit cost.
- ❖ Freight charge — Amount (if any) charged for delivery.

When any item(s) is not in satisfactory condition, a statement about the condition of the item(s) must be made in the description column. There is no need to write anything in this column if the item is undamaged.

Section 4. Purchasing Thresholds

Unless otherwise exempted by state law, the following limits apply to all purchases.

Purchases Costing Less Than \$3,000

The department head, after appropriation through the budget, is expected to obtain the best price and service available for purchases estimated from \$0.01 to two thousand nine hundred ninety-nine dollars and ninety-nine cents (\$2,999.99) and is exempt from the quote and bid requirements. . All contracts or agreements must be presented to the council and signed by the appropriate parties before the purchase is made.

Purchases of like items shall be aggregated for purposes of the quote threshold. The purchase authority shall not be used for purchases of a recurring nature and purchases shall not be split. A split purchase results when a total purchase of \$3,000.00+ is divided into more than one purchase event for the same or similar goods or services from the same vendor or multiple vendors to avoid the formal quote, bid, or proposal procurement method. When purchases are repetitive to the extent that the total of the goods or services nears \$3,000.00 within a fiscal year, the using department shall follow the procedures outlined for purchases over \$3,000.00.

Purchases under \$500 do not require a purchase order.

Purchases between \$3,000.01 to \$9,999.99

All purchase of supplies, equipment, services, and contracts estimated to be more than three thousand and one cent (\$3,000.01) but less than nine thousand, nine hundred, ninety-nine dollars and ninety-nine cents (9,999.99), shall be unadvertised, but require a minimum of three written quotes and should include an explanation if not awarded to the lowest responsive quote. All contracts or agreements must be presented to the council and signed by the appropriate parties before the purchase is made.

A written record of quotes shall be established and retained with the purchase order. Such documentation may be in the form of a letter, fax, email, or other written or printed document stating:

- ❖ The vendor's/contractor's/company's name, address, phone number,
- ❖ The person's name and title or position giving the quote,
- ❖ The price, including delivery, and
- ❖ A complete description of the product or service provided.

Online quotations may be used provided the above information is included.

No purchase shall be made without the required quotes.

When purchases are repetitive to the extent that the total of the goods or services nears \$10,000.00 within a fiscal year, the using department shall follow the procedures outlined for purchases over \$10,000.00.

The purchaser shall obtain a copy of the vendor's liability and workers compensation insurance policies showing coverage amounts for contracts involving construction or other service where the public or contractor's employees could be adversely impacted by the provision of the service. A copy of the policy shall be kept on file by the purchasing agent. The purchasing agent shall also verify budget account balances prior to issuing approval to purchase.

The purchaser shall obtain the vendor's W9.

Purchases between \$10,000.00 to \$24,999.99

All purchases made between ten thousand dollars (\$10,000.00) and twenty-four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$24,999.99) shall follow all the purchase requirements above, with the addition of getting permission of the purchase from City Council. All contracts must be presented to the council and signed by the appropriate parties before the purchase is made.

Purchases \$25,000.00 or greater – Competitive Sealed Bids

All purchases of supplies, equipment, services, and contracts estimated to be more than twenty-five thousand dollars (\$25,000), shall follow the procurement rules for competitive bidding as follows:

- a) The expenditure request shall be taken to the City Council for review and approval to start the bidding process. The expenditure request will be presented by the mayor, department head, purchasing agent, city recorder, or the finance director at the next regularly scheduled or special called meeting of the City Council.
- b) The City Council shall have the authority to approve or disapprove the expenditure request to comply with the annual budget, or for any reason it deems it is in the public interest. The reason for denial shall be stated and recorded in the meeting minutes.

Upon denial, the City Council shall supply direction as to how to handle the situation that prompted the expenditure request.

- c) If approved, the department head shall deliver to the City Recorder a written requisition for the items to be purchased. Such request shall include a description of the items, specifications for the items, an estimated cost of the items, recommended sources and shall include the budget line-item code to which the purchase is to be charged. Bid specifications shall be attached to the request for advertisement.
- d) All requisitions approved by the City Council shall be signed by the mayor and department head.
- e) The department head or employee making the purchase shall follow procedures set forth in the sealed bid requirements.

Once City Council has approved the expenditure request over twenty-five thousand dollars (\$25,000.00) the following procedures must be done to obtain the competitive sealed bid(s):

All purchases over twenty-five thousand dollars (\$25,000), require sealed bids to be submitted to Town of Ashland City: City Hall, Attention: City Recorder prior to a specified bid due date and time. The bids from responsive bidders shall be publicly opened by the City Recorder (or designee) and read aloud. The City Recorder will prepare a summary of the bids and provide the bids and summary for presentation to the City Council. All such bids shall be submitted for award at the next regularly scheduled City Council meeting or special-called meeting together with the recommendation from the department head or purchasing agent as to the best selection for contract performance.

The following polices shall apply to sealed bids:

- a) Plans, specifications, and estimates for any public works project exceeding \$25,000 must be prepared by a registered architect or engineer as required by TCA 62-2-107.
- b) Notice inviting bids shall be published in the council approved newspaper, as required by law, at least five days (5) preceding the last day to receive bids. The newspaper notice shall contain a general description of the good(s) or services to be procured, and the date, time, and place for opening bids. This shall be submitted by the City Recorder
- c) In addition to publication in the required newspaper, the City Recorder may take other actions deemed appropriate to notify all prospective bidders of the invitation to bid, including, but not limited to, advertisement on community bulletin boards, the Town's website, in professional journals and electronic media.

- d) The City Recorder shall keep a record of all open orders and bids submitted in competition for all PO's as required by the ordinance for bidding, including a list of the bidders, the amount bid by each, the method of solicitation and bidding, and Title VI compliance. All records shall be open to public inspection and maintained in the recorder's office. At a minimum, the bid file shall contain the following information on qualifying orders:
- ❖ Request to start bid procedures – the requisition if applicable.
 - ❖ A copy of the bid advertisement if applicable.
 - ❖ A copy of the bid item specification if applicable.
 - ❖ A list of bidders.
 - ❖ A copy of the PO.
 - ❖ A copy of the invoice.
 - ❖ A copy of the signed and dated receiver.
 - ❖ Statement if lowest bidder is not awarded.
- e) No bids received after the time and date advertised will be accepted. All late bids will be returned unopened to the vendor explaining the policy. This includes bids that are postmarked after the specified time.
- f) No telephone bids will be accepted.
- g) The purchasing department or council may request a sample product as part of the bid. If this is stated on the bid proposal form, the vendor is required to comply with this request.
- h) Mistakes in bids detected prior to bid opening may be corrected by the bidder withdrawing the original bid and submitting a revised bid prior to the bid opening date and time.
- i) City Recorder may require the bidders submit a bid bond or other acceptable guarantee equal to five (5) percent of the bid to ensure that the lowest responsible bidder selected by the board enters a contract.
- j) City Recorder may require and then include in the bid documents a requirement for the successful bidder to post a performance bond or other guarantee satisfactory to the town attorney that insures the faithful performance of all the terms and conditions of the purchase contract.
- k) Should it be found, after bids have opened, that a product has been offered with an alternative specification and that this product would be better for the city to use, all bids for that item may be rejected and specification redrawn to allow all bidders an equal opportunity to submit bids on the alternate item.

Section 5. Considerations in Determining Bid Awards. The following criteria shall be considered in determining bid awards:

- The ability of the bidder to perform the contract or provide the material or service required.
- Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service.
- The quality of performance of previous contracts or services, including the quality of such contracts or services in other municipalities, or performed for private sector contractors.
- Compliance with all specifications in the solicitation for bids.
- The ability to obtain and maintain any requisite bid bonds or performance bonds.
- Total cost of the bid, including life expectancy of the commodity, maintenance costs, and performance.
- When a bid results in a tie, one in which two or more vendors bid identical items at the same unit cost, the winning bidder amount tie bids may be determined by one of the following:
 - ❖ Discount allowed.
 - ❖ Delivery schedule
 - ❖ Previous vendor performance
 - ❖ Trade-in value offered.

In the case of a tie bid on identical items and all the factors above are equal, vendor location may be considered.

- When the lowest bid is not awarded, a full and complete statement of the reason shall be prepared by purchasing agent, department head, or City Recorder and kept in the bid file.

Section 6. Exemptions from Competitive Procurement Process

The following purchases, leases and lease purchases shall be exempt from the foregoing competitive procurement process. The Purchasing Agent, or his/her authorized designee, prior to purchase, shall approve all such purchases to be awarded pursuant to any of the exceptions in this subsection, except as may otherwise be provided herein pertaining to emergency purchases.

- **Sole Source Purchases:** Sole source of supply, or proprietary products, as determined after a thorough search for suppliers for the goods or services by the director or department head, under the direction and in consultation with the Purchasing Agent. TCA 6-56-304 requires a report of the sole source or proprietary purchase must be documented

by enumerating the following: amount paid, items purchased, vendor. Report must be provided to the governing body and the financial director as soon as possible.

- **Emergency Purchases:** Emergency purchases with the subsequent approval by one of the following: (1) City Recorder (2) Finance Director, or (3) the Mayor. TCA 12-3-1207 requires: A record of any emergency purchase shall be made by the person or body authorizing the emergency purchase, specifying the amount paid, the items and services purchased, from whom the purchase was made, and the nature of the emergency. A report of the emergency purchase through competitive sealed proposals containing all relevant information shall be made as soon as possible by the person or body authorizing the purchase to the municipal governing body.
- **Purchases through state contracts** (T.C.A § 12-3-1201)
- **Investments in or purchases from the Local Government Investment Pool** (TCA § 6-56-302)
- **Purchases from Government Instrumentalities:** Purchases from instrumentalities created by two (2) or more cooperating governments (T.C.A § 6-56-302).
- **Purchases from Nonprofit Corporations:** Purchases of goods and services from nonprofit corporations formed to specifically serve municipalities (T.C.A § 6-56-302).
- **Purchases, leases, or lease-purchases of real property** (T.C.A. § 6-56-304).
- **Purchases of perishable commodities and fuel and fuel products** when purchased on the open market (T.C.A. § 6-56-304); purchases of natural gas and propane for re-sale (T.C.A. § 6-56-304).
- **Purchases, leases, or lease purchases of secondhand articles** or equipment, etc., from federal, state, or local government units or agencies (T.C.A. § 6-56-304).
- **Purchases of materials, supplies, commodities, and equipment at public auction** (T.C.A. § 12-2-421).
- **Purchases of goods and services through a reverse auction** (T.C.A. § 12-3-1208).
- **Purchases of energy-related services through contracts** (T.C.A. § 12-4-110).
- **Purchases of motor vehicles and intoxicating beverages seized and confiscated by the State** (T.C.A. 12-2-201).
- **Purchases of supplies, equipment, and services by another governmental entity at the request of a municipality** (T.C.A. § 12-3-1203).
- **Purchases made through cooperative purchasing agreements** (T.C.A. § 12-3-1205 and § 12-9-101 et seq).
- **Purchases of any of the insurance as provided in Tennessee Code Annotated, title 29, chapter 20** (T.C.A. § 29-20-407); and
- **Purchases from Tennessee State Industries:** Purchases of articles from TRICOR (T.C.A. § 41-22-119 through 121).
- **Purchases of professional service through contracts and contracts for architects, engineers, and construction services** (T.C.A. § 12-3-1209 and § 12-4-107); Purchases and contracts for legal services, fiscal agents, financial advisor or advisory services, educational consultant services, architectural services, engineering services, and similar services by professional people or groups with high ethical standards shall be made pursuant to the provisions of state law of general application, to include Tennessee Code

Annotated (T.C.A.) § 12-3-1209 and T.C.A. § 12-4-107, as may be amended. Professional service contracts shall be awarded based on recognized competence and integrity, rather than on competitive solicitations; the City may interview eligible vendors to determine the capabilities of such vendors. The City will enter a negotiated contract with the professional service provider.

T.C.A. § 12-4-107 includes additional requirements for governmental entities in the procurement of architectural and engineering professional services. The municipality may seek qualifications from any firm or firms licensed in the state and interview any or all. The qualifications and experience of all the firms under consideration will be evaluated. The successful firm deemed most qualified will meet with the municipality in an attempt to negotiate a contract, the compensation of which is fair and reasonable to the government. Should the municipality and the firm be unable to negotiate a contract with a satisfactory price, negotiations will continue with other qualified firms until a satisfactory agreement is reached.

In the event a municipality has an existing satisfactory relationship with a qualified architectural or engineering firm, the municipality may expand the scope of the services without seeking qualifications from other licensed firms. T.C.A. § 12-4107(a)(1)(D).

For local construction projects or additions to existing buildings, a local government may contract for a construction management agent or advisory services or construction manager at-risk services. Construction management services may be performed by a qualified person licensed under the Contractors Licensing Act of 1994 or by a licensed architect or engineer. T.C.A. § 12-4-107.

Construction management services are to be procured for each project through a written request for proposals (RFPs) process through advertisement. RFPs will indicate the service requirements and the factors used for evaluating the proposals. A governing body may perform work on the project with its own employees and may include the coordination and oversight of this work as part of the services of a construction manager, agent or advisor. T.C.A. § 12-4-107.

All construction work under the coordination and oversight of the construction manager shall be procured through competitive bid. T.C.A. § 12-4-107.

- **Repairs:** For repair services or parts for damaged, inoperable, or less than fully operable equipment, three (3) or more written quotes (estimates) shall be required. If the actual cost of the repairs exceeds the lowest quote (estimate) due to unanticipated repairs that could not have been reasonably foreseen, the additional cost above the quote (estimate) shall be approved on an emergency purchase basis.

- **Change orders:** Change orders to existing construction or improvement contracts within established budgetary limits shall be approved by the council and other interested parties.

Section 7. Rejection of Bids. The City Council shall have the authority to reject all bids or parts of bids when the public interest is served thereby. The City Council shall reject all bids or parts of bids where the supplier has been specifically excluded from bidding work by unanimous vote. The Town shall not accept a bid from a vendor or contractor who is in default on a contract or on the payment of taxes, licenses, fees, or other monies of whatever nature that may be due to the Town by said vendor or contractor. City Council has the right to deny any bid where family or friends of town employees will directly be involved in the project or the project will benefit the town employee's family member, unless the vendor is a sole source provider, meaning the work is not able to be done by any other company.

Section 8. Making Emergency Purchases.

- **Purpose:**

Emergency purchases are to be made by departments only when:

- actual emergencies arising from unforeseen causes occur, including delays by contractors, delays in transportation, and unanticipated volume of work; and
- when property, equipment, or life are endangered through unexpected circumstances; and
- materials, services, etc. are needed immediately.

Emergency purchases are not the failure to recognize the need for a product or service during budgeting or during the town's normal business operations.

- **Who Makes Emergency Purchases:**

Emergency purchases, either verbal or written, may be made directly by the using department without competitive bids, provided sufficient funds are available and necessary approvals have been secured.

- **How to Make Emergency Purchases:**

After determining a true emergency exists, the following procedure should be followed:

1. Notify the Finance Director and or the mayor of the need and nature of the emergency. They will give verbal approval and the department making the emergency purchase (using department) shall complete a handwritten emergency purchase form.
2. The Using department must make sound judgment about price when making emergency purchases of materials and supplies and for labor or equipment. Orders should be placed by those who have a good track record with the department.
3. Suppliers shall furnish sales tickets, delivery slips, invoices, etc., for the supplies or services rendered. Terms of the transactions, indicating price and other data, shall be shown.
4. As soon as the purchase is complete, on the same or following business day, the using department must:

- Give the accounts payable department a complete requisition with a description of the emergency showing approval by the department head and mayor.
 - Give the accounts payable department all paperwork pertaining to the emergency purchase that the supplier has furnished.
5. As soon as possible, the person authorizing the emergency purchase must prepare a report to the financial director and the governing body specifying the amount paid, the item(s) purchased, from whom the purchase(s) was made, and the nature of the emergency.

• **Emergency Purchases General Information:**

Emergency purchases are costly and should be kept to a minimum. Avoiding emergency orders will save the city money.

Section 9. Suspension and Debarment of Vendors. The Finance Director may suspend or debar a vendor for cause, the right of a vendor to be included on a vendor list, and any bid/proposal response from that vendor rejected.

Suspension - A vendor may be suspended for a period not to exceed two (2) years as determined by the Finance Director based upon, but not limited to, the following:

- Default or failure to fully comply with the conditions, specifications, drawings, or terms of a quote, bid, proposal or contract with the City;
- Vendor commits any fraud or misrepresentation in connection with a quote, bid, proposal or contract;
- Vendor is charged by a court of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract (of any kind) or in the performance of such contract or subcontract;
- Vendor is charged by a court with any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a city contractor;
 - ❖ If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of the final court disposition provided by the vendor;
- Vendor becomes insolvent, has proceedings in bankruptcy instituted against, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
- Vendor violates the ethical standards set forth in local, state or federal law;
- Vendor is found to have colluded in order to receive business from the City;
- Default on the payment of taxes, licenses or other monies lawfully due to the City;

- Or any other cause the Finance Director determines to be so serious and compelling as to materially and adversely affect the capability of the vendor to function as a city contractor.

Debarment - A vendor may be permanently debarred for the following:

- Default or failure to fully comply with the conditions, specifications, drawings, or terms of a quote, bid, proposal, or contract with the City on more than one occasion.
- Conviction by a court of law for the commission of those offenses in connection with the vendor's enterprise as stated in sections 3 and 4 of the Suspension section above. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of the final court disposition provided by the vendor.

Section 10. Petty Cash. To buy items that cost less than \$50.00 from businesses that don't issue invoices or charge accounts, a petty cash fund must be set up by the finance director. The department head is solely responsible for any withdrawals from this account. All receipts or requests for monies from this fund must contain the departmental code and be signed by the department head and receipt given to accounts payable.

This fund should be used only if other purchasing methods are not applicable.

The finance officer may establish more detailed procedures for the use of the petty cash fund.

Section 11. Items Covered by Warranty or Guarantee. The city buys many items that have a warranty or guarantee for a certain length of time, such as tires, batteries, water heaters, roofs, and equipment. Before these items are repaired or replaced, the warranty should be used. The purchasing department shall maintain an active current file with complete information on such warranties or guarantees. All copies of warranties must be remitted to the accounts payable department with the invoice indicating date of receipt.

Section 12. Signatures Required. Contracts, applications for title, tax exemption certificates, agreements, and contracts shall not be signed by any city employee other than City Recorder, Finance Director, and Mayor. No contract shall be executed or signed before taking the contract before the council for approval. Contracts and Agreements must be signed by Mayor after council approval.

Section 13. Sale of Surplus Property. When a department head determines there is surplus equipment or material in the department, he or she shall notify the City Recorder in writing. A listing of surplus equipment that includes purchase date, amount, and current condition should be provided to the governing body for approval of disposal. Items with an estimated value of less than \$300 should be disposed of in cooperation with the department head. Items with an estimated value of more than \$300 should be sold at public auctions or advertised for bidding

after approval from the governing body. Such equipment or materials will be sold to the highest bidder.

With approval of the governing body, surplus equipment or material may also be transferred from one department to another. The transferring department must be sure the finance officer is informed of the transfer or sale.

Section 14. City Credit Card Policy. The Town adopted a credit card policy by resolution August 2021. Prior to issuing a city credit card to authorized employees, the authorized cardholders are required to read and sign the policy stating they acknowledge and will comply.

Section 15. General Purchasing Information.

- **Federal Excise Tax**

The city is exempt from the payment of excise taxes imposed by the federal government, and suppliers should be requested to deduct the amount of such taxes from their bids, quotations, and invoices.

- **Purchasing Enough Supplies**

It is in the best interest of the department to order supplies in “bulk” to cover at least 6 months of operation and all purchasing requirements still apply.

- **Standardization Requirements**

Standardizing supplies and materials that can be bought in large quantities can save a great deal of money. Thus, department heads should adopt as standards the minimum number of quantities, sizes, and varieties of commodities consistent with successful operation. Where practical, materials and supplies should be bought based on requirements for a six-month period.

- **Inspection of Deliveries**

No invoices for supplies, materials, or equipment shall be accepted for payment until such supplies, materials, etc., have been received and inspected by the department head.

- **Correspondence with Suppliers**

Copies of any correspondence with suppliers concerning prices, adjustments, or defective merchandise shall be forwarded to the accounting department. All invoices, bills of lading, delivery tickets, and other papers relating to purchases shall be sent to the accounting department.

- **Claims**

The department doing the purchase shall prosecute all claims for shortages, breakages, or other complaints against either shipper or carrier in connection with shipments.

- **Public Inspection of Records**

The purchasing agent shall keep a complete record of all quotations, bids, and purchase orders. Such records shall be open to public inspection.

- **Designee**

When a position such as purchasing agent, finance director, or department head is mentioned, their assistants or designees are acceptable substitutes if they have written permission to do so.

- **Registration and License Requirements**

Architect or Engineer Required: T.C.A. § 62-2-107 provides that state and local governments shall not engage in the construction of public works projects involving architecture, engineering, or landscape architecture without having plans, specifications, and estimates made by registered architects, registered engineers, or registered landscape architects. This requirement does not apply if the cost of the complete project does not exceed fifty thousand dollars (\$50,000), and the work does not alter the structural, mechanical, or electrical system of the project, or the project cost does not exceed one hundred thousand dollars (\$100,000) and the project is located in a state park, and the work is solely maintenance, as defined in the state building commission policy and procedures.

Public Works Contracts: Contractors and subcontractor services for public works contracts exceeding \$25,000 shall comply with licensure requirements contained in T.C.A. § 62-6-102

- **Insurance and W9's**

The purchaser shall obtain a copy of the vendor's liability and workers compensation insurance policies showing coverage amounts for contracts involving construction or other service where the public or contractor's employees could be adversely impacted by the provision of the service. A copy of the policy shall be kept on file by the purchasing agent. The purchasing agent shall also verify budget account balances prior to issuing approval to purchase. The purchaser shall obtain the vendor's W9.

Section 16. Conflict of Interest

- Grant contracts will reference all requirements applicable to that grant project.
- No employee, officer, agent, any member of an employee's immediate family or his or her partner shall have any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed for the City. He/she shall not personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by a person or company wishing to do business with the City. Any member listed in this section violating the provisions of this rule shall be subject to appropriate disciplinary action including termination.
- "Direct Interest," means any contract with the employee himself or with any business in which the employee is the sole proprietor, a partner, or the person having an ownership interest in the business.

- "Indirect Interest" means any contract in which the employee has no direct interest however a spouse, partner or relative has an interest in the contract. A conflict of interest exists if the spouse, partner or relative commingle their assets.
- No employee, officer or agent of the Town of Ashland City may participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

Section 17. Vehicle Insurance Claims When a city vehicle has been involved in a wreck and will need repair, it is the responsibility of the department head to contact the City Recorder with all information in a timely manner so a claim can be submitted. When making payments to vendors for these repairs, it is required to complete the Vehicle Insurance Claim form and submit it with payment to accounts payable.

Section 18. Legal Status Provisions

- **Liability for Excess Purchases**
This resolution shall authorize the purchase of materials and supplies and the procurement of contracts for which funds have been appropriated in the annual budget or which have been authorized and lawfully funded by the City Council. The Town shall have no liability for any purchase made in violation of this resolution.
- **Additional Forms and Procedures**
The purchasing agent is hereby authorized and directed to develop such forms and procedures as are necessary to comply with this resolution.
- **Interpretation**
Words herein in the singular number shall include the plural, the present tense shall include the future, and the masculine gender shall include the feminine and neuter.
- **Severability**
Should any section, paragraph, sentence, clause, or phrase of this resolution or its application to any person or circumstance be declared unconstitutional or invalid for any reason or should any portion of this ordinance be pre-empted by State or Federal law or regulation, such decision or legislation shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.
- **Repeal**
All previously passed resolutions, parts of resolutions, which are inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.
- **Effective Date**
This resolution shall be effective immediately after final passage, the public welfare requiring it.

I _____, as purchasing designee for
_____ department, hereby acknowledge receipt of the Town of
Ashland City Purchasing Policy.

I agree to accept responsibility for following this purchasing policy. Any improper or
unauthorized purchases, or not following the policy may result in disciplinary action up to and
including termination in accordance with Town of Ashland City personnel policy, in addition to
any criminal penalties that may apply. The purchasing designee rights may be suspended or
revoked at the discretion of the Finance Director at any time with notice.

Purchasing Designee: _____ Date: _____

Department: _____

Department Head: _____ Date: _____

Finance Director: _____ Date: _____

JOB DESCRIPTION

**Town of Ashland City
City Administrator**

CLASSIFICATION TITLE: City Administrator
DEPARTMENT: General Government
REVISION DATE: 10-06-2023
REPORTS TO: City Council
EMPLOYMENT STATUS: Full Time
FLSA STATUS: Exempt
PAY RANGE: Pay Grade Level 11

JOB SUMMARY

The City Administrator is under the direction of the City Council, this position oversees the day-to-day operations of the town to ensure the town’s services are provided in the most efficient and effective manner. The city administrator is not required to live in the city or county but should live within a distance agreed upon between the City Administrator and the city council so all functions of the position can be more efficiently fulfilled.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Responsible for the daily and efficient operation of city functions and services, works with department heads for the efficient operation of the city. Makes recommendations to the Council for improving quality and quantity of services.
- Works with the City Recorder in preparing the agenda for city council meetings in consultation with the mayor, council members, city attorney, all department heads, and the City Recorder.
- Attends 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.
- Recommend to the city council the adoption of all such ordinances, resolutions, or other action that he or she deems necessary.
- Assist Mayor, Finance Director and department heads with preparation and implementation of the annual budget for all funds and departments and shall be responsible for oversight of departmental budget development.
- Coordinate long range budget planning efforts and prepare Capital Improvement Plan budgets for the city.
- Works with department heads to determine work procedures, work schedules to expedite workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

- Facilitates positive, professional attitude among workers and resolves grievances. able to integrate the employees with the council to have a cohesive team in order to achieve goals and provide effective services.
- Prepares a variety of studies, reports, and related information for decision making purposes as needed.
- Nominate individuals to mayor for appointment as department heads and supervise activities of all department heads.
- Initiate discipline and discharge proceedings against department heads and assist department heads with discipline and discharge of employees with the concurrence of the mayor.
- Provides professional advice to the council and department heads; makes presentations of the Board and committees, civic groups, and general public.
- Keep the council advised as to the condition and needs of the City. Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities.
- Report to the council on the condition of all equipment, buildings, and real estate.
- Monitor all available grant opportunities and administer and coordinate all state and federal grants received by the city.
- To implement personnel ordinances, rules and regulations as adopted by the Council.
- 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.

QUALIFICATIONS

- Bachelor's Degree, although master's degree preferred in public administration, business administration, political science, or related field from an accredited college or university.
- Minimum of 5 to 7 years of executive management experience as a City Administrator/City Manager or Assistant City Administrator/Manager in Local Government or closely related field which includes operations management, budgeting and managing personnel.

REQUIRED KNOWLEDGE AND ABILITIES

- Should have a working knowledge of government finance with proven experience in administering budgets and should possess high level communication skills.

- Ability to analyze municipal operations and make recommendations to the board for improvements.
- Ability to plan, assign, and coordinate the activities of city employees and other resources to achieve the most efficient and effective day to day operations.
- Ability to establish and maintain effective working relationships with the general public, employees, City Attorney and elected officials. Able to operate effectively and efficiently in a team environment.
- Detail-oriented and self-motivated.
- Ability to be bonded in such sum as may be fixed by and with such surety as may be acceptable to the city council.

EQUIPMENT OPERATED

- Computer, printer, various office machines (phone, calculator, copier, etc.)
- Microsoft Office Suites
- Cell phone

WORKING CONDITIONS

- Working conditions are in an office environment.
- The working environment is office setting with some lifting of office supplies weighing up to 25 lbs.

USUAL PHYSICAL DEMANDS

- Must be able to lift office supplies and materials.
- Long hours of sitting with intermittent standing
- Using office equipment and computers

EMPLOYEE AWARENESS

- Implement and assure adherence to The Town of Ashland City policies and procedures regarding Equal Employment Opportunity.
- Adheres to The Town of Ashland City initiative on business ethics and conduct.
- Adheres to federal/state laws and relations regarding MSDA, OSHA and EPA compliance.

This is not necessarily an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, city council reserves the right to revise the job, or to require that other, or different tasks be performed when circumstances change (i.e., emergencies, changes in personnel or workload, etc.).

MANAGEMENT APPROVAL

Mayor's Signature

___/___/___
Date

Human Resource Director's Signature

___/___/___
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

___/___/___
Date

ORDINANCE NO. 335

AN ORDINANCE OF THE TOWN OF ASHLAND CITY TO ESTABLISH A CODE OF ETHICS

WHEREAS, the Town of Ashland City desires to enact a Code of Ethics in compliance with Public Chapter No. 1 of the Extraordinary Session of the 2006 General Assembly; and

WHEREAS, the Town of Ashland City also desires to have a Code of Ethics that includes a reference to all other state statutes that deal with municipal officials and employees; and

WHEREAS, the Town of Ashland City has reference to some of the provisions of this Code of Ethics in it's current personnel policy and other miscellaneous ordinances but desires that this new Code of Ethics will replace any prior written ordinances or personnel policy on Ethics that contradicts with this Ordinance; and

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

Applicability. This Title is the Code of Ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities.

Definition of "Personal Interest". (1) For purposes of this Title, "personal interest" means:

(a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or

(b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or

(c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren); or

(d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren).

(2) The words "employment interest" include:

(a) Any job, occupation, consultation, or other position for which the

employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and

(b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City

(3) In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

Disclosure of Personal Interest by Official with Vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself or herself from voting on the measure.

Disclosure of Personal Interest in Non-Voting Matters. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

Acceptance of Gratuities. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of \$50.00:

(1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or

(2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

Use of Information.

(1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

(2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

Use of Municipal Time or Facilities.

False statements of fact may be subject to a perjury charge. The Mayor and City Council shall be advised that an ethics inquiry is occurring.

(2) Such ethics investigator shall be chosen from any one of three attorneys approved annually by resolution of the City Council as administrative law officers, and with whom the Town of Ashland City has entered into an agreement for compensation to act in such capacity.

(3) Such ethics investigator shall review all information provided by the city attorney and shall render a written advisory ethics opinion to the city attorney as to whether any violations have occurred based upon this ethics policy or other applicable law. Should the ethics investigator require additional information, the city attorney shall be responsible for coordinating any other information, witnesses, or statements and providing such information to the ethics investigator. The subpoena power of the City Council may be used to obtain information, if required. The ethics investigator shall report the findings to the City Attorney within sixty (60) days of the complaint, unless more time is required and approved by City Council action. Upon request, the ethics investigator may also be asked to issue a written advisory opinion about an ethics question or situation.

(4) Once the ethics investigator concludes an investigation and renders an opinion about a complaint or request, the city attorney shall forward such written opinion, along with any recommendations for action(s) to end or seek retribution for any activity that, in the ethics investigator's judgment, constitutes a violation of this code of ethics, to the Ashland City Council, the Mayor, and, if the subject of the investigation is an employee, to the employee and such employee's department head. The opinion shall also be sent to the person(s) that filed the request or complaint.

(5) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the investigation of such complaint shall proceed as heretofore described.

(6) Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

(7) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.

(8) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

(1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the Mayor.

(2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

Use of Position or Authority.

(1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.

(2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized by the charter, general law, or ordinance or policy of the municipality.

Outside Employment or Other Position of Financial Interest.

(1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the City of Lebanon.

(2) All positions of outside employment, or other position of financial interest, must be submitted on the Outside Employment form provided by the City and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.

(3) No employee of the City of Lebanon shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:

(a) Will unreasonably inhibit the performance of any affirmative duty of the City position or conflict with any provision of the City's charter or any ordinance or policy;

(b) Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or

(c) Is incompatible with City employment in any way, including the appearance of any conflict of interest or impropriety.


Ethics Complaints. (1) The city attorney is designated as the ethics coordinator for the Town of Ashland City. Upon the written credible request or ethics complaint of an official or employee potentially affected by a provision of this chapter, the city attorney shall gather and organize any information required to fully investigate the written request and shall forward such information to an attorney designated by the Ashland City Council as an ethics investigator. In all respects, the city attorney shall act as the City's liaison to the ethics investigator during, and at the conclusion of such investigation. The written ethics request or complaint shall be delivered to the city attorney as a sworn statement of facts, under oath, before a notary public.

Violations. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

Appearance of Impropriety. At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety.

This ordinance shall take effect twenty days after it's passage, the public welfare requiring the same.

1ST READING 5-8-07
PUBLIC HEARING 6-12-07
2ND READING 6-12-07



Gary Norwood, Mayor

Attest:



Phyllis Schaeffer, City Recorder

ORDINANCE NO. _____

MTAS model

**AN ORDINANCE TO AMEND TITLE 1 AND
REPEAL PORTIONS OF SECTION 4-113
OF THE CUMBERLAND GAP MUNICIPAL CODE AND
TO ADOPT A CODE OF ETHICS
FOR THE TOWN’S OFFICERS AND EMPLOYEES.**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CUMBERLAND
GAP, TENNESSEE:**

SECTION 1. Title 1 of the Cumberland Gap Municipal Code is amended by adding the following as Chapter 5:

CHAPTER 5

CODE OF ETHICS¹

1-401. Applicability. This chapter is the code of ethics for personnel of the Town of Cumberland Gap. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the Town. The words “municipal” and “Town” or “Town of Cumberland Gap” include these separate entities.

1-402. Definition of “personal interest.”

(1) For purposes of Sections 4-103 and 104, “personal interest” means:

¹ State statutes dictate many of the ethics provisions that apply to municipal officials and employees. For provisions relative to the following, see the Tennessee Code Annotated (T.C.A.) sections indicated:

Campaign finance – T.C.A. Title 2, Chapter 10.

Conflict of interests – T.C.A. §§ 6-54-107, 108; 12-4-101, 102.

Conflict of interests disclosure statements – T.C.A. § 8-50-501 and the following sections.

Consulting fee prohibition for elected municipal officials – T.C.A. §§ 2-10-122, 124.

Crimes involving public officials (bribery, soliciting unlawful compensation, buying and selling in regard to office) – T.C.A. § 39-16-101 and the following sections.

Crimes of official misconduct, official oppression, misuse of official information – T.C.A. § 39-16-401 and the following sections.

Ouster law – T.C.A. § 8-47-101 and the following sections.

A brief synopsis of each of these laws appears in the appendix of the municipal code.

- (a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
 - (b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
 - (c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren).
- (2) The words "employment interest" include a situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of the vote or that is to be regulated or supervised.
 - (3) In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

1-403. Disclosure of personal interest by official with vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself² from voting on the measure.

1-404. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

1-405. Acceptance of gratuities, etc. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the Town:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

² Masculine pronouns include the feminine. Only masculine pronouns have been used for convenience and readability.

1-406. Use of information.

- (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- (2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

1-407. Use of municipal time, facilities, etc.

- (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself.
- (2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the Town Council to be in the best interests of the Town.

1-408. Use of position or authority.

- (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the Town.
- (2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized by the charter, general law, or ordinance or policy of the Town.

1-409. Outside employment. A full-time employee of the Town may not accept any outside employment without written authorization from the mayor.

1-410. Ethics complaints.

- (1) The city attorney is designated as the ethics officer of the Town. Upon the written request of an official or employee potentially affected by a provision of this chapter, the city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.
- (2)
 - (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his own initiative when he acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.
 - (b) The city attorney may request the Town Council to hire another attorney, individual, or entity to act as ethics officer when he has or will have a conflict of interests in a particular matter.
 - (c) When a complaint of a violation of any provision of this chapter is lodged against a member of the Town Council, the Town Council

shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the Town Council determines that a complaint warrants further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the Town Council.

- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

1-411. Violations. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the Town Council. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

SECTION 2. The following sections of 4-113 of the Cumberland Gap Municipal Code are hereby repealed:

Subsections (1), (2), (3), and (7) in their entirety, and the first sentence in subsection (6).

SECTION 3. This ordinance takes effect from and after its final passage, the public welfare requiring it.

PASSED First Reading _____, 2006.

PASSED Second Reading _____, 2006.

MAYOR

RECORDER

CHAPTER 4
CODE OF ETHICS¹

A/C

SECTION

- 1-401. Applicability.
- 1-402. Definition of "personal interest."
- 1-403. Disclosure of personal interest by official with vote.
- 1-404. Disclosure of personal interest in non-voting matters.
- 1-405. Acceptance of gratuities, etc.
- 1-406. Use of information.
- 1-407. Use of municipal time, facilities, etc.
- 1-408. Use of position or authority.
- 1-409. Outside employment.
- 1-410. Ethics complaints.
- 1-411. Violations.
- 1-412. Appearance of impropriety.

¹State statutes dictate many of the ethics provisions that apply to municipal officials and employees. For provisions relative to the following, see the Tennessee Code Annotated (T.C.A.) sections indicated:

Campaign finance: Tennessee Code Annotated, title 2, ch. 10.

Conflict of interests: Tennessee Code Annotated, §§ 6-54-107, 108; 12-4-101, 102.

Conflict of interests disclosure statements: Tennessee Code Annotated, § 8-50-501 and the following sections.

Consulting fee prohibition for elected municipal officials: Tennessee Code Annotated, §§ 2-10-122, 124.

Crimes involving public officials (bribery, soliciting unlawful compensation, buying and selling in regard to office): Tennessee Code Annotated, § 39-16-101 and the following sections.

Crimes of official misconduct, official oppression, misuse of official information: Tennessee Code Annotated, § 39-16-401 and the following sections.

Ouster law: Tennessee Code Annotated, § 8-47-101 and the following sections.

1-401. Applicability. This chapter is the code of ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities. (as added by Ord. #335, June 2007)

1-402. Definition of "personal interest." (1) For purposes of this chapter, "personal interest" means:

(a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or

(b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or

(c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren); or

(d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), step parent(s), grandparent(s), sibling(s), child(ren), or step child(ren).

(2) The words "employment interest" include:

(a) Any job, occupation, consultation, or other position for which the employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and

(b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City.

(3) In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter. (as added by Ord. #335, June 2007)

1-403. Disclosure of personal interest by official with vote. An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself or herself from voting on the measure. (as added by Ord. #335, June 2007)

1-404. Disclosure of personal interest in non-voting matters. An official or employee who must exercise discretion relative to any matter, other than

casting a vote, and who has a personal interest in the matter that affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter. (as added by Ord. #335, June 2007)

1-405. Acceptance of gratuities. An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of fifty dollars (\$50.00):

(1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or

(2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business. (as added by Ord. #335, June 2007)

1-406. Use of information. (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

(2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity. (as added by Ord. #335, June 2007)

1-407. Use of municipal time or facilities. (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the mayor.

(2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality. (as added by Ord. #335, June 2007)

1-408. Use of position or authority. (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.

(2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized

by the charter, general law, or ordinance or policy of the municipality. (as added by Ord. #335, June 2007)

1-409. Outside employment or other position of financial interest.

(1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City.

(2) All positions of outside employment, or other position of financial interest, must be submitted on the outside employment form provided by the city and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.

(3) No employee of the Town of Ashland City shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:

(a) Will unreasonably inhibit the performance of any affirmative duty of the city position or conflict with any provision of the city's charter or any ordinance or policy;

(b) Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or

(c) Is incompatible with city employment in any way, including the appearance of any conflict of interest or impropriety. (as added by Ord. #335, June 2007)

1-410. Ethics complaints. (1) The city attorney is designated as the ethics coordinator for the Town of Ashland City. Upon the written credible request or ethics complaint of an official or employee potentially affected by a provision of this chapter, the city attorney shall gather and organize any information required to fully investigate the written request and shall forward such information to an attorney designated by the Ashland City Council as an ethics investigator. In all respects, the city attorney shall act as the city's liaison to the ethics investigator during, and at the conclusion of such investigation. The written ethics request or complaint shall be delivered to the city attorney as a sworn statement of facts, under oath, before a notary public. False statements of fact may be subject to a perjury charge. The mayor and city council shall be advised that an ethics inquiry is occurring.

(2) Such ethics investigator shall be chosen from anyone of three (3) attorneys approved annually by resolution of the city council as administrative law officers, and with whom the Town of Ashland City has entered into an agreement for compensation to act in such capacity.

(3) Such ethics investigator shall review all information provided by the city attorney and shall render a written advisory ethics opinion to the city

attorney as to whether any violations have occurred based upon this ethics policy or other applicable law. Should the ethics investigator require additional information, the city attorney shall be responsible for coordinating any other information, witnesses, or statements and providing such information to the ethics investigator. The subpoena power of the city council may be used to obtain information, if required. The ethics investigator shall report the findings to the city attorney within sixty (60) days of the complaint, unless more time is required and approved by city council action. Upon request, the ethics investigator may also be asked to issue a written advisory opinion about an ethics question or situation.

(4) Once the ethics investigator concludes an investigation and renders an opinion about a complaint or request, the city attorney shall forward such written opinion, along with any recommendations for action(s) to end or seek retribution for any activity that, in the ethics investigator's judgment, constitutes a violation of this code of ethics, to the Ashland City Council, the mayor, and, if the subject of the investigation is an employee, to the employee and such employee's department head. The opinion shall also be sent to the person(s) that filed the request or complaint.

(5) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the investigation of such complaint shall proceed as heretofore described.

(6) Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

(7) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.

(8) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics. (as added by Ord. #335, June 2007)

1-411. Violations. An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action. (as added by Ord. #335, June 2007)

1-412. Appearance of impropriety. At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety. (as added by Ord. #335, June 2007)

The City provides an Employee Assistance Program at no direct expense to employees. The Town of Ashland City's EAP Program is operated by outside consultants and available free of charge to employees and family members living in the immediate household.

The EAP is a confidential service guaranteed by state and federal laws as well as professional licensing regulations. Confidentiality will be maintained regarding all contacts to the extent allowed by law. Appointments are kept confidential and information is not included in personnel records nor revealed to supervisors, coworkers, family or friends. Should an employee be referred to the EAP by a supervisor, the EAP can only confirm for the supervisor, upon their request, if the contact was made and the dates on which meetings took place. No other information will be released to the supervisor without the consent of the employee or a legal requirement to do so. Specific information is released only when the employee has signed specific written consent, the law requires it, or there is concern for client safety or the safety of others. Employees can contact their supervisors or the Human Resources Manager for more information.

Deferred Compensation Plan

Voluntary contributions can be made by the employee at a pre-taxed rate.

Long Term Disability Benefits

Premiums for long term disability insurance are paid by the City. There is a 6-month exclusionary period.

SECTION VI CODE OF ETHICS

This Title is the Code of Ethics for personnel of the Town of Ashland City. It applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the municipality. The words "municipal" and "municipality" include these separate entities.

Definition of "Personal Interest"

(1) For purposes of this Title, "personal interest" means:

- a) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests; or
- b) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
- c) Any such financial, ownership, or employment interest of the official's or employee's spouse, parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren); or
- d) Any such financial, ownership, or employment interest of the official's or employee's spouse's parent(s), stepparent(s), grandparent(s), sibling(s), child(ren), or stepchild(ren).

The words "employment interest" include:

- (a) Any job, occupation, consultation, or other position for which the employee or official is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City; and

- (b) Any situation in which an official or employee or a designated family member is negotiating possible employment with a person or organization that is the subject of a vote of any Town of Ashland City board, committee, or commission, or that is to be regulated or supervised by the Town of Ashland City.

In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this chapter.

Disclosure of Personal Interest by Official with Vote

An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself/herself from voting on the measure.

Disclosure of Personal Interest in Non-Voting Matters

An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that it affects, or that would lead a reasonable person to infer that it affects, the exercise of the discretion, or is in a reasonably apparent position of influence over such matter, shall disclose, before the exercise of the discretion or influence, when possible, the interest on a form provided by and filed with the Recorder. In addition, the official or employee may, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

Acceptance of Gratuities

An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the municipality over the amount of \$50.00:

- (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
- (2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.

Use of Information

- (1) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- (2) An official or employee may not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

Use of Municipal Time or Facilities

- (1) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself or herself. An official or employee may use a facility of the Town of Ashland City for his or her own personal use only upon express permission by the Mayor.
- (2) An official or employee may not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the governing body to be in the best interests of the municipality.

Use of Position or Authority

- (1) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.
- (2) An official or employee may not use or attempt to use his position to secure any privilege or exemption for him/her or others that are not authorized by the charter, general law, or ordinance or policy of the municipality.

Outside Employment or Other Position of Financial Interest

- (1) Outside employment, or other position of financial interest, shall be defined as any job, occupation, consultation, or other position for which the employee is compensated, whether by a third party/entity or in a self-employed capacity, other than the Town of Ashland City.
- (2) All positions of outside employment, or other position of financial interest, must be submitted on the Outside Employment form provided by the city and approved on an annual basis by the employee's respective department head prior to the acceptance, or continuance, of such outside employment, or other position of financial interest.
- (3) No employee of the Town of Ashland City shall be permitted to continue in, commence, or accept any position of outside employment, or other position of financial interest, if such outside employment, or other position of financial interest:
 - a. Will unreasonably inhibit the performance of any affirmative duty of the city position or conflict with any provision of the city's charter or any ordinance or policy;
 - b. Is likely to interfere with the employee's satisfactory performance of his or her duties and responsibilities; or
 - c. Is incompatible with city employment in any way, including the appearance of any conflict of interest or impropriety.

Ethics Complaints

- (1) The city attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this chapter, they city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.
- (2) (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his

own initiative when he acquires information indicating a possible violation and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.

(b) The city attorney may request that the governing body hire another attorney, individual, or entity to act as ethics officer when he has or will have a conflict of interests in a particular matter.

(c) When a complaint of a violation of any provision of this chapter is lodged against a member of the municipality's governing body, the governing body shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the governing body determines that a complaint warrants a further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the governing body.

- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation, or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

Any complaint filed with malice or under false statements of fact or, in an obvious attempt to embarrass, shall be the subject of proper sanctions or disciplinary action. However, any city employee shall be able to file a valid complaint without fear of retaliation. Any supervisor, or any other employee, who harasses or retaliates against an employee filing a complaint shall be subject to disciplinary action, including dismissal.

- (1) The interpretation that a reasonable person in the same circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (2) When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

Violations

An elected official or appointed member of a separate municipal board, commission, committee, authority, corporation, or other instrumentality who violates any provision of this chapter is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. An appointed official or an employee who violates any provision of this chapter is subject to disciplinary action.

Appearance of Impropriety

At all times, every Town of Ashland City employee or official, whether elected or appointed, shall conduct himself or herself in a manner so as to avoid even the appearance of any impropriety.

ORDINANCE#

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE ARTICLE V., SECTION 5.053.2(C) I-2 SPECIAL EXCEPTIONS

WHEREAS, the Town of Ashland City Planning Commission has reviewed and discussed the amendment and has voted to recommend its passage; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to amend the Zoning Ordinance of the Town of Ashland City

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Article V., Section 5.053.2(C) be amended as follows:

5.053.2 I-2, Light Industrial District.

A. District Description:

This district, like the I-1 District, is designed for a wide range of industrial and related uses which conform to a relatively high level of performance standards. Industrial establishments of this type, within completely enclosed buildings, provide a buffer between Commercial Districts and other industrial uses which involve more objectionable influences. New residential developments are excluded from this district, both to protect residences from an undesirable environment, and to ensure the reservation of adequate areas for industrial development. Community facilities which provide needed services to industrial developments are permitted.

B. Uses Permitted:

In the I-2, Light Industrial District, the following uses and their accessory uses are permitted:

1. Warehousing, goods transport and storage uses.
2. Wholesale sales facilities.
3. Limited manufacturing facilities.
4. Intermediate manufacturing facilities.
5. Aircraft dealers.
6. Animal care and veterinary services.

7. Agricultural services.
8. Essential public transport, communication, and utility services.
9. Signs as regulated by City Sign Ordinance.
10. Plant and forest nurseries.
11. Building materials and farm equipment sales facilities.
12. Dairies and truck gardens.
13. Mini-Warehouse Facilities.

C. Uses Permitted as Special Exceptions:

1. Group assembly uses, other than racetracks (auto, motorcycle, dog, and horse), and drag strips.
2. Food and beverage service facilities.
3. Food service take-out facilities.
4. Commercial recreation facilities.
5. Contract construction services.
6. Consumer repair services.
7. Intermediate impact facilities.
8. Government administrative services.
9. Adult oriented business establishments subject to the supplemental requirements cited in ARTICLE VII, SECTION 7.060. (Added by Ord 319, July 11, 2006, Renumbering 9 to 10, 10 to 11, 11 to 12)
10. Planned developments as regulated in ARTICLE V, SECTION 5.060.
11. Outdoor Firearms Training Facilities.
12. Special institutional care facilities.
13. **Outdoor storage materials to be used in manufacturing.**

D. Uses Prohibited:

Uses not specifically permitted or uses not permitted upon approval as a special exception.

E. Dimensional Regulations:

All uses permitted in the I-2, Light Industrial District shall comply with the following requirements except as provided in ARTICLE VI:

1. Minimum Lot Size: No minimum lot size is required in the I-2 District.
2. Minimum Yard Requirements:

Front Yard	60 feet
Side Yard	30 feet
Rear Yard	35 feet
3. Maximum Lot Coverage: On any lot or parcel of land, the area occupied by all buildings including accessory buildings may not exceed fifty (50) percent of the total lot area of such lot or parcel.
4. Height Requirements: No building shall exceed forty (40) feet in height, unless on-site water storage facilities or other acceptable firefighting equipment is approved by the town's fire department. If approved, buildings may attain to sixty (60) feet in height, except as provided in Article VI, Section 6.040.
5. Parking Space Requirements: As regulated in Article IV, Section 4.010.

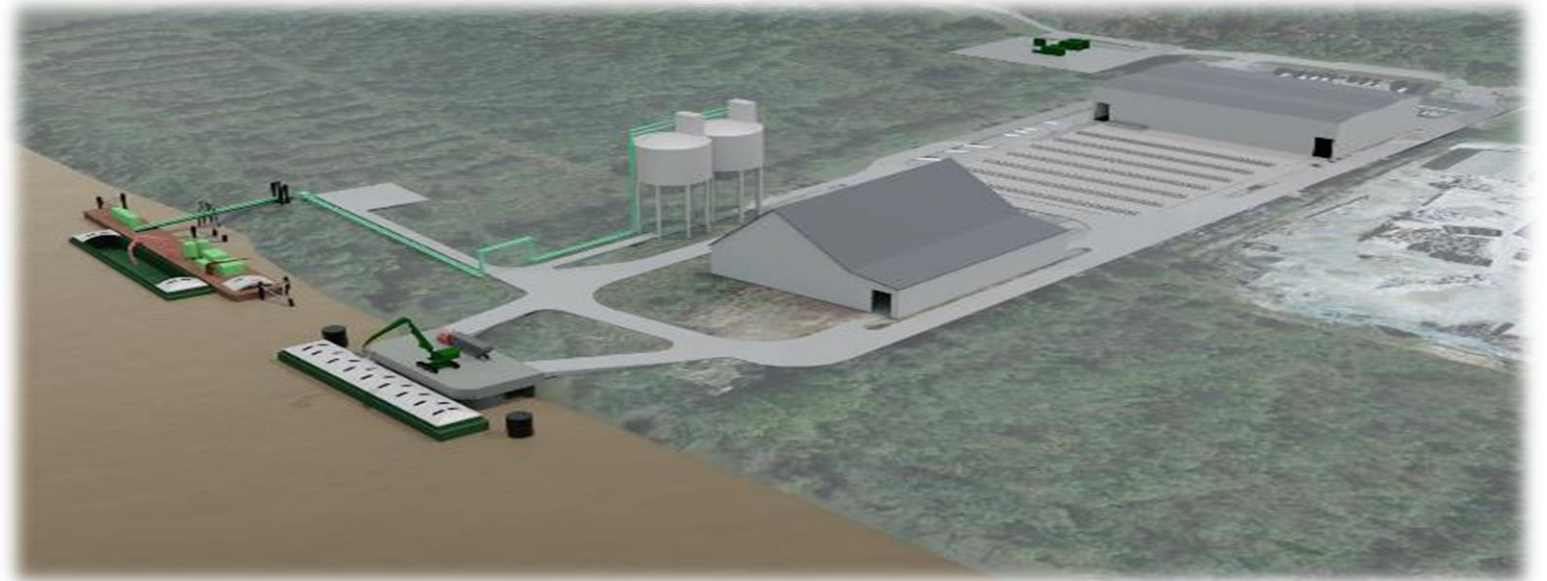
BE IT FURTHER ORDAINED, this Ordinance shall be effective twenty (20) days after the final passage, to the public welfare requiring it.

First Reading: _____, 2023
Second Reading: _____, 2023

ATTEST:

Mayor

City Recorder



Ashland City Terminal

Re-zoning Application for Ashland City
September 13, 2023

Contents of Application



Completed Application for
Reclassification of
Property Under Zone
Ordinance



Graphic Plat of Property
to be Rezoned



Names and Addresses of
All Landowners withing
1000 feet of property



Map showing all property
within 200 feet of proposed
property



Economic Impact
Analysis for Ashland City
Terminal

Executive Summary

With the continued commercial and industrial growth in Middle Tennessee, demand has been created for an additional marine cargo handling facility in Ashland City which will be located at 1037 Thompson Road. This marine cargo transfer facility will primarily unload barges containing non-hazardous break bulk and bulk commodities that will then be stored on site pending final delivery to manufacturing plants and industrial consumers throughout middle Tennessee. In this terminal development, Ingram will expend approximately \$41M for the development of multiple docks, warehouses, and material handling equipment supporting 24 full time jobs with an average annual wage of \$104,000.

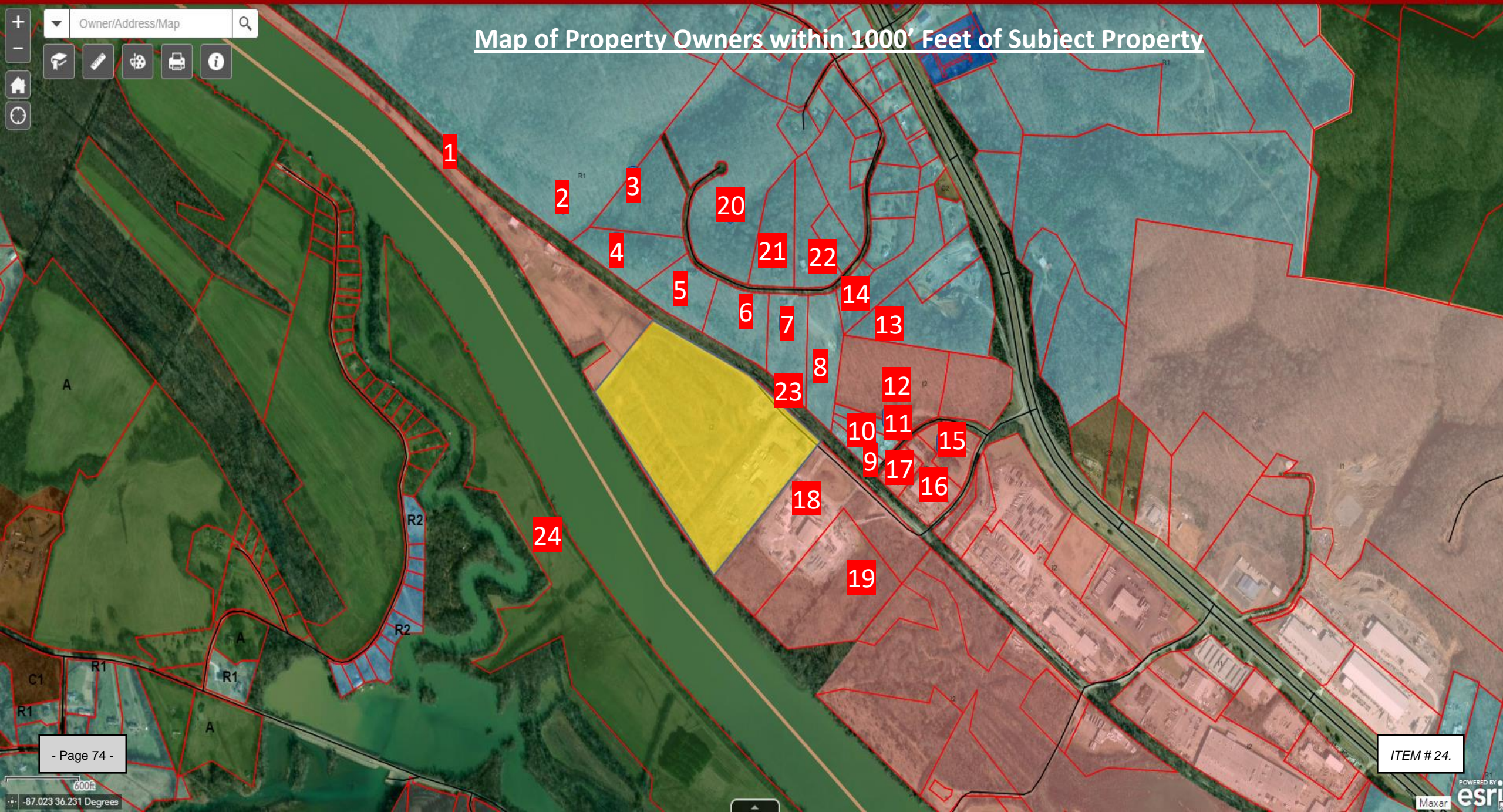
In accordance with Ashland City Zoning Codes, Ingram is requesting that 1037 Thompson Road be rezoned from Light Industrial (I-2) to Heavy Industrial (I-3) therefore facilitating the storage of break bulk materials outside of enclosed storage areas on paved laydown yards.

List of Property Owners within 1000 Feet

#	PARCEL OWNER REGISTERED	PARCEL ID #	Parcel Address	City, State	Mailing Address	Zoning
1	ADCOCK, FRANKLIN DWIGHT	062 07701 000	1043 THOMPSON ROAD	ASHLAND CITY, TN	SAME	I2
2	TRABUE, NELSON JR AND SUSAN TRABUE	062 07700 000	RIVERVIEW LANE (OFF)	ASHLAND CITY, TN	920 TRABUE DR, ASHLAND CITY, TN	R1
3	COOKE, MICHAEL BRIAN ETUX AMY BLACKMAN	062 07706 000	1045 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
4	SCHLUNDT, DAVID	062 07705 000	1039 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
5	FISHER, JACK	062 07714 000	1031 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
6	JERDON, BONNIE ETVIR HAROLD JERDON	062 07704 000	1015 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
7	LONG, CHERYL A	062 07703 000	1011 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
8	HOOTEN, ANTHONY D	062 07702 000	RIVERVIEW LANE	ASHLAND CITY, TN	2305 SEIFRIED ST, NASHVILLE, TN	R1
9	WALKUP, JUDY	065 04100 000	1040 GALLAHER RD	ASHLAND CITY, TN	SAME	R1
10	NEWMAN, STEVE	065 04101 000	1032 GALLAHER RD	ASHLAND CITY, TN	SAME	R1
11	WALKUP, DONALD ETUX JUDY	065 04102 000	1030 GALLAHER RD	ASHLAND CITY, TN	SAME	R1
12	WILKINS, ROD E	065 04200 000	HWY 12S (OFF)	ASHLAND CITY, TN	6441 BRESSLYN ROAD, NASHVILLE, TN	I2
13	WALKER, JASON	062 04101 000	HWY 12S	ASHLAND CITY, TN	PO BOX 849, ASHLAND CITY, TN	R1
14	HOOTEN, ANTHONY D	062 07715 000	RIVERVIEW LANE	ASHLAND CITY, TN	2305 SEIFRIED ST, NASHVILLE, TN	R1
15	REED, JERRY	065 04001 000	1020 THOMPSON ROAD	ASHLAND CITY, TN	1030 FOX HILL ROAD, ASHLAND CITY, TN	I2
16	THOMPSON, MARGARET S	065 04000 000	1030 THOMPSON ROAD	ASHLAND CITY, TN	21 WASHINGTON PARK, NASHVILLE, TN	I2
17	THOMPSON, DONALD F	065 04002 000	1032 THOMPSON ROAD	ASHLAND CITY, TN	1160 CHICKADEE CIR, HERMITAGE, TN	I2
18	THE BASSICHIS CO	065 02400 000	1035 THOMPSON ROAD	ASHLAND CITY, TN	PO BOX 968, KATY TX 77492	I2
19	THE BASSICIHIS CO	065 02500 000	THOMPSON ROAD	ASHLAND CITY, TN	PO BOX 968, KATY TX 77492	I2
20	MIKLICH, HENRY A	062 07707 000	1055 RIVERVIEW LANE	ASHLAND CITY, TN	1921 HWY 12S, ASHLAND CITY, TN	R1
21	AMONETT, EDWARD M	062 07711 000	1012 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
22	ALI, YASMINE SUBHI	062 07712 000	1010 RIVERVIEW LANE	ASHLAND CITY, TN	SAME	R1
23	NASHVILLE AND WESTERN RR ROW	ROW	N/A	N/A	P.O. BOX 788, NICHOLASVILLE, KY 40340	N/A
	STATE OF TENNESSEE	065 02300 000	3101 RIVER ROAD	N/A	312 8TH AVE NORTH, 22ND FL, NASHVILLE, TN	ITEM # 24.

Owner/Address/Map

Map of Property Owners within 1000' Feet of Subject Property



Owner/Address/Map

Map of Property Owners within 200' Feet of Subject Property

Orange Highlighted Parcels



Economic Impact Analysis*

10 Years Operating plus One-Time Construction

- Total Capital Investment - \$41.8M
 - Total Jobs Supported throughout Construction Period – 234
 - Total Full Time Direct Employment – 24 jobs
 - Total Indirect Employment – 21 jobs
- Total Economic Impact to Ashland City -\$91.7M
- Total Wage Impact - \$31.6M
- Total Net New Property Taxes - \$2.7M
 - Annual Local Tax Benefit - \$379,873
- Annual Average Wage - \$104,557

*Ashland City Economic Impact Analysis, Younger and Associates, 2023

September 2023

Economic Impact Analysis: Marine Cargo Facility

Ashland City, Cheatham County, TN

Prepared for:
Ingram Marine Group

PREPARED BY:

 **UNGER**

JACKSON » 97 DIRECTORS ROW | JACKSON, TN 38305 | 731.668.7367
MEMPHIS » 2157 MADISON AVENUE | MEMPHIS, TN 38104 | 901.272.5005

Ingram Marine Group Cargo Terminal Economic Impact Analysis

Introduction & Scope

Ingram Marine Group retained Younger Associates to conduct an analysis of the economic impact of a new marine cargo operation to be located in Ashland City, Cheatham County, Tennessee.

This analysis evaluates the full economic impact of the construction and ongoing operations of the new terminal and is based on a complete capital expenditure of \$41 million. It is intended to provide key stakeholders, policymakers, and elected officials with a better understanding of the economic significance of new developments like the one proposed by Ingram Marine Group.

The analysis is based upon data from the U.S. Bureau of Economic Analysis (BEA) and a model of the local economy utilizing historical employment patterns, wage rates, tax rates, and tax collection ratios. Primary data regarding site development costs and construction costs were provided by Ingram Marine Group.

The analysis provides impact projections from capital investments and ongoing operations of the terminal and is based on the full development of the terminal, which is subject to final customer demand for services. Impact is measured in terms of jobs, wages, and tax revenue, both direct and indirect.

Methodology

The economic impact calculations in this study were generated using a model of the Cheatham County economy based on regional input-output multipliers (RIMS II) from the U.S. Bureau of Economic Analysis (BEA). The BEA developed the RIMS II system based on historical economic activity at the county level for 372 industry sectors. The RIMS II multipliers account for inter-industry relationships within regions comprised of one or more counties, in both the public and private sectors. The multipliers were originally developed to estimate the regional impacts of public projects such as military base closings and airport construction. The multipliers eliminate the need for surveys, which can introduce bias into the data. It should be noted that the RIMS II Type II Multipliers are utilized in this analysis, which project the total indirect as well as the induced jobs. When the term “indirect job” is used, it includes the induced jobs as well.

To effectively use RIMS II multipliers for economic impact analyses, detailed geographical and operational information on the initial changes in output, earnings, or employment is utilized. This data, which includes capital investment costs and operational data such as operational spending, jobs, and wages, was provided by Ingram Marine Group. The model also utilizes local wage rates, local tax rates, historical local tax collection ratios, local property values, and historical regional consumer spending patterns.

Younger Associates has used this impact calculation methodology in hundreds of projects across the United States for more than 30 years. The methodology is recognized by the International Economic Development Council and utilized in courses by the Economic Development Institute. The Younger Associates model for impact analyses is highly accurate, yet slightly conservative by design, in projecting tax revenue generation.

Secondary data collected by Younger Associates from the U.S. Department of Labor - Bureau of Labor Statistics, the U.S Bureau of Economic Analysis, the State of Tennessee Department of Revenue, and the State of Tennessee Department of Labor and Workforce Development is also used in this analysis.

Impact Definitions

Economic Impact – the total dollar value of change in output from all industries within the local economy that results from \$1 of change in output from operations. This impact represents the total dollars flowing through the local economy due to the activity associated with the new marine cargo terminal.

Direct Jobs – the number of jobs directly employed by Ingram Marine Group.

Indirect Jobs – the number of jobs across all industries in the local economy supported by the ongoing operations of the marine cargo terminal. This includes jobs (or hours of work, which comprise portions of a job) of vendors and other businesses that provide direct services to the terminal, as well as induced jobs that are supported in ancillary sectors such as retail stores, restaurants, personal services, transportation, and all other industry sectors.

Local Taxes – the dollar amount of taxes collected for Ashland City and Cheatham County both directly and indirectly from local option sales tax and other, smaller local tax revenue sources such as business permits and alcohol and tobacco taxes. The state portion of sales tax and other state and federal taxes that are reapportioned to the city and county are not included.

One-Time Impact

Ingram Marine Group plans to invest \$41.8 million for construction and set-up of the new cargo terminal. This includes \$23.3 million for the building and \$18.5 million for equipment. This investment is projected to generate a one-time impact of \$56.2 million for the local economy during the construction and set-up period.

Additionally, 234 jobs will be supported during the development period. For example, should the construction period be two years, an average of 117 jobs would be supported annually. Total wages paid to jobs supported during the construction and set-up period are projected to be \$12.6 million.

Direct sales tax from taxable goods and services for the construction of the terminal and indirect sales tax generated by the spending of wages paid to jobs supported are estimated to total \$707,000 during the development period.

Impact from Ongoing Operations

Ingram Marine Group estimates an annual operating budget of \$2.7 million, and the annual economic impact generated by these operations is estimated to be \$3.5 million. This is a measure of the total dollars flowing through the Cheatham County economy because of the terminal's operations.

Jobs, Wages and Local Taxes

The ongoing operations of the cargo terminal will support 24 jobs directly paying \$2 million in wages. Operations of the terminal will support an additional 21 indirect jobs paying \$1.1 million in wages. Spending of wages paid to the direct and indirect jobs is projected to generate over \$104,000 in local indirect tax revenue annually.

Table 1: Summary of Economic Impact

Impact from Operations			
Metric	One-Time Impact from Construction	Annual Impact (at full operation)	10-Year Impact (includes one-time impact)
Economic Impact	\$ 56,211,160	\$ 3,550,774	\$ 91,718,904
Direct/Indirect Jobs	234	45	45
Wages (Direct & Indirect)	\$ 12,631,796	\$ 3,165,379	\$ 31,653,791
Local Sales Tax (Direct & Indirect)	\$ 707,534	\$ 104,230	\$ 3,568,200

The tables on the following pages contain detailed calculations supporting the numbers cited in this report.

Economic Impact Analysis

Project Summary

Company/Applicant:	Ingram Marine Group
Capital Investment: (new)	\$ 44,300,000
Jobs:	24
Annual Average Wage: (weighted average)	\$ 104,557
Annual Economic Impact:	\$ 3,550,774
Annual Net New Property Tax:	\$ 275,644
Annual Local Tax Benefit: (Direct & Indirect - All Sources)	\$ 379,873

10-Year Operations Impact, Plus One-Time Construction Impact

Economic Impact	\$ 91,718,904
Wages:	\$ 31,653,791
Net New Property Tax	\$ 2,756,436
Total Local Taxes: (Direct & Indirect - All Sources)	\$ 3,568,200

**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Economic Impact Analysis**

One-Time Expansion Impact		
Total Capital Investment	\$	41,800,000
Building - Real Property	\$	23,300,000
Final Demand Output Multiplier ¹		1.4077
Economic Impact	\$	32,799,410
Equipment Purchase/Set-up - Personal Property	\$	18,500,000
Final Demand Output Multiplier ²		1.2655
Economic Impact	\$	23,411,750
Local Sales Tax (Direct) 2.75%*	\$	459,800
Total Economic Impact	\$	56,211,160
Final Demand Employment Multiplier ³		5.6094
Jobs Supported During the Construction Period**		234
Cheatham County Projected 2023 Annual Average Wage ⁴	\$	53,873
Wages Paid to Jobs Supported During Construction Period	\$	12,631,796
Local Sales Tax Revenue (Indirect) ⁵	\$	203,561
Other Local Tax Revenue (Indirect) ⁶	\$	44,173
Total Tax Revenue	\$	707,534

**Assumes 40% of construction and equipment are subject to local sales tax.*

***Total employment for the construction period. If the construction period is two years, the annual average employment would be 117.*

**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Economic Impact Analysis**

Annual Impact of Operations		
Employment, Direct (New full-time equivalent jobs) *		24
Wages & Benefits, Direct*	\$	2,057,316
Direct Effect Employment Multiplier ⁷		1.8570
Total Employment		45
Employment, Indirect		21
Cheatham County Projected 2023 Annual Average Wage ⁴	\$	53,873
Wages, Indirect	\$	1,108,063
Total Wages	\$	3,165,379
Local Sales Tax Revenue (Indirect) ⁵	\$	51,010
Other Local Tax Revenue (Indirect) ⁶	\$	11,069
Indirect Local Property Tax Revenue ⁸	\$	42,151
Total Tax Revenue	\$	104,230
Annual Operating Budget*	\$	2,713,000
Final Demand Output Multiplier ⁹		1.3088
Economic Impact from Operations	\$	3,550,774

**Provided by the developer.*

**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Real Property Tax Schedule**

Appriased Value after Completion:	\$	22,000,000
Current Appraised Value:	\$	752,500
Net New Value:	\$	21,247,500
 Assessed Value after Completion: (40% Ratio)	 \$	 8,499,000

Cheatham County

Real Property - Land & Building	
Cheatham County Rate: \$2.4767	Full Taxes
Year 1	\$ 210,486
Year 2	\$ 210,486
Year 3	\$ 210,486
Year 4	\$ 210,486
Year 5	\$ 210,486
Year 6	\$ 210,486
Year 7	\$ 210,486
Year 8	\$ 210,486
Year 9	\$ 210,486
Year 10	\$ 210,486
Total	\$ 2,104,862

Ashland City

Real Property - Land & Building	
Ashland City Tax Rate: \$0.59	Full Taxes
Year 1	\$ 50,144
Year 2	\$ 50,144
Year 3	\$ 50,144
Year 4	\$ 50,144
Year 5	\$ 50,144
Year 6	\$ 50,144
Year 7	\$ 50,144
Year 8	\$ 50,144
Year 9	\$ 50,144
Year 10	\$ 50,144
Total	\$ 501,441

Total Taxes:	\$	2,606,303
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**Ashland City, Cheatham County, TN
Ingram Marine Group Cargo Facility
Personal Property Tax Schedule**

Cheatham County Personal Property			Ashland City Personal Property		
Cheatham County Rate: \$2.4767	Full Taxes 30% Assessment Ratio	MACRS Depreciation Schedule	Ashland City Tax Rate: \$0.59	Full Taxes 30% Assessment Ratio	MACRS Depreciation Schedule
Value	\$ 18,500,000		Value	\$ 18,500,000	
Year 1	\$ 13,745	0.100	Year 1	\$ 3,219	0.100
Year 2	\$ 24,741	0.180	Year 2	\$ 5,794	0.180
Year 3	\$ 19,793	0.144	Year 3	\$ 4,635	0.144
Year 4	\$ 12,646	0.092	Year 4	\$ 2,961	0.092
Year 5	\$ 10,171	0.074	Year 5	\$ 2,382	0.074
Year 6	\$ 9,072	0.066	Year 6	\$ 2,125	0.066
Year 7	\$ 9,072	0.066	Year 7	\$ 2,125	0.066
Year 8	\$ 8,934	0.065	Year 8	\$ 2,092	0.065
Year 9	\$ 8,934	0.065	Year 9	\$ 2,092	0.065
Year 10	\$ 4,536	0.033	Year 10	\$ 1,062	0.033
Total	\$ 121,644		Total	\$ 28,488	

Total Projected New Property Tax: \$ 150,133

Annual Average: \$ 15,013

Notes for Ingram Maine Ashland City Terminal Impact Analysis:

1. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for Construction. This multiplier represents the total dollar change in output that occurs in all industries for each additional dollar of output delivered by the specified industry.
2. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for wholesale trade support activities.
3. U.S. Bureau of Economic Analysis RIMS II final demand employment multiplier for Cheatham County, Tennessee for Construction. This multiplier represents the number of jobs supported per million dollars of output from the specified industry.
4. Projection based upon data from Tennessee Department of Labor; Annual Average Wage/Salary for all industry sectors in Cheatham County, 2022. Assumes an average wage increase of 1.5% for 2023.
5. U.S. Department of Labor, "Consumer Expenditure Survey, Southern US" 2021; factor applied to direct and indirect wages to determine the rate of indirect or "downstream" expenditures on sales taxable goods and services at the Ashland City and Cheatham County local option rate of 2.75%.
6. Based upon July 2022 - June 2023 collections of business, motor vehicle and other local taxes compared to sales tax for Cheatham County.
7. U.S. Bureau of Economic Analysis RIMS II direct effect employment multiplier for Cheatham County, for truck transportation. This multiplier represents the total change in the number of jobs supported in all industries for each additional job created by the specified industry.
8. Indirect property tax for Cheatham County and Ashland City is based on the new direct jobs created by the company. For this calculation, it is assumed that 75% of the direct jobs reside in Cheatham County and represent one household per job. The 2023 median home value is utilized as a proxy for residential property value, to determine property tax generated per job. The residential assessment rate of 25% is utilized for all residences, including those in multifamily buildings assessed at 40%, and a combined Cheatham County (\$2.4766) and Ashland City (\$0.58) tax rate of \$3.06 per \$100 of assessed value is used to project the annual tax per job. The property tax from new or expanded commercial property that is generated indirectly from economic activity associated with the jobs supported by the company is not projected.
9. U.S. Bureau of Economic Analysis RIMS II final demand aggregate output multiplier for Cheatham County, Tennessee for truck transportation.

Note: All calculations are in constant 2023 dollars. No tax rate increases are assumed.
The 2012/2021 RIMS II multipliers are utilized for this analysis.

STAFF REPORT
ASHLAND CITY PLANNING COMMISSION
October 2, 2023

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. September 7, 2023 meeting minutes

PUBLIC FORUM

NEW BUSINESS

2. Rezone Request: 1037 Thompson Road

Analysis – This is a request for rezoning approximately 38 acres from I-2 Light Industrial district to I-3 Heavy Industrial district. The new owner, Ingram Barge Company, wants to construct a marine cargo handling facility. While the use as a marine cargo facility is permitted in the I-2 district, outdoor storage of goods is not, and is only allowed in the I3 district as a special exception.

This is a difficult request to support as currently presented with current zoning ordinance language simply because of the treatment of outdoor storage. All uses permitted outright in the I-1 and I-2 districts are permitted in the I-3 district, outdoor storage materials to be used in manufacturing is a special exception and Extensive manufacturing facilities is a permitted use.

Staff suggests that this distinction may be the exact opposite of what may have been originally intended for uses in the I-3 district. While staff is struggling to support the change to I-3 because of the inclusion of Extensive manufacturing as a permitted use, an alternative that would travel along the same time line may be preferable. Staff suggests that Outdoor storage be made a permitted use in I-3 while Extensive manufacturing be made a special exception, essentially swapping their place in the listings within the I-3 district.

At the same time and with the same suggested ordinance change, staff recommends that “outdoor storage materials to be used in manufacturing” be made a special exception in the I-2 district. This would take the same time to go through the zoning ordinance amendment process as a rezoning but would provide oversight of outdoor storage uses and take Extensive manufacturing uses from permitted to a special exception in I-3. The need for a rezoning to I-3 would be replaced with a trip to the board of zoning appeals for review of a special exception for outdoor storage, just as it would if the property were rezoned to I-3 under the current ordinance language.

Recommendation – Staff suggests that an ordinance language amendment may be a better solution to the question of outdoor storage than a rezoning to I-3 and recommends such as the preferred course of action.

Analysis – This is a request for final site plan approval of Brookhollow Senior Apartments consisting of 33 one-bedroom units and 30 two-bedroom units – 63 units total. Several issues were addressed during preliminary site plan review, such as access to the rear of the building, fire protection, parking layout, etc. Those issues have been satisfactorily addressed. Remaining, minor issues have to do with the “look and feel” of the proposed development rather than the physical layout. Retaining walls are said to be engineered by another firm but are part of this proposal and, as such, subject to site plan review also. Retaining wall material is not specified but should be considered with this proposal. Outflow from the top of the hill travels over an energy dissipator before being released onto Brookhollow Drive. This should be given a better treatment since the ditch on the west side of Brookhollow is shallow and may not be capable of handling the amount of runoff being directed to it. One bay of parking spaces near the building appears to be graded in a way that will accumulate storm water. This should be rectified. Building elevations are not provided but should be a part of the discussion and approval process.

The last note in the Calculations/Reports section of the document titled “Plan Revision Re-Submittal #1” states this is a 92 bed establishment while the site plan notes 33 one bedroom units and 30 two-bedroom units. This calculation may be the same but needs to be better explained.

It is difficult to determine the total amount of disturbed acreage with this proposal but landscaping proposed has an installed caliper inch total of 35 inches, equivalent to one acre. If the disturbed area is larger than one acre, landscaping treatment should be adjusted accordingly.

12 of the 16 proposed sugar maple trees are shown to be placed in the Right-of-way of SR 49 (Frey Street). The intent of the landscape ordinance is that landscape material should be placed on the property where the owner has control of the landscaping and the maintenance of that landscaping. The owner would have no say in the matter if TDOT were to remove proposed trees and would not necessarily be liable for replacement. The site should be amended to show all landscape material to be placed within property boundaries.

Recommendation – While the site plan largely meets zoning ordinance requirements, some issues should be further discussed for consistency with the intent of the affected requirements. Staff recommends approval after discussion and resolution of those items. Any outstanding engineering issue solutions should also be made a part of approval.

OTHER

4. Article III: General Provisions Discussion

ADJOURNMENT

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ASHLAND CITY UPDATING SECTION III. LEAVE OF THE
PERSONNEL POLICIES AND PROCEDURE MANUAL GOVERNING
EMPLOYMENT WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has adopted resolution 2021-29 as the most recent Employee Manual; and

WHEREAS, the Employee Manual shall be updated with the attached changes.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Employee Manual updates and changes, attached hereto, is hereby approved and adopted and shall replace any previously adopted sections of the Employee Manual and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of November, 2023 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor JT Smith

Interim City Recorder

SECTION III – LEAVE

LEGAL HOLIDAYS

All offices and shops of the Town of Ashland City, Tennessee, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Election Day	First Thursday in August
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Election Day	Tuesday following the first Monday in November (Even years only)
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

When a holiday falls on Saturday, offices will be closed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

To receive compensation for a holiday, employees eligible for holidays must be in a pay status (not on leave without pay or on worker's compensation) on their last regular shift scheduled before a holiday and their first regularly scheduled shift after a holiday.

Employees required to work on one of the above listed holidays shall receive his regular pay for the holiday worked and an additional days pay as holiday pay. Further, if on an on-call status during a holiday week when called out the employee will be paid at the overtime rate of 1 ½ times the employee's regular rate. This includes those employees called in by the dept. head to help the on-call person during a holiday week. Employees are only paid overtime if they have exceeded forty (40) hours in the work week. It shall be the department heads responsibility to report to payroll the names, hours, and dates of employees who work holidays. This shall be reported as soon as possible, but in no case, later than three workdays after the holiday.

Any employee on sick leave before and after a holiday is assumed to be sick on the holiday and will receive holiday pay.

Legal holidays falling within an employee's vacation period are not to be counted as vacation days.

ACA Reporting 2023

Part I: Employer Info

Please provide the following information to ensure that the data we have on file is correct.

Company Legal Name	
Company Mailing Address	
Employer ID Number (FEIN)	
Company Contact Person	
Contact's Phone Number	
Avg # of employees in 2022 & 2023	

Part II: Data Validation

Please choose **one** option below.

Option 1 I would like Benefits, Inc. to provide me with a data extract (excel spreadsheet) that contains all of our employee data currently on file. I will look through the data and add missing employees that were employed in the year 2023 and I will also provide termination dates for employees that are no longer active. I will return this excel spreadsheet to Benefits, Inc. by close of business on **December 31, 2023.**

Option 2 I would like to send my own excel spreadsheet, matching the format of the provided census template. This spreadsheet will contain all employees that were employed at any time during the calendar year 2023, including terminations. (e.g. Payroll report, HRIS extract) I agree to provide the data requested to Benefits, Inc by close of business on **December 31, 2023.**

Data received after the deadlines above may jeopardize the ACA filing being completed by the IRS deadline, therefore resulting in a late filing.

Benefits, inc.

RELEASE OF LIABILITY AND AGREEMENT TO HOLD HARMLESS

In exchange for the ability to use and access software owned and maintained by Benefits, Inc. known as Employee Navigator/BenefitsLinc, (the software), _____, the company, does hereby agree to the following:

1. The company hereby releases and discharges Benefits, Inc., its employees, agents, and owners from any liability whatsoever from any injuries or damages that may arise through the Company's use or access of the software.
2. In the event, Benefits Inc., its employees, agents or owners enters information into the software provided by the company, then no person affiliated or associated with Benefits, Inc. shall be responsible for ensuring the accuracy or correctness of the information provided, as Benefits, Inc. is not independently verifying that any information provided by the company is correct.
3. The company further agrees to indemnify, hold harmless and defend Benefits, Inc. against any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney's fees, and other costs of litigation which may arise in any way, through the company's use of the software.

Printed Name

Signature

Date

Company Name

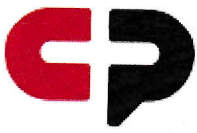
Title

Estimated 2023 Service Fees *(Pricing is subject to change by Employee Navigator)*

Service	1-50	51-100	101-250	251-500	501-1000	1001+
Federal E-file & Print/Mail Per Form	\$6.64	\$5.55	\$4.52	\$3.58	\$2.60	\$2.03
Federal E-file & Print/Mail Per Form (Peak)	\$7.64	\$6.55	\$5.52	\$4.58	\$3.60	\$3.03
Federal/State E-file & Print/Mail Per Form	\$7.48	\$6.35	\$5.25	\$4.16	\$3.00	\$2.28
Federal/State E-file & Print/Mail Per Form (Peak)	\$8.48	\$7.35	\$6.25	\$5.16	\$4.00	\$3.28

**Employee Navigator Pricing Schedule. Benefits, Inc. does not charge any additional amount above and beyond that of Employee Navigator. *Peak pricing occurs on the day before and the day of the IRS deadline.*

Note: In order to stay compliant with certain state laws, sales tax will be applied.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Kellie Reed,

As a valued CivicPlus customer, this letter is to notify you about an upcoming change to our solution pricing that will impact Ashland Tennessee on 11/1/2023 as part of your annual contract renewal.

Over the past several years, as our nation and community leaders have battled many unprecedented economic and societal challenges, we have strived to be a consistent, reliable technology partner whose solutions empower your successful operations and communications throughout these turbulent times. In response to our desire to support governments' recent staff and budget challenges, we have held our solution pricing as flat as possible.

However, we must continue to prioritize the stability of our people and systems against a backdrop of record inflation and soaring costs. Therefore, we will be increasing our pricing of the Web Open solution from USD 2,568.00 to USD 2,824.80 effective on your next renewal on 11/1/2023. Unfortunately, CivicPlus will not be able to renew your agreement on the current terms. To solve this issue, we have attached terms that will allow your account renewal.

We have tried connecting with you over the phone and through email so we could discuss this directly and help answer any questions you may have. If you want to connect, please don't hesitate to email us and schedule a time to talk.

With these changes comes a robust set of product enhancements and first-to-market integrations, including:

- CivicPlus Portal – A free digital hub that makes it easy for residents to obtain information and resources and interact with their local government from a personal and customizable interface and that embeds in your Municipal Website Central solution
- Migration to Drupal version 9 for enhanced functionality and configuration options
- Platform authentication (single sign-on)
- Unlimited ongoing group user training
- Integrated Google Analytics (G4)

Please share this information with all those in your administration who will need this information for 2023 budgeting purposes. In addition, please contact the undersigned account manager if you have any questions about these changes.

CivicPlus remains committed to ensuring our solution pricing and service fees never become a barrier to your digital transformation and civic experience needs. Again, we thank you for your continued partnership and support.

Thank you,

Ashley Hardesty



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-45075-1
6/21/2023 4:45 PM
ASHLAND CITY,
TENNESSEE

QTY	Product Name	DESCRIPTION
1.00	Municode Web Premium Civic Open Subscription Renewal	Municode Web Premium Civic Open Subscription
Annual Recurring Services - Initial Term		USD 2,824.80

1. This renewal Statement of Work ("SOW") is between Ashland Tennessee ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the original services agreement signed by Customer and CivicPlus and each applicable statement of work signed by the parties for the services listed herein (collectively, referred to as the "Agreement"). The terms of this SOW shall control and supersede any conflicting terms of the Agreement with respect to the services listed herein (the "Services").
2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 11/1/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.
4. Except as set forth in in this SOW, all terms in the Agreement shall remain in full force and effect and no modification thereto shall be valid unless in writing and agreed upon by CivicPlus and Customer. This SOW embodies the entire agreement between the Parties with respect to this Amendment.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

CivicPlus® 2023 Solution Price Increase Frequently Asked Questions

Q. Why is CivicPlus increasing its solution prices?

A. Over the past several years, as our nation and community leaders, have battled many unprecedented economic and societal challenges, we have strived to be a consistent, reliable technology partner whose solutions empower your successful business operations and communications throughout these turbulent times. In response to our desire to support local governments' recent staff and budget challenges, we have made our solution pricing as flat as possible.

However, it is due to a combination of many events that has led us to make this one-time adjustment to our pricing. Our costs continue to go up relentlessly, and we desire to keep the high level of service we provide and improve it every year. Our teams are working hard on improving efficiency; however, it is not enough to keep up with rising costs. We recently invested heavily in cybersecurity protection for all our customers and are working hard to establish integrations between all the products and tools we provide.

By increasing our solution pricing, we will be better positioned to remain a competitive player in the marketplace, hire and retain top talent—particularly in the software engineering space—and reinvest in our technology to ensure our functionality is keeping pace with the needs of governments.

Q. When will my new pricing be effective?

A. On the renewal date of each customer contract order.

Q. My account executive promised three years with no price increase. Are we, therefore, exempt from this increase until the end of that term?

A. We will honor the terms of existing, fully executed contracts. Please contact your growth account manager to discuss this.

Q. Can we opt out of the additional services you offer to keep our pricing flat?

A. All solution enhancements will be available to all customers. Therefore, we cannot exclude them on an account-by-account basis.

Q. Are there any additional product benefits to us as a customer?

A. We have made changes to several products that add benefits – please reach out to us to better understand how this may impact your organization.

Q: You mentioned inflation as part of your price increases, but the recent economic inflation was only transitory and is now slowing.

A: Higher costs resulting from inflation are only one contributing factor to the need for a price adjustment.

Q. CivicPlus has private equity investment and purchased two companies in two years, indicating you have adequate funding and financial reserves. So, why are you passing on a price increase to your public sector customers?

**REQUEST FOR USE OF
CHEATHAM COUNTY SCHOOLS & FACILITIES
BY COMMUNITY ORGANIZATIONS**

Central Office Use

Date Rec'd _____

Invoiced _____

Paid _____

Request Emailed to school _____

School to be Used: Ashland City Elementary School 1

Purpose of Use: Parade Line Up Expected Attendance 100

Organization Name: Town of Ashland City

Request Made By: Gayle Bowman Title in Organization Finance Director

Mailing Address: 233 TN Waltz Pkwy Suite 103 City Ashland City Zip 37015

Cell Number: 615-934-4094 E-Mail gbowman@ashlandcitytn.gov

BUILDING USAGE - FILL THIS FORM OUT IN ITS ENTIRETY - MUST BE SUBMITTED 2 WKS PRIOR TO EVENT

Date & Days of Use: Saturday, December 2, 2023 S M T W TH F (S)

Reoccurring Use: N/A S M T W TH F ST

Weekly on: N/A

Reoccurring Use: N/A 1st 2nd 3rd 4th 5th S M T W TH F ST

Monthly on: N/A

Starting Date: December 2, 2023 Ending Date: December 2, 2023

Starting Time: 9:00 X AM PM Ending Time: 9:00 AM X PM

FEE SCHEDULE - If applicable *DO NOT LEAVE BLANK*

Area(s) Needed		*DO NOT LEAVE BLANK*	
Classroom(s)	Room # _____	\$15 / hour per room	\$ _____
<i>Limited classroom use per board policy</i>			
Auditorium		\$40 / hour	\$ _____
Stage Light	<u> </u> Y <u> </u> N	One fee for either or both	\$40 / hour plus \$25 / hour personnel fee (plus taxes)
Sound System	<u> </u> Y <u> </u> N		
Gymnasium		\$40 / hour	\$ _____
Auxiliary Gym (High Schools Only)		\$30 / hour	\$ _____
Gym for Jr. Sports Groups Only		\$20 / hour	\$ _____
Cafeteria		\$20 / hour	\$ _____
Stadium/Track/or other Game Field		\$40 / hour	\$ _____
Campus (Outside Building, <u>Parking Lot</u>)		\$20 / hour	\$ _____
Supervision - Required			
Building Supervision	<i>See Note 1</i>	\$25 / hour (plus taxes)	\$ _____
Name of Supervisor	_____ <input type="checkbox"/>	Check if supervisor is waiving fees.	
Custodial Services		Check here if needed	<input type="checkbox"/>
<i>*Custodial service based on actual time / cleaning as needed and determined by contractor</i>			
Food Service Usage		(Hourly fee will be charged for Food Service Personnel who must be present if kitchen is opened.)	\$ _____
Kitchen/Equipment to be Used			\$ _____
Special Instructions:		TOTAL ESTIMATED FEE	\$ _____

Note 1: When multiple rooms are used, supervision is calculated on one room. Supervision for outside as required

MAKE PAYMENT TO: CHEATHAM COUNTY SCHOOLS, 102 Elizabeth Street Ashland City, TN 37015
*No funds shall be paid individually to any employee or individual school for use of facilities.
 Hold Harmless Clause on page 2 must be completed. See page 2 for policy and procedures.*

REQUEST FOR USE OF CHEATHAM COUNTY SCHOOLS & FACILITIES

All organizations requesting use of Cheatham County School Facilities shall ATTACH a Certificate of Insurance with the Request for Facilities Use form. The Policy must name Cheatham County Board of Education as additionally insured for no less than ONE MILLION DOLLARS (\$1,000,000.00) for the duration of the organization's use of the facility. PLEASE MARK "PUBLIC SCHOOL USE" ON THE CERTIFICATE along with "No Participant is Excluded".

AGREEMENT

I/We agree to be responsible for the conduct of the audience in and about the building and for any damage incurred. I/We have reviewed the policy rules and regulations of the Cheatham County Board of Education, and further agree that the school property will be used in accordance with the rules and regulations of the Cheatham County Board of Education. I/We understand that no contract shall extend beyond June 30th of the current fiscal year.

I/We agree to indemnify and hold harmless the CHEATHAM COUNTY BOARD OF EDUCATION from:

- (A) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole from the organization's use of the facility described above: and.
- (B) Any claims, damages, penalties, costs and attorney fees arising from any failure of the organization, its officers, employees and/or agents, to observe applicable laws.

I/We further acknowledge that the Cheatham County Government does not warrant that the facility requested is being currently maintained and will not be responsible for inspection and maintenance of the facility while it is being used by the requesting organization.

I/We understand that building supervision, custodial services, cafeteria worker and cafeteria manager fee will be charged as needed for building supervision, clean up, and use of kitchen facilities. I/We agree to pay the amount(s) billed after use of the facility. *Please do not alter the verbiage on this form in any way*

Authorized Signature	Date
Name: (Please Print)	

PAYMENTS SHALL ONLY BE MADE TO:

Cheatham County School System
c/o Finance Department
102 Elizabeth Street
Ashland City, TN 37015

FORWARD COMPLETED REQUEST TO: SCHOOL PRINCIPAL

QUESTIONS? Maintenance/Transportation Department - Jeff Hobbs
615-792-5664 jeff.hobbs@ccstn.org

Upon acceptance by the CCBOE Maintenance/Finance Department,
an approved copy of this Request will be returned to School Administration.

PRINCIPAL SIGNATURE - Facility is available during time and dates requested:	
This does not constitute final approval which resides with Maintenance & Transportation/Central Office	
*Note to Principal: Do you feel there is a need for a law enforcement officer to be present for this event?	Yes No
If yes, please explain:	
Central Office/Finance Department - Event falls within policy guidelines and insurance sufficient for use. <input type="checkbox"/>	
Date	

Revised 5/18/2023

* In the event of an emergency, call 9-1-1, start CPR and retrieve and use the nearest AED*



Town of Ashland City

P. O. Box 36 233 Tenn Waltz Pkwy Ste 103
Ashland City, Tennessee 37015
Phone 615-792-4211 Fax: 615-792-3501

October 10, 2023

To Whom It May Be Concerned,

We would like to ask for a waiver of the \$20/hour fee. The ACES parking lot will be used for the parade line up of floats and trucks carrying Cheatham County School students.

We have many football players, basketball players, cheerleaders and other school-aged groups who participate in the parade. We are looking for ways to keep our children safe.

Shhh.... Santa will be up the road at a church to waive to the students as they make their way to the Bypass to join in the parade line up. No one misses an opportunity to see Santa.

ACES will be the drop off site before parade from 3 pm to 4:30 pm and then the pickup site for after parade around 6:30 pm.

If you have any questions, please contact me at 615-792-4211.

Respectfully,

Gayle Bowman, CMFO
Financial Director
Town of Ashland City
gbowman@ashlandcitytn.gov

Paving
Bid Opening 9:00 am

Awarded
Nov. 14

1. McIntosh \$ 399,210.00
2. Sessions Paving \$ 576,568.00
3. Tennessee Valley \$ 417,591.00



ECS Southeast, LLP

Proposal for Construction Materials Testing and Special Inspection Services

New City Hall

405 Main Street
Ashland City, Tennessee

ECS Proposal Number 26:11688

November 3, 2023

Chief Chuck Walker
P.O. Box 35
Ashland City, TN 37015

Reference: Proposal for Construction Materials Testing & Special Inspection Services
New City Hall
405 Main Street
Ashland City, Tennessee

ECS Southeast, LLP (ECS) appreciates this opportunity and is pleased to submit this proposal to provide Construction Materials Testing & Special Inspection Services for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate—together with the applicable schedule of unit rates for this project. Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services.

PROJECT UNDERSTANDING

We understand the project will consist of the ground up construction of a new 16,848 square foot City Hall located in Ashland City, TN. The project will consist of the construction of a one-story building, green space, retaining walls, parking, and drive lanes.

Our understanding of the project is based on the following project documents that you provided to ECS:

- Architectural Drawings from Joshaua A. Wright Architect, dated January 22, 2021
- Structural Drawings from CSR Engineering, dated January 19, 2023
- Civil Drawings from CSR Engineering, dated January 26, 2021
- Geotechnical Report from ECS Southeast, dated February 1, 2023

Based on the information provided, the structure will utilize shallow foundations, concrete slabs-on-grade, wood framing, structural steel, and asphalt site pavement. The shallow column and continuous foundations shall consist of a bearing capacity of 3,000 psf. A retaining wall will also be constructed north and south of the proposed building.

We were not provided with a preliminary construction schedule in order to develop this proposal. Therefore, the scope and quantities provided herein are based on our experience with projects of similar magnitude and the local project experience of our engineering personnel.

SCOPE OF SERVICES

We propose to provide qualified engineers and engineering technicians to perform the requested services. Our scope of services is presented on the attached fee estimate; however, the following reporting, testing and inspection services may be requested on this project:

Earthwork/Soils (*Proofrolls/Undercut/Density Testing*)

- Proofroll the site to observe that unstable soils have been identified and removed or repaired in-place.
- Conduct laboratory Proctor tests on proposed engineered fill soils.

- Provide continuous observation of fill placement activities for conformance with the project geotechnical report.
- Perform in-place density testing of fill materials to document the percent compaction/in-place dry density is in compliance with the project requirements.

Shallow Foundations (*Continuous and Isolated Spread Footings*)

- Observe the excavated dimensions of the foundation excavations for plan compliance.
- Perform Dynamic Cone Penetrometer (DCP) testing to determine the foundation horizon bearing capacity for compliance with the design criteria.
- Observe reinforcing steel at each foundation excavation location for bar size, quantity, length, splice, lap, coverage, and positioning.
- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (one 7-day break, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing, and reporting of concrete cylinder test specimens.

Concrete (*Slab-on-Grade*)

- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Observe reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Observe anchor bolts prior to concrete placement for proper placement and embedment.
- Document general curing procedures.
- If extreme weather conditions are apparent, document that hot or cold weather procedures are followed.
- Visually check the concrete in trucks as they arrive on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (7-day breaks, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing and report of concrete cylinder test specimens.

Structural Masonry

- Provide continuous observations of general masonry construction (cell cleanliness, grout lift height, on-site mixing/proportioning of mortar and/or grout, consolidation of grout, etc.).
- Observe that masonry contractor is checking the wall for plumbness.
- Observe anchorages and reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Observe that the contractor is installing embed materials in general accordance with the plans and specifications.
- Document the general construction of mortar joints.
- Document the size and type of masonry units.
- Observe and document control joints are installed per the approved plans for spacing and installation.
- Observe and document the specified control joint filler material is being installed as specified.

- Fabricate mortar cubes and grout prisms for compressive strength testing.
- Obtain samples of CMU materials for compressive strength testing.

Wood Construction

- Observe wood products and structural panel sheathing for official grade mark to ascertain whether it is the grade and thickness shown on the approved building plans.
- Observe the nominal size of framing members at adjoining panel edges, the nail or staple diameter and length, the number of fastener lines and that spacing between fasteners in each line and at edge margins agrees with the approved building plans.
- Observe shear wall hold-downs and embedment depth. Observe wood trusses and their connection to structure.

Structural Steel

- Visit the fabrication shop and provide special inspections, non-destructive testing (MT-PT-UT), and review quality control procedures. (Unless the work is done on the premises of a fabricator registered and approved per AHJ / AISC)
- Review the erector's quality control procedures for high-strength bolting, field welding, decking, steel headed stud anchor placement, field cutting, and heating.
- Review Material Test Records (MTR's) for main steel elements, fasteners, anchor rods, welding consumables, and headed stud anchors; including the identification procedure for each.
- Review the steel erector's Welding Procedure Specifications, Procedure Qualification Records, and Welder Performance Qualifications for materials being installed on site.
- Perform observation on the fit-up of groove and fillet welds including:
 - Joint Preparations
 - Dimensions (alignment, root opening, root face, bevel angle)
 - Cleanliness (condition of faying surfaces)
 - Tack Welding (tack weld quality, size, and location)
- Observe the configuration of access holes, control and handling of welding consumables, and environmental conditions (wind, rain, temperature).
- Confirm the WPS is followed during welding and use of the proper welding techniques.
- Provide observation of repair activities, arc strikes, backing removal, and completed weld joints for visual acceptance per AWS D1.1-2015.
- Provide Ultrasonic Testing for CJP Welds 5/16" and thicker (100% for Risk III and higher).
- Provide observation of high strength bolts for compliance with AISC, RCSC, and project specifications. (For joints other than snug-tight, pre-tensioning procedures shall be performed by the erector and observed by ECS, some may require continuous monitoring during pre-installation)
- Observe steel framing to verify compliance with the field installed details shown on the erection drawings.
- Observe metal decking installation for compliance with project specifications. If welded, this includes weld size and type, filler material, welder qualifications, welding procedures, and final visual acceptance per AWS D1.3-2018. If mechanically attached, observations include fastener size and type, material, pattern, and compliance with project specifications.
- Provide documentation of events in the field and notify the appropriate personnel upon recognition of deficiencies. Perform the following continuous observations as related to on-site structural steel welded connections:
 - Provide continuous observations of the following welded connections:
 - Steel Headed Stud Anchor Production Testing and Installation

- Provide periodic observations of the following welded connections:
 - Complete and Partial Penetration Groove Welds (during and after welding)
 - Single and multi-pass fillet welds (during and after welding)

Subbase and Paving (*Light and Heavy-Duty Asphalt and Concrete Pavement*)

- Observe proofrolling of subgrades, provide recommendations and observe corrective actions at excessively soft areas prior to placement of subbase course.
- Observe placement of subbase course and perform appropriate in-place density tests as directed by specifications.
- Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.
- Review Job Mix Formula data for proposed bituminous pavement materials.
- Monitor temperature and density of asphalt pavements during installation and provide information as to the performance of these materials during installation for the purpose of quality control.
- Extract and analyze asphalt cores after placement to verify asphalt thickness and bulk specific gravity, if required.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Make and cure 4-inch by 8-inch concrete cylinder test specimens for compressive strength testing per specifications. (7-day breaks, three 28-day breaks, and one reserve)
- Deliver test specimens to ECS' laboratory within 24 hours after casting.
- Laboratory curing, compressive strength testing and report of concrete cylinder test specimens.

Erosion Prevention and Sediment Control Inspections (if requested)

- Perform inspections of erosion and sediment control features of the construction site. Inspections will be performed twice per week and at least 72 hours apart, in accordance with Section 3.5.8.2 of the Tennessee Construction General Permit.
- Perform inspections of erosion and sediment control features of the construction site, as mandated by the local jurisdiction, the state of Tennessee, and any other applicable governing authorities.
- Complete the ECS inspection reports (normally a one-page checklist with comments/recommendations) and send to your office.
- Services shall be provided for the duration of land disturbance activities at the site, unless directed to end sooner.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS

Construction Materials Testing and Special Inspection (CMT/SI) services are performed to help provide the project's contractors, designers, owners, and local code officials some indication of the level of compliance obtained by the installing contractors with the project specifications. These services are provided at periodic intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e., soils and concrete are generally based upon random selection as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance.

Testing and observation services provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

COMMUNICATIONS

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Murfreesboro office. Our use of this technology typically facilitates electronic distribution of our reports within approximately **24 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

We anticipate our services will be needed on a full-time basis during earthwork and foundation installation and typically on an on-call basis thereafter. The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is (615)885-4983. All scheduling requests should occur prior to 3:00 pm on the day before services are required so that the proper personnel may be scheduled for the required inspection task. Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

FEES/COST OF SERVICES

Based upon the scope of services and our fee schedule, ECS estimates that our base scope of services for this project will be on the order of **\$34,019.50 with an alternate scope for the site work and pavements of \$10,717.50. If the cost for our services is less than the estimate, these savings will be passed on to you.** Our budget estimate is based upon available information, as well as our experience with similar projects. Additional site visits for the specific task of retesting failed tests or unforeseen conditions are not included in the estimated cost.

ECS will invoice our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. All unit prices listed herein shall remain as stated throughout the project. Invoices will be submitted monthly—typically on or about the 10th day of each month.

AUTHORIZATION

Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance form to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service. This proposal is valid for a period of sixty (60) days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (615)885-4983.

Respectfully submitted,
ECS SOUTHEAST, LLP



Blake Morris, P.E.
Group Manager
bmorris1@ecslimited.com



Mark Luskin, P.E., P.G.
Vice President/ Principal Engineer
mluskin@ecslimited.com

Enclosures: Cost Estimate
 ECS Fee Schedule
 Proposal Acceptance Form
 ECS Terms and Conditions of Service

FEE ESTIMATE							
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES							
New City Hall - Ashland City, TN							
ECS Proposal No. 26:11688							
Field Services:				Quantity		Unit Rate	Cost
Field Technician:							
Earthwork:							
Earthwork/ Structural Fill / Proofroll	8 visits	@	8 hours/visit	64 hours	@	\$65.00 / hour	\$4,160.00
Retaining Wall Observations	10 visits	@	8 hours/visit	80 hours	@	\$65.00 / hour	\$5,200.00
Building Construction:							
Foundations (Bearing, Reinforcing Steel, Concrete)	8 visits	@	4 hours/visit	32 hours	@	\$65.00 / hour	\$2,080.00
Slab-on-Grade Concrete (Reinforcing Steel and Concrete)	2 visits	@	8 hours/visit	16 hours	@	\$65.00 / hour	\$1,040.00
Storm Shelter Roof Slab	1 visits	@	8 hours/visit	8 hours	@	\$65.00 / hour	\$520.00
Structural Masonry	6 visits	@	4 hours/visit	24 hours	@	\$65.00 / hour	\$1,560.00
Structural Steel	2 visits	@	4 hours/visit	8 hours	@	\$115.00 / hour	\$920.00
Wood Framing	4 visits	@	4 hours/visit	16 hours	@	\$115.00 / hour	\$1,840.00
Misc. Concrete	4 visits	@	4 hours/visit	16 hours	@	\$65.00 / hour	\$1,040.00
Project Manager:							
Construction Meetings/ Site Visits	2 visits	@	4 hours/visit	8 hours	@	\$135.00 / hour	\$1,080.00
Daily Vehicle/ Trip:	47 visits				@	\$45.00 / r. trip	\$2,115.00
Field Services Subtotal:							\$21,555.00
Laboratory Testing:							
Standard Proctor:				2 samples	@	\$185.00 / sample	\$370.00
Atterberg Limits:				2 samples	@	\$90.00 / sample	\$180.00
Compressive Strength of Mortar Cubes:				36 cubes	@	\$17.00 / cube	\$612.00
Compressive Strength of Grout Prisms:				24 prisms	@	\$30.00 / prism	\$720.00
Compressive Strength of Concrete Cylinders:				170 cylinders	@	\$17.00 / cylinder	\$2,890.00
Laboratory Testing Subtotal:							\$4,772.00
Equipment Expenses:							
Nuclear Density Gauge				8 day(s)	@	\$40.00 / day	\$320.00
Daily Equipment Charge				32 day(s)	@	\$30.00 / day	\$960.00
Equipment Expenses Subtotal:							\$1,280.00
Project Management/ Report Review:							
Principal Engineer:	45 reports	@	0.25 hours/report	11.25 hours	@	\$225.00 / hour	\$2,531.25
Project Manager:	45 reports	@	0.50 hours/report	22.5 hours	@	\$135.00 / hour	\$3,037.50
Administrative Support:	45 reports	@	0.25 hours/report	11.25 hours	@	\$75.00 / hour	\$843.75
Project Management Subtotal:							\$6,412.50
ESTIMATED TOTAL COST:							\$34,019.50
ADDITIONAL PAVEMENT AND SITE WORK							
Basestone (Proofroll / Densities)	5 visits	@	4 hours/visit	20 hours	@	\$65.00 / hour	\$1,300.00
Asphalt Pavement Base Course	4 visits	@	8 hours/visit	32 hours	@	\$65.00 / hour	\$2,080.00
Asphalt Surface Placement	4 visits	@	8 hours/visit	32 hours	@	\$65.00 / hour	\$2,080.00
Misc Concrete (Dumpster Pad, Pavement, Etc.)	4 visits	@	4 hours/visit	16 hours	@	\$65.00 / hour	\$1,040.00
Daily Vehicle/ Trip:	17 visits				@	\$45.00 / r. trip	\$765.00
Field Services Subtotal:							\$7,265.00
Laboratory Testing:							
Compressive Strength of Concrete Cylinders:				30 cylinders	@	\$17.00 / cylinder	\$510.00
Laboratory Testing Subtotal:							\$510.00
Equipment Expenses:							
Nuclear Density Gauge				13 day(s)	@	\$40.00 / day	\$520.00
Daily Equipment Charge				4 day(s)	@	\$30.00 / day	\$120.00
Equipment Expenses Subtotal:							\$520.00
Project Management/ Report Review:							
Principal Engineer:	17 reports	@	0.25 hours/report	4.25 hours	@	\$225.00 / hour	\$956.25
Project Manager:	17 reports	@	0.50 hours/report	8.5 hours	@	\$135.00 / hour	\$1,147.50
Administrative Support:	17 reports	@	0.25 hours/report	4.25 hours	@	\$75.00 / hour	\$318.75
Project Management Subtotal:							\$2,422.50
ADDITIONAL PAVEMENT/SITE WORK ESTIMATED TOTAL COST:							\$10,717.50

2023 ECS SOUTHEAST, LLP
NEW CIT HALL
Ashland City, Tennessee
ECS Proposal No. 26:11688

Principal Engineer	\$225.00/hour
Senior Engineer/Dept. Manager	\$150.00/hour
Project Manager	\$135.00/hour
Welding Technician, Shop or Field Inspection (**):	
Senior Level AWS CWI (NDE: UT, MT, PT, RI)	\$115.00/hour
AWS CWI (VT with no NDE)	\$115.00/hour
Field Engineer (**)	\$95.00/hour
Engineering Technician (**)	\$65.00/hour
Administrative Support.....	\$75.00/hour
Trip Charge	\$45.00/trip

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. There will be a trip charge in lieu of mileage. For scheduling requests received without sufficient notice as stated within the ECS proposal, services will be staffed with available personnel at the associated unit rates.

(**) = Overtime = Standard Rate x 1.50 for over 8 hours per day and outside normal business hours of 6:00am to 6:00pm, holiday, Saturday, or Sunday. There will be a 4-hour minimum field charge for field related services (not applied to sample/specimen pickups).

EQUIPMENT and LABORATORY

Core machine	\$125.00/day
Daily Equipment Charge	\$30.00/day
Nuclear Density Gauge Charge	\$40.00/day
Ultrasonic Equipment	\$100.00/day
Floor Flatness/Levelness Meter	\$100.00/day
Photoionization Detector (PID)	\$100.00/day
Windsor Probe Gun	\$100.00/day
Windsor Probe Shots	\$15.00/shot
Standard Proctor (ASTM D-698)	\$185.00 each
Modified Proctor (ASTM D-1557) 4 inch mold.....	\$190.00 each
One-Point Proctor (AASHTO T272)	\$45.00 each
Dry Sieve Analysis of Granular Material	\$60.00 each
Hand Auger Borings	\$8.00/per foot
Atterberg Limits Testing	\$90.00 each
California Bearing Ratio (CBR)	\$400.00 each
Wash No. 200 Sieve	\$30.00 each
Testing of Cylinders, Cubes and Core Specimens:	
Compressive strength of grout cubes.....	\$ 17.00 each
Compressive strength of concrete cylinders including reserves, (ASTM C-39)	\$ 17.00 each
Core Specimen (including sample preparation).....	\$ 35.00/test
Compressive Strength of grout prisms (3.5"x3.5"x7")	\$ 30.00 each
Compressive strength of mortar cubes	\$ 17.00 each
Closeout Letter.....	\$ 200.00 each

Note: The above charges will be made for tests and equipment operated by ECS Southeast, LLP personnel in addition to personnel charges already listed.

**PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP**

Project Name: New City Hall
Location: Ashland City, Tennessee

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are providing us with authorization to proceed, providing us permission to enter the site, and making this proposal the agreement between us. Your signature also indicates that you have read this document and the general conditions of service in its entirety and agree to pay for these services.

Base Scope of Services (Time and Materials): Estimated at \$34,019.50 Approved _____

Alternate Scope - Site Work and Pavements: Estimated at \$10,717.50 Approved _____

Alternate Scope - EPSC Inspections (twice weekly): \$250/visit Approved _____

Client Signature: _____ Date: _____

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____



ECS Southeast, LLP TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Southeast, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum unless otherwise explicitly stated. CLIENT understands and agrees that even

if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by

- errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification

- executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.