



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
January 12, 2021 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) December 8, 2020 Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS

3. Council Vacancy Discussion
- [4.](#) Resolution: Alley Abandonment
- [5.](#) Resolution: Updating 2020-10 Families First Coronavirus Response Act
- [6.](#) Ordinance: Fiscal Year 2020-2021 Budget Amendment #3

NEW BUSINESS

- [7.](#) Carnival contract for Summerfest 2021
- [8.](#) Kimley-Horn Bicentennial Trail Extension Agreement
- [9.](#) Contract for Farmer's Market Manager
- [10.](#) Resolution: Community Development Block Grant
- [11.](#) Ordinance: Rezone Request PO-PUD to R-4PUD: Highway 12 Map 64 Parcel 11.01
- [12.](#) Ordinance: Rezone Request C-2 to R-3: 119 Vine Street Map 049 N B Parcel 1.00
- [13.](#) Benefit Inc: ACA Reporting Agreement

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
December 08, 2020 6:00 PM
Minutes

CALL TO ORDER

Vice Mayor Anderson called the meeting to order at 6:02 p.m.

"I am Daniel Anderson, Vice Mayor for the Town of Ashland City, and I hereby call to order the December 8, 2020 City Council Meeting of the Town of Ashland City. Due to the COVID-19 pandemic, and in accordance with Governor Bill Lee's Executive Order, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID-19 pandemic"

ROLL CALL

PRESENT

Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilman Gerald Greer
Councilman Roger Jackson
Councilman Chris Kerrigan

ABSENT

Mayor Steve Allen

All Council Members reported by electronic means and Vice Mayor Anderson declared a quorum.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

1. November 10, 2020 City Council Meeting Minutes

A motion was made by Councilman Kerrigan, seconded by Councilman Jackson, to approve the November 10, 2020 Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

None.

REPORTS

2. City Attorney

Ms. Jennifer Noe stated everything she has is on the agenda.

OLD BUSINESS:

3. Council Vacancy Discussion

Vice Mayor Anderson stated we discussed this at Workshop and he would accept a motion. A motion was made by Councilman Greer, seconded by Councilman Jackson, to defer this until the January Council Meeting. All approved by voice vote.

4. Resolution: Alley Abandonment

Ms. Noe stated she is still working on this, but should have something by January. A motion was made by Councilman Jackson, seconded by Councilman Adkins, to defer this until the next scheduled meeting. All approved by voice vote.

5. Ordinance: Rezone Request: R4PUD to R4- Peach/Main Street - Map 49J Parcel 1, 1.01, 4

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCELS 001.00, 001.01, AND 004.00 OF CHEATHAM COUNTY TAX MAP 49J, GROUP D, LOCATED ON NORTH MAIN STREET, PEACH STREET, AND ARBOR LOOP. Vice Mayor Anderson asked if there were any questions and stated Mr. Riegle is on the line tonight if there are. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the rezone. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan. **2nd Reading.**

6. Amend Title 12, Chapter 1: Section 12-101. Standard Codes Adopted **AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 12, CHAPTER 1, SECTION 12-101 OF THE MUNICIPAL CODE.** A motion was made by Councilman Adkins, seconded by Councilman Greer, to approve the ordinance. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan. **2nd Reading.**

NEW BUSINESS:

7. GNRC CARES Act Agreement
Vice Mayor Anderson stated this is to allocate more funds for the Cares Act program. Ms. Melissa Womack stated this is for the food program that is in progress at the Senior Center. Further, with its success they are giving us more money for the program. She stated this is 100% reimbursable through the program. Vice Mayor Anderson questioned if this agreement can be approved at the same time as the next agreement. Ms. Reed responded yes. Ms. Womack stated the next one is for the wish list items to upgrade the technology at the center. Further, the my Senior Center agreement goes along with this as well. Vice Mayor Anderson questioned if this can be done altogether. Ms. Reed responded yes, but she requested this be approved with the changes recommended by Ms. Noe for the my Senior Center Agreement that was included in the packet. A motion was made by Councilman Jackson, Seconded by Councilman Kerrigan, to approve both GNRC Cares Act Agreements as well as the my Senior Center Agreement with the changes recommended by Ms. Noe. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan
8. GNRC CARES Act Agreement
9. my Senior Center Agreement
10. CSR Environmental Agreement
Vice Mayor Anderson stated this is for the environmental study for the City Hall/Fire Hall project which is required for the USDA loan funding. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the CSR Environmental Agreement. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.
11. Waste Connections Agreements
Vice Mayor Anderson questioned if this is the dumpster agreements for all the city buildings. Ms. Reed confirmed. Ms. Noe stated she has reviewed the agreements and they are good to go. A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the waste connections agreements. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.
12. Resolution: Updating Employee Manual Section III. Leave: Legal Holidays
A RESOLUTION BY THE MAYOR AND CITY COUNCIL UPDATING SECTION III. LEAVE OF THE POLICY AND PROCEDURES MANUAL GOVERNING EMPLOYMENT FOR THE TOWN OF ASHLAND CITY. Vice Mayor Anderson stated this is to add three (3) new holidays. Councilman Kerrigan stated he thinks this should be discussed further as it was discussed Columbus Day was already traded for one day and it is being added back in. Councilman Jackson questioned what other two holidays are being added. Councilman Greer responded stating New Year's Eve and Election Day. A motion was made by Councilman Jackson, seconded by Councilman Greer, to approve the Resolution updating Legal Holidays in

the Employee Manual. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson. Voting Nay: Councilman Kerrigan.

13. Resolution: Updating 2020-10 Families First Coronavirus Response Act

Ms. Reed stated this is a resolution that was previously adopted back in March and the provision in this resolution states it will expire on December 31. Further, it is being discussed in the Senate now and we have a sunset provision which means it will automatically be updated as long as they renew it; however, if no action is taken we will not have anything in place. Vice Mayor Anderson asked Ms. Reed to review the resolution. Ms. Reed stated the resolution allows time and protects employees affected by the virus. She further stated there are several different criteria in this resolution. Vice Mayor questioned the recommendation for extension. Ms. Noe stated we have definitely seen an increase in Ashland City as well as at City Hall. She further stated extending through January would be ok and would be beneficial and one option could be extend to the next council meeting. Councilman Jackson stated he doesn't have a problem with extending for sixty (60) days. A motion was made by Councilman Jackson, seconded by Councilman Greer, to extend the resolution for sixty days. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

14. Ordinance: Fiscal Year 2020-2021 Budget Amendment #3

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET

AMENDMENT FOR THE 20/21 FISCAL YEAR. Ms. Reed stated this budget amendment has three (3) different categories: the TCRS project first payment twenty six thousand forty six dollars and eight cents (\$26,046.08)in the General Fund and seven thousand four hundred forty one dollars and fifty three cents (\$7,441.53) in the Enterprise Fund, the Tennessee Cares Act money for the senior center food distribution and technology updates twenty two thousand fifty dollars (\$22,050), and the Community Transportation Planning Grant To help with engineered plans for ADA projects forty thousand four hundred seventy five dollars (\$40,475.00). The forty thousand four hundred and seventy five dollars (\$40,475) is money that will be reimbursed through the grant as the ten percent (10%) grant match was already allocated in the budget; therefore, this is just to allocate the money we will be reimbursed after being awarded the grant. A motion was made by Councilman Adkins, seconded by Councilman Jackson, to approve the budget amendment. Voting Yea: Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

OTHER

Vice Mayor Anderson questioned the Budget Meeting next week and stated since we have people on vacation and out sick if everyone would like to cancel the meeting. A motion was made by Councilman Greer, seconded by Councilman Kerrigan, to cancel the budget meeting. All approved by voice vote. Councilman Greer questioned the blasting on Highway 12 and if we are getting any closer to a resolution. Ms. Noe stated she would prefer to have an attorney client privilege meeting; however, if anyone wishes to speak with her directly they can call her and discuss further tomorrow. Councilman Adkins thanked the employees for making the Christmas parade a success this year.

ADJOURNMENT

A motion was made by Councilman Greer, seconded by Councilman Jackson, to adjourn. All approved by voice vote and the meeting adjourned at 6:27 p.m.

VICE MAYOR DANIEL ANDERSON

CITY RECORDER KELLIE REED, CMFO, CMC

State of Tennessee
Cheatham County

RESOLUTION NO. 2020-

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY TO ABANDON AN ALLEY LOCATED BETWEEN THE BUILDINGS LOCATED AT 575 SOUTH MAIN STREET MAP 055F GROUP D PARCEL 001.00 AND 106 DUKE STREET MAP 055F GROUP D PARCEL 002.00 IN ASHLAND CITY, TENNESSE

WHEREAS, the City Mayor and the City Council for Ashland City, Tennessee have received a request from Reliant Bank located at 575 South Main Street Map 062 Parcel 004.00 to abandon the alley between the building behind this location connecting 106 Duke Street Map 055F Group D Parcel 002.00, and;

WHEREAS, this alleyway will affect one other parcel being 108 Duke Street Map 055 F Group D Parcel 003.00, and;

WHEREAS, notice was given to the adjoining land owner, and;

WHEREAS, there does not appear to be a reason for the continued maintenance of this portion of the road by the City; and

WHEREAS, the request of the landowner to abandon this portion of the road is reasonable.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the aforementioned road way is hereby abandoned. A copy of the legal description is attached as Exhibit A to this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of January, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____ Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



Jennifer Noe, Attorney at Law
Balthrop, Perry, & Noe, PLLC
102 Boyd Street, Ashland City, TN 37015
Telephone 615-792-5635
Facsimile 615-792-2591

December 14, 2020


Ms. Noe,

Reliant Bank is requesting the closure of the alley between the Reliant Bank branch located at 575 South Main Street Ashland City, Tn. and the adjacent building, with an address of 106 Duke Street Ashland City. The bank is also requesting that the property be deeded to the bank.

Grantee:

Attached, please find the legal description to the subject property.

Thank you,



Stephanie Reese
VP, Security Officer and Facilities Manager
Reliant Bank
101 Creekstone Blvd., Suite 200
Franklin, TN 37064

ΣΤΕΦΕΝ Ε. ΑΡΤΖ & ΑΣΟΧΙΑΤΕΣ, ΙΝΧ.

Surveyor's Description
December 8, 2005

The following paragraph describes a tract of land in the 1st Civil District of Cheatham County, Tennessee, said tract being a 16' alley to be abandoned, between Helen Street and a 10' alley.

2580 Square Feet

Beginning at an iron pin (new), in the southerly margin of Helen Street, the northeast corner of a tract of land which belongs to Community Bank & Trust Company of Cheatham County, having a deed reference in Deed Book 488, Page 240, ROCCT, the northwest corner of this tract, and continuing, as follows:

N 58°48'37" E, 18.23 feet to a rail road spike (new), in the southerly margin of Helen Street, the northwest corner of a second tract of land which belongs to Community Bank & Trust Company of Cheatham County;

thence, S 31°11'37" E, 141.18 feet to a rail road spike (new), in the northerly margin of a 10' alley, the southwest corner of said second mentioned tract of land which belongs to Community Bank & Trust Company of Cheatham County;

thence, S 56°44'37" W, 18.25 feet to a point, the northwest end of said 10' alley, in the easterly boundary of said first mentioned tract of land which belongs to Community Bank & Trust Company of Cheatham County;

thence, N 31°11'37" W, 141.84 feet, to the point of beginning, containing **2580 sq. ft.**, as surveyed by Steven E. Artz, Tennessee License No. 1708, d/b/a, Steven E. Artz & Associates, Inc., 514 South Brown Street, Suite 600, Springfield, Tennessee 37172, dated December 8, 2005.

The above described tract of land may be found on Tax Map 55-F, Group D, between parcels 1, 2 & 14 in the Tax Assessor's Office for Cheatham County, Tennessee.

Λανδ Συρπεσορσ – Τεννεσσεε ανδ Κεντυκκψ

(615) 382-0481
(615) 382-0262

514 Σουτη Βροων Στρεετ, Συιτε 600
Σπρινγφιελδ, Τεννεσσεε 37172

[The Families First Coronavirus Response Act Set to Expire in 2021 | Starnes Law](#)

The Families First Coronavirus Response Act (“FFCRA”) requires employers with fewer than 500 employees to provide sick and family leave benefits to employees for COVID-19 related reasons. Although many have speculated as to whether the FFCRA would extend into the new year, Congress declined this extension, and employers will no longer be *required* to provide paid leave after December 31, 2020.

Although leave benefits under the FFCRA are not *required* by employers moving into 2021, the pandemic relief package signed by President Trump on December 27 did extend the FFCRA tax credit to reimburse employers for the cost of providing optional leave through March 31, 2021. In other words, employers now have the option of voluntarily providing such leave, and if they do, covered employers who offer FFCRA leave before April 2021 may still take advantage of payroll tax credits to cover the cost of benefits paid to employees. The reasons necessitating FFCRA leave remain the same. For example, leave is still appropriate when an employee is quarantining on advice of a health care provider due to exposure to *anyone* with COVID-19.

The amount of leave employees are entitled to take under the FFCRA (80 hours of paid sick leave and 12 weeks of expanded family medical leave) also does not change with this new relief package. However, if an employee already took leave in 2020, an employer is not entitled to a second tax credit for the employee taking leave again in 2021.

Employers outside of Alabama should be conscious of whether their states or localities have adopted their own COVID-19 leave laws, which may or may not expire at the end of 2020.

ORDINANCE #

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT FOR THE 20/21 FISCAL YEAR

WHEREAS, the Mayor and Council appropriate \$88,571.08 in the General Fund Budget: \$22,050 for the additional Tennessee Cares Act Grant allocations for the Senior Center, \$40,475 for the award of the Community Transportation Planning Grant, and \$26,046.08 for the TCRS Project allocations; and,

WHEREAS, the Mayor and Council appropriate \$7,441.53 in the Enterprise Fund for the TCRS Project allocations.

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

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

<i>General Fund</i>	<u>Beginning Departmental Budget</u>	<u>Ending Departmental Budget</u>
Recorder	\$6,512,850.00	\$6,579,371.08
Senior Center	\$311,545.00	\$333,595.00
 <i>Enterprise Fund</i>		
Water and Sewer	\$20,453,490.00	\$20,460,931.53

1st reading 12-8-2020
Public Hearing _____
2nd reading _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

RIDES AND CONCESSIONS

AMUSEMENT ATTRACTIONS

13007 WHITNELL WAY
RIVERVIEW, FL 33579

William Purdy, President

612-801-2712

Memorandum of Agreement

1. This contract made and entered into this, the 1st day of December, A.D., 2020 by and between Amusement Attractions, Party of the first part and Ashland City State of Tennessee party of the second part.
2. Witness: - That for and in consideration of the sum of one dollar in hand paid to each other, the receipt of which in herein acknowledged, and other good valuable consideration hereinafter set forth, both parties aforesaid bind themselves as follows: -
3. That part of the first part agrees to present their entire company consisting of high –class pay shows, riding devices, concessions, etc., to the city of Ashland City State of TN for a period of 5 days and nights, commencing June 8th, 2021 to June 12th, 2021 all dates inclusive. The party of the first part is also to furnish tickets.
4. The Party of the second party agrees to furnish all licenses and permits that may be required by law, electric current, including the connection and disconnection of transformer , water, police protection, ticket takers on shows, also a suitable location of grounds, knows as Soccer Field at River Bluff Park located in Ashland City, TN and free gate admission tickets for all actual attaches of the party of the first party, if exhibiting where gate admission is charged.
5. That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
6. That: Party of the first part shall have the exclusive on all rides and games, unless other-wise stated herein, during the life of this contract.
 - a. Amusement Attractions to pay 20% of ticket box revenue and will provide accounting record of said fees to the records office
 - b. All armbands will be \$25 and each armband will have a \$5 Free credit on them
 - c. Parks and Recreation will provide restroom facilities, trash dumpster, and water connection
 - d. Amusement Attractions will provide insurance certificate to the Town of Ashland City, TN **PO Box 36 Ashland City, TN 37015** (Insurance coverage will be a minimum of \$1,000,000)
 - e. Amusement Attractions will provide 15-21 Rides and 15-21 Concessions
 - f. In the event of any lawsuits due to injury of a third party due to liability of the party of the first part, the party of the first part shall identify and hold party of the 2nd part harmless including reimbursement of attorney fees.
 - g. Amusement Attractions will provide 150 wristbands to the town of Ashland City for use the employees at no cost
7. That it is mutually agreed by both parties hereto that there is no other contract or promise, either written or verbal existing between them, and that this contract is subject to the approval of the above-named shows, either by wire or letter.
8. In case of sickness or death the performer, then the party of the first part shall have a reasonable length of time to replace such performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic, or unforeseen occurrence over which the party of the first cannot control, then they are not to be held for damages by party of the second part.
9. This contract entered into signed in duplicate in the City of Riverview State of Florida, this the 1st day of December A.D., 2020 by the dually authorized representatives of the parties here to.

AMUSMENT ATTRACTIONS INC.

By W. H. P.
Party of the first part
Organization

By _____
Party of the Second Part

By _____
Title: _____



August 31, 2020

Mr. Brian Stinson
Mr. Scott Sampson
Town of Ashland City, Tennessee
7218 Ashland City Road
Ashland City, Tennessee 37135

**RE: *Professional Services Agreement
Cumberland River Bicentennial Trail Extension
Ashland City, Tennessee***

Dear Mr. Stinson and Mr. Sampson:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the Town of Ashland City (the “Client” or the “Town”) for professional consulting services for the above referenced project.

SCOPE OF SERVICES

Based on the information provided, we understand that the Town of Ashland City wishes to extend the Cumberland River Bicentennial Trail from the existing trailhead located along Chapmansboro Road to Tennessee Waltz Parkway (SR 455). The project will consist of pedestrian facilities, asphalt trail, pedestrian bridge, boardwalk, drainage improvements, parking, signage, and pavement markings. The project limits are approximately 2,700 linear feet. It is understood that the project, in its entirety, will be located within the existing railroad right-of-way (ROW) or Chapmansboro Road ROW. The project limits are attached to this agreement in Exhibit A.

The scope provided below is for Project Coordination, Survey, Preliminary Engineering, and NEPA Documentation. Upon completion of these tasks we will provide the Town with an amendment to this agreement that will outline the scope and fee for the remaining tasks through the end of design. A final amendment will be submitted for Construction Engineering Inspection.

Our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of project status updates and reviews, conference calls, preparing and distributing reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of

monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Project Meetings

Kimley-Horn will coordinate and facilitate periodic project meetings, up to three, at a location in the Town of Ashland City (to be determined by Town staff) or at the Tennessee Department of Transportation's (TDOT) offices. Each meeting will consist of project status updates, schedule review, and discussion of upcoming milestones for both the project team and Town of Ashland City staff. Kimley-Horn will prepare and distribute both meeting agendas and meeting minutes for each meeting. These meetings are as follows:

- Project Kickoff Meeting
 - The team will facilitate a kick-off meeting with representatives of Town Administration, Parks Department, Public Works, Police, and other departments involved with design, development, and operations to review and discuss potential areas of improvement, modification, or additions. At this initial meeting, team members will review the project schedule, coordination procedures, and duties required of both the consultant and Town staff.
- Project kickoff meeting with TDOT Local Programs Staff
- Project Status Meeting (following completion of Preliminary Plans)

Task 1.2 – Early Utility Coordination

Kimley-Horn will submit early coordination letters to utilities companies in Cheatham County. The submittal to each utility owner will consist of letter by certified mail requesting that the utility company review the potential impacts of the proposed project to their facilities. The letter will request a written response from each utility provider. If no response is made within sixty (60) days, a follow up letter by certified mail will be submitted giving ten (10) days to respond. All documentation will be used for Utility Certification.

Task 2 – Field Survey and Data Collection

Kimley-Horn, through our sub-consultant, will provide land surveying services for the project under the supervision of a Professional Land Surveyor licensed in the State of Tennessee. We will perform the Field Surveying using conventional ground surveying methods, static LiDAR or other acceptable methods as determined by the surveyor and field conditions. All survey information gathered for the project shall adhere to generally accepted surveying practices and shall be tied to the State Plane Coordinate System using the Tennessee Geodetic Reference Network (TGRN).

The survey area will consist of full railroad right of way width along the project corridor, a portion of Chapmansboro Road where the proposed pedestrian bridge will cross, and a small area located adjacent to SR 455 for a proposed parking area. The survey limits begin where the existing railroad ROW intersects SR 455, just southwest of the N Main Street and SR 455 intersection. The survey will

extend northwest approximately 2,100 linear feet, following the existing railroad ROW before reaching Mark's Creek. The survey data will identify features of the existing bridge structure that was previously used by the railroad to cross Mark's Creek. Once crossing over Mark's Creek, the survey will capture remaining features of the railroad bridge crossing over Chapmansboro Road. Road grade data will also be identified. Once crossing over Chapmansboro Road, the survey will extend approximately 450 linear feet where it will intersect the existing Bicentennial Trail and trailhead.

Our team will provide a survey within the corridor locating the topographic features, the physical features, visible evidence of utilities along with any markings by TN One Call. This data will consist of existing features, such as edge of pavements, pavement markings, curbs, utilities, top of banks, toe of slopes, grade changes, wood lines, fences, mailboxes, drainage features (ditches, pipes, structures), right-of-way limits, and any easements along the proposed trail route. We will establish the right of way lines of Chapmansboro Road and Waltz Parkway (SR 455). We will produce a planimetric AutoCAD drawing and a surface model. From the surface model we will produce contours at 1-foot intervals. The drawing will show the information as designated above.

In addition to the existing topographic features and property lines, both above and below ground utilities will be located based upon available mapping and as marked by TN One Call.

We will base our horizontal data on the State Plane Coordinate System of 1983 and the vertical data will be based on NVGD 88. This data will be collected under the supervision of a Tennessee Registered Land Surveyor.

In addition, one field visit will be performed by Kimley-Horn staff to review the survey data.

Task 3 – Geotechnical Investigation

Kimley-Horn, through the use of a subconsultant, will perform a limited geotechnical investigation for the proposed bridge abutments. Up to four borings will be performed and samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Upon encountering bedrock or refusal-to-drilling conditions, rock coring will be performing at the bridge abutment. The boring samples will be tested in a laboratory for soil properties and the engineer will recommend foundation design parameters for the use of the pedestrian bridge.

This task is intended to compensate Kimley-Horn for the effort expended in administering the work of the geotechnical engineering subconsultant as described below. Kimley-Horn is providing this effort solely for the administrative convenience of the Client. Kimley-Horn will endeavor to coordinate the geotechnical engineer's scope of work, schedules, and provide only a cursory review of their deliverables on behalf of the Client. Kimley-Horn will review sub-consultant invoices and, when Kimley-Horn is paid the invoice amount plus a mark-up by the Client, Kimley-Horn will in turn pay the sub-consultants. Ultimate responsibility for payment of the sub-consultant rests with the Client as the services are being provided for their benefit. Client acknowledges that Kimley-Horn will not be

reviewing the work product of the Subconsultant in detail and will not be liable for it. If the Client has any future claim related to these services, Client will pursue the Subconsultant directly and not Kimley-Horn.

Task 4 – Preliminary Design

Kimley-Horn will prepare preliminary design of the trail extension and pedestrian crossings along the project limits.

These project limits consist of approximately 2,800 linear feet of trail extension that will consist of retrofitting boardwalk on a portion of the existing railroad structure over Mark's Creek and a new pedestrian bridge spanning over Chapmansboro Road. The design will also incorporate elements such as storm drainage improvements, pedestrian handrail, and a parking area located at the SR 455 side of the extension.

Task 4.1 – Preliminary Design (50 Percent Design Submittal)

Preliminary Design plans (approximately 50 percent complete) will be provided to the Client for review and comment. Construction plans will conform to TDOT's current standards, TDOT Multi-modal design guidelines, Public Rights of Way Guidelines (PROWAG) and TDOT's *Roadway Design Guidelines*. The plans will be prepared for a construction cost review stage and will consist of the following preliminary sheets.

- Cover Sheet
- Estimated Quantities sheets
- Layout Sheets
- Grading and Drainage Sheets
- Pedestrian Bridge Sheets
- Details Sheet

Task 4.2 – Preliminary Engineer's Opinion of Probable Construction Cost

Kimley-Horn staff will prepare an engineer's opinion of the probable construction cost to accompany the 50% preliminary design plans. The opinion of probable construction cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. This cost will be based on preliminary construction quantities developed from the preliminary construction plans.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Kimley-Horn staff will meet with Town officials following the submittal and to review the 50% Preliminary design plans and Engineer's Opinion of Probable Construction Cost. The 50% design plans and engineer's opinion of probable construction cost will be based on Kimley-Horn's recommended trail routing.

Task 5 – Structure Design

The proposed Ashland City Bicentennial Greenway Trail Extension project consists of a proposed pedestrian bridge that crosses Chapmansboro Road. It is anticipated that the bridge will be made up of a premanufactured truss for the road crossing and then approach timber boardwalk on the south approach. There is an existing railroad structure along the proposed corridor of the south approach that contains timber piles, pile caps, and stringers. During the preliminary phase, the Engineer will investigate incorporating portions of the old structure into the new boardwalk approach structure.

The structural design of the pedestrian bridge and low-level boardwalk approach will be performed in accordance with the AASHTO Guide Specification for the Design of Pedestrian Bridges and the AASHTO LRFD Bridge Design Manual. In addition, the design will be based on the foundation recommendations, provided by the project geotechnical engineer. It is assumed that the pedestrian bridge will consist of a prefabricated superstructure designed by others, supported by cast-in-place concrete substructure designed by others. It is assumed that the timber boardwalks will be of timber construction designed by others.

Engineer will develop Preliminary Bridge Plans, which will consist of plan/elevations of the proposed bridge as well as typical sections of the pedestrian bridge and boardwalk. Preliminary Bridge Plans will be submitted to the Town for review at the 50% plan phase. The pedestrian bridge and boardwalk basis of design will include the following items.

- Bridge length, span options, and height above road shall be based on roadway and hydraulic requirements (if necessary).
- The maximum walkway (clear) width for the pedestrian bridge and boardwalk shall be ten (10) feet.
- The maximum vehicular live load on the pedestrian bridge and boardwalk shall be H-5.
- The boardwalks shall be of timber construction with typical spans of approximately ten (10) feet.
- Pedestrian bridge superstructure will be prefabricated structures designed by others, based on the details and performance specification in the Contract Documents.
- Pedestrian bridge substructure will be designed by others, based on the details and performance specifications in the Contract Documents.
- Timber boardwalk will be designed by others, based on the details and performance specification in the Contract Documents.
- Signed and sealed shop drawings and calculations for all pedestrian bridge and timber boardwalk components will be submitted by the Contractor, based on the Final Structure Performance Plans and Specifications in the Contract Documents.

Task 6 - NEPA Documentation

Given the nature of the proposed project, the environmental document is a likely candidate for classification either as a Programmatic Categorical Exclusion (PCE) or as a Documented Categorical Exclusion (D-List CE). This determination can only be made, however, by TDOT in cooperation with the Federal Highway Administration (FHWA). Kimley-Horn will prepare a project location map and description of the proposed improvements for submittal to TDOT. Based on this information, TDOT and the FHWA will determine the level of documentation and the environmental technical studies required for this project.

Based on the assumption that TDOT and the FHWA will determine that either a PCE or D-List CE is appropriate for this project, Kimley-Horn will prepare the CE document as described in the sub-tasks below in accordance with the *Tennessee Environmental Procedures Manual* (June 2011 edition) and FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, *Guidance for Preparing and Processing Environmental and Section 4(f) Documents* as well as *TDOT's Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (March 2018).

One Build Alternative will be studied and will be based on functional plans or on preliminary plans (20-30 percent complete) as defined on Page 4-5 of *TDOT's Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects* (March 2018). In addition, the No-Build Alternative will be examined to document what would happen if the proposed project was not constructed and to serve as a baseline to compare the Build Alternative against.

Task 1 – TDOT Environmental Division Coordination

The purpose of this task is to plan, organize, and implement tasks stipulated in this scope of services in a timely manner. In this task, Kimley-Horn will maintain direct contact and continuous liaison with the designated representative of the TDOT Environmental Division's Local Programs Office.

Task 2 - Development of Purpose and Need

Kimley-Horn will prepare a "Purpose and Need" statement for inclusion in the environmental document. The statement will clearly describe the need that exists for the proposed improvements and will describe the problems that the proposed action is intended to correct.

Task 3 – Agency Coordination

Kimley-Horn will prepare and send initial coordination letters as well as associated project mapping to TDOT for coordination with the following federal and state agencies. This initial coordination will request a review of the proposed project's impacts to threatened and endangered species, wetlands, and/or streams.

- Tennessee Department of Environment and Conservation (TDEC)
- U.S. Fish and Wildlife Service (USFWS)
- Tennessee Wildlife Resources Agency (TWRA)

Task 4 – Technical Studies

The project mapping and plans, as developed under Task 2, will serve as the study area limits for the environmental technical studies as outlined below. It is assumed that the proposed project would be constructed fully within existing railroad right-of-way. No additional easements or right-of-way will be acquired.

If further design details become available during preparation of the environmental document and if right-of-way or easements are determined necessary, then the environmental technical studies will need to be updated to reflect the latest design plans. Updates to the environmental technical studies can be completed in accordance with the Additional Services clause of this agreement.

Relocation Impacts

No business, residential or non-profit organization displacements are anticipated with the construction of the proposed project. If a relocation study is deemed necessary for this project, this service can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Ecology / Natural Resources

It is not anticipated that a stand-alone Ecology Report or Protected Bat Survey will be required for this project. If an Ecology Report or Protected Bat Survey are deemed necessary by TDOT, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Floodplains

Floodplains and floodways in the project area will be identified, as part of the environmental screening, through the review of National Flood Insurance Rate Maps (FIRMs). This information will be part of the environmental document including the preparation of a FIRM map specific for the project area.

Air Quality

TDOT's Environmental Division will be responsible for updating the air quality analysis to meet the requirements of the Clean Air Act Amendment and TDOT's Air Quality Evaluation Policy. The air quality analysis will be updated to determine and compare the potential impacts of the project's alternatives on regional and local air quality. TDOT will provide the results of the air quality analysis to Kimley-Horn and Kimley-Horn will incorporate TDOT's findings into the environmental document. If TDOT or any other agency determines that an air quality analysis is required for this project, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Noise

Given the current scope of work, this project is understood to classify as a Type III project under FHWA and TDOT guidelines. Type III projects do not require a noise analysis.

Kimley-Horn will coordinate with TDOT for the appropriate language to be provided in the environmental document. If TDOT or any other agency determines that an additional noise analysis is required for this project, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Farmland

Given the project is located within the urban growth boundary, it is assumed that coordination with the Natural Resource and Conservation Service (NRCS) will not be required. If farmland resources are identified and coordination with the NRCS is deemed necessary by either the Client or TDOT, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Section 4(f) – Recreational Resource

With the identification of a Section 4(f) resource within the project area, Cumberland River Bicentennial Trail, a Section 4(f) De Minimis Finding Checklist developed by TDOT will need to be completed for the proposed project. Kimley-Horn will prepare the Section 4(f) De Minimis Finding Checklist for the project and submit it to Town of Ashland City/TDOT for initial review. Once the initial review has been completed by Town of Ashland City/TDOT, the Section 4(f) De Minimis Finding Checklist will be submitted to the Federal Highway Administration (FHWA) for final approval.

In order for the proposed project to receive a De Minimis Finding the following criteria must be met:

- Complete the Section 4(f) De Minimis Finding Checklist for a recreational resource.
- Inform the Official with Jurisdiction (OWJ) of the intent to make a De Minimis impact finding. In the case of this project, it is assumed that the OWJ is Town of Ashland City.
- Obtain written concurrence from the OWJ of the De Minimis finding.
- Provide the public with the opportunity to review and comment on the effects of the project on the Section 4(f) property via a legal announcement and map in the local newspaper.

Assumptions:

- A “will not adversely affect the activities, features, or attributes” determination from Town of Ashland City is anticipated for this project as well as a Section 4(f) De Minimis Determination from the FHWA. If TDOT, FHWA or the OWJ request the preparation of either a Programmatic Section 4(f) Evaluation or an Individual Section 4(f) Evaluation, an addendum to this scope of services and cost estimate will be required.
- The Town of Ashland City will be responsible for the coordination and fees associated with the publication of the public notice and map in the local newspaper and any additional websites.

Deliverables by the Consultant:

- Section 4(f) De Minimis Finding Checklist.

- Section 4(f) language for incorporation by Kimley-Horn into the Categorical Exclusion.
- Public notice with project location map.
- Official with Jurisdiction notification letter and approval letter.

Section 6(f) – Parks and Recreational Resources

With the identification of a Section 6(f) resource within the project area, Cumberland River Bicentennial Trail*, coordination with the Tennessee Department of Environment and Conservation (TDEC) will need to be completed for the proposed project. On behalf of the Town of Ashland City, Kimley-Horn will prepare a coordination letter and associated mapping to be sent to TDEC, informing the agency of the scope of work involved with the Cumberland River Bicentennial Trail Extension Project and the expected construction timeframe.

Assumptions:

- If a Section 6(f) Temporary Non-Conforming Use Request or formal Section 6(f) Conversion Evaluation is determined necessary at any point in time by either FHWA, TDOT, the National Park Service (NPS), or TDEC, an addendum to this scope of services and cost estimate will be required.
- No consultation with the NPS is expected to be required.
- No public involvement activities will be required such as public meetings or the preparation of public notices.
- No site visits by the Consultant's staff are expected to be required.

Deliverables by the Consultant:

- Coordination Letter between the Town of Ashland City and the Tennessee Department of Environment and Conservation along with associated mapping.

**Section 6(f) resources are identified as recreational resources that receive grant funding through the Land and Water Conservation Fund Act which is administrated federally through the National Park Services and by the State of Tennessee through the Tennessee Department of Environment and Conservation.*

Cultural Resources / Section 106 Coordination

As part of the environmental review process, a Section 106 Assessment will be completed which will contain a review and search of the archaeological and architectural/historical records for the general project area. Kimley-Horn will submit the following items to TDOT:

- USGS topographic map of the project area;
- Photographs of the site, along with a key map; and
- Dates of construction for buildings in the project area where this information is readily available.

Kimley-Horn will submit the Section 106 Assessment to TDOT for approval. TDOT will then submit the Section 106 Assessment to the Tennessee State Historic Preservation Office (SHPO) requesting a Section 106 review of the proposed project area.

If a Phase I Archaeological Survey or Assessment of Effects for Historic Properties Report is deemed necessary by TDOT and/or the SHPO, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Native American Consultation will be completed by the TDOT Environmental Division, Archaeology Section and incorporated into the environmental document by Kimley-Horn.

Environmental Justice

An Environmental Justice (EJ) evaluation will be undertaken in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will consider the composition of the affected area, to determine whether minority or low-income populations are present in the area affected by the proposed action, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations.

Baseline data will be collected for low income and minority populations using U.S. Census data. The data will consist of race, color, national origin, age and level of income of overall population, as well as the existence of any minority or low-income populations or communities. Potential areas of EJ populations will be displayed on GIS mapping.

The EJ analysis will be limited to desk-top research only and will be incorporated directly into the environmental document. No field work will be completed. If a disproportionately high and adverse effect on a low-income population or minority population is revealed, the analysis will show how the effects are distributed within the affected community.

If potential mitigation measures or potential community outreach efforts are identified, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Hazardous Materials

Kimley-Horn will complete a desktop review of available hazardous materials databases to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. We will review the Underground Storage Tank (UST) Data and Reports database provided by TDEC, the "EnviroMapper" database maintained by the Environmental Protection Agency (EPA), and the Public Data Viewer maintained by the TDEC Division of Water Resources.

Kimley-Horn will submit a summary of the desktop review to TDOT as part of the initial coordination efforts. Based on the data provided, the TDOT Hazardous Materials Section will recommend whether additional studies may be necessary. If additional studies such as a Phase I or Phase II Environmental Site Assessment are required, these services can be provided by Kimley-Horn in accordance with the Additional Services clause of this agreement.

Task 5 – Document Preparation and Approval

The purpose of this task is to develop the CE documentation, consistent with the requirements of the FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents, the TDOT Environmental Procedures Manual (June 2011 edition), and the TDOT's Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects (March 2018).

Kimley-Horn will incorporate the Purpose and Need, a project description and results of the environmental technical studies into the environmental document. As a part of the environmental documentation, tables and figures will be developed to illustrate and explain the project area characteristics, alternatives, location of impacts and comparison of impacts.

Following completion of the document by Kimley-Horn, the environmental document will be submitted to Town of Ashland City for review and comment. Kimley-Horn will then revise the environmental document based on the Town of Ashland City's comments. Once the Town of Ashland City approves the environmental document, the document will be submitted to the TDOT Environmental Division/FHWA for initial review and subsequent approval.

Deliverables by the Consultant:

1. Copy of all correspondence and submittals to various regulatory agencies (electronic copy in Adobe PDF format)
2. Draft Categorical Exclusion document for the Town of Ashland City's review (electronic copy in Adobe PDF format)
3. Draft Categorical Exclusion document for TDOT/FHWA* review (electronic copy in Adobe PDF format)
4. Final Categorical Exclusion document for TDOT/FHWA* review and approval (electronic copy in Adobe PDF format)

**FHWA review required only if project is determined to be a D-List CE.*

Task 7 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Final Design
- Extension of project limits
- Permitting
- Structural bridge detailed design
- Flood Study
- FEMA Letter of Map Revision (LOMR) or Certified Letter of Map Revision (CLOMR)
- Additional environmental technical studies outside of those describe above
- Additional environmental documentation beyond scope listed above
- Additional survey data

- Mark's Creek Cross section survey
- Re-survey of TDOT survey limits due to inaccuracy
- Utility Plans
- Environmental Permits
- Additional Geotechnical Investigation
- Bid phase and pre-construction services
- Multiple phased design
- Attendance at review meetings and / or public hearings
- Construction Engineering Inspection Services consisting of:
 - Pre-construction Conference
 - Progress Meetings
 - Utility Coordination
 - Change Orders
 - Shop Drawings/Submittals
 - Testing
 - Progress Payments
 - Inspection
 - Payrolls
 - Final Records
 - Others as requested by the Town

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- Existing survey files of the project area.
- Existing plans for the sidewalk connecting to or adjacent to the proposed site
- Any as-built survey information within the project limits

SCHEDULE

Kimley-Horn will perform these services based on a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 6 for the total lump sum fee below. Individual task amounts are for informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Project Coordination Services	\$7,600
Task 2 – Field Survey and Data Collection	\$36,000
Task 3 – Geotechnical Investigation	\$8,000
Task 4 – Preliminary Design	\$11,500
Task 5 – Structural Design	\$15,000
Task 6 – NEPA Documentation	\$25,500
	<hr/>
	Total \$103,600

Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary (as allowed by the TDOT Local Government Guidelines for the Management of Federal and State Funded Transportation Projects).

Kimley-Horn will perform the services described in Task 7 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 7 will not be performed without authorization from you.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

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CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **Town of Ashland City, Tennessee.**

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

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We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely,

Kimley-Horn AND ASSOCIATES, INC.



Zachary J. Dufour, P.E.
Vice President



William E. Spaulding Jr., P.E.
Project Manager

Attachment – Standard Provisions

Agreed to this _____ day of _____, 2020.

**Ashland City, Tennessee
A Town Government**

By: _____

(Date)

(Print or Type Name)

Title: _____

(Member or Manager, as authorized)

(Email Address)

_____, Witness

(Print or Type Name)

**Kimley-Horn AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and

satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the

Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes

all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Farmer's Market Management Contract

A contract between The Town of Ashland City, hereafter referred to as the client, and _____, hereafter referred to as the contractor. The contract will begin on _____ and will be for a period not to exceed 22 weeks. The contractor receive payment from the client every two weeks in the amount of two hundred fifty dollars, which is payment of one hundred twenty-five dollars per week of service. Hours are as set out in Scope of Work. The contractor will complete a W-9 to turn in to the client and the client will send the contractor a 1099 at the end of the calendar year. The contractor is not an employee of the Town of Ashland City and as such does not receive any benefits from the Town of Ashland City. The Town of Ashland City does not provide any benefits including but not limited to paid leave and health insurance. The contractor is responsible for payment of all federal, excise and payroll taxes and any other fees contributing arising from the operation of the contractor's business. The contractor assumes full responsibility for performance of services and agrees to indemnify and hold the client harmless from any liability, cost, damages, reasonable attorney's fees, and expenses including but not limited to those arising from breach of any warranty hereunder and injury to persons or damage to property. The contractor agrees to perform tasks to manage the Farmer's Market as outlined in the attached Scope of Work. The contractor agrees to abide by the policies and procedures of the facilities of the Town of Ashland City and will submit to a background check and further agrees to abide by the Code of Ethics policy. The contractor shall comply with Federal and state laws and regulations in performance of this contract. The contractor will provide reports to the Mayor and/or the Parks and Recreation Director. The client reserves the right to terminate the contract at any time without cause or reason and without notice.

This contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties relating hereto, whether written or oral. The individuals by signing below represent they have the authority to bind the named parties to this agreement. This contract is between the Client and Contractor and cannot be assigned by the Contractor to another individual without prior authority from the Client.

Client Signature/Date

Contractor Signature/Date

Scope of Work

3 hours a week beginning 2 months before market season and one week after market ends, not to exceed **22 weeks** at \$25 an hour, paid every two weeks by Direct deposit.

2-month pre-market April 5th – May 29th (8 weeks)

Marketing to vendors

Updating market application 3 hours a week

Emails/information to returning vendors x 8 weeks

Email application 24 hours

Posters around town x \$25 an hour

Sign design and layout **\$600.00**

Pre-market meeting

Information to newspapers, news channels, Tennessee magazine, Chamber, Local Table

5 hours a week during market season **June 1st – August 28th (13 weeks)** and one week after market ends, not to exceed 22 weeks at \$25 an hour, paid every two weeks by Direct deposit.

1 hour/Thursdays

Returning emails 5 hours a week

Sending weekly vendor email x 13 weeks

Posting to social media 65 hours

Prepare a report to City Council attendance vendor number, etc. x \$25 an hour

4 hours at the market on Saturday from 3:30 until 7:30 **\$1,625.00**

Vendor parking/spot set-up

Paperwork for vendors

Locking up electricity and removing sunshades 3 hours a week

1-week post market closing August 30th- September 4th (1 week) x 1 week

Post market meeting/information gathering 3 hours x \$25 an hour

Set up dates for next season **\$75.00**

Update/changes to application, rules, or process **Total cost is \$2,300.00**

RESOLUTION 2020-

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

WHEREAS, the State Department of Economic and Community Development will reimburse for projects relating to transportation alternatives; and

WHEREAS, the Town would like to submit the grant application for up to \$271,556; and,

WHEREAS, the Town agrees to match funds for this grant up to \$47,444; and,

WHEREAS, the Town of Ashland City now seeks to participate in this grant program for infrastructure needs within the city.

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

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for “*Community Development Block Grant*” reimbursement grant through Economic and Community Development.

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

We, the undersigned City Council members, meeting in Regular Session on this 12th day of January, 2021 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

City Recorder Kellie Reed, CMC, CMFO

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD

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

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

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

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

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

The property included on Tax Map 64, Parcel 011.01, located on Highway 12 South and Caldwell Road rezoned from PO-PUD (Professional Office- Planned Unit Development) district to the R-4PUD (High Density Residential- Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of May 2020.

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

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

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on December 8, 2020.

First Reading

Second Reading

Public Hearing

Public Hearing Advertisement

ATTEST:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC





Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015

Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

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

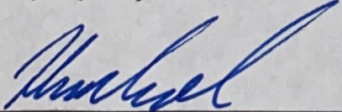
DESCRIPTION OF PROPERTY (Attach Map): Map 064 Parcel 11.01
Hwy12(600 feet road frontage) and Caldwell(400 feet road frontage) 2.47 Acre Parcel

REASON FOR RECLASSIFICATION REQUEST Property was originally R-1
rezoned to PO professional office past summer, Latest request rezone to R-4 Multi family (Townhouses)

Address: 0 Hwy 12 & 0 Caldwell

NOTE:

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



Applicant Signature

11/16/2020

Date

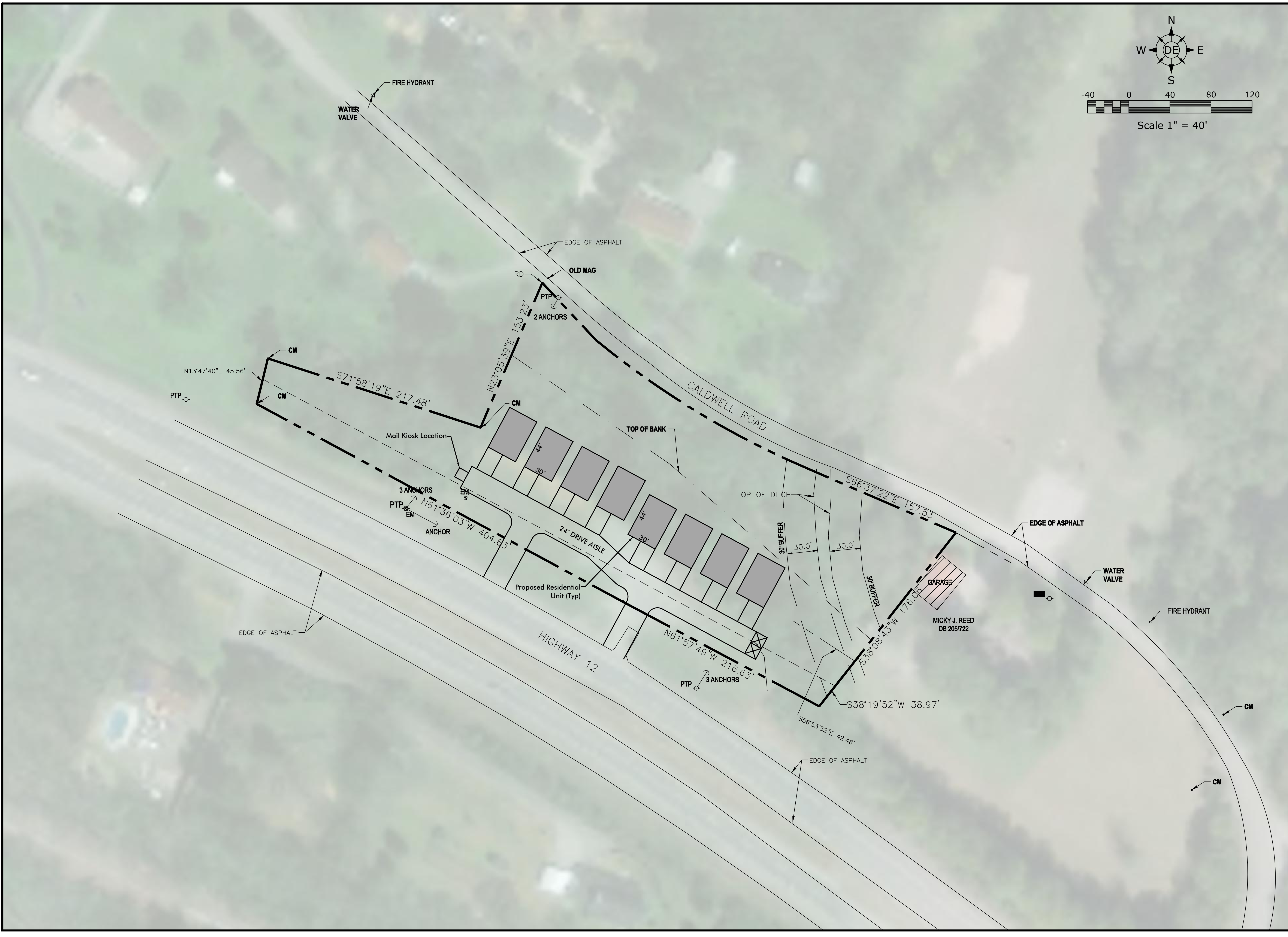
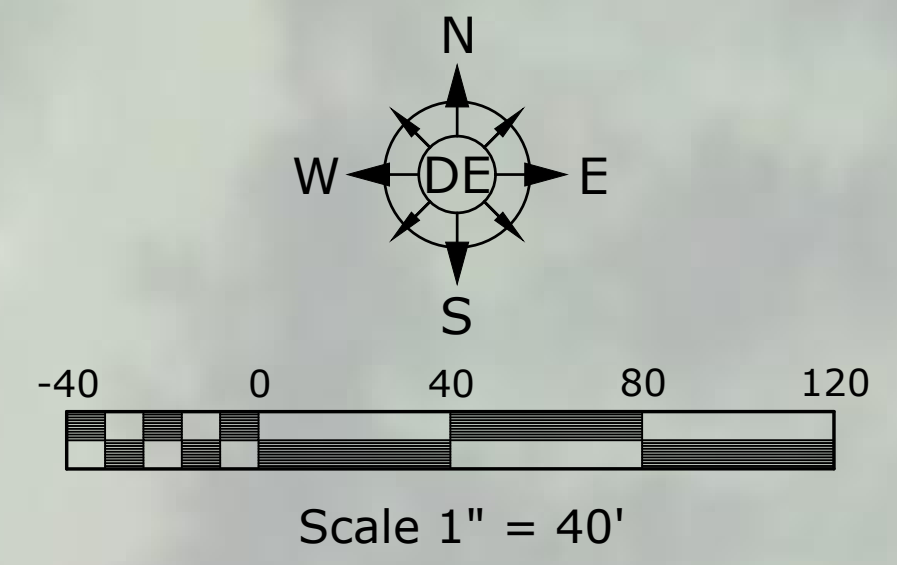
Highway 12 & Caldwell Road

Tax Map 11.01, Parcels 64
Ashland City, Cheatham County, Tennessee

Conceptual
Layout
(Residential)

1

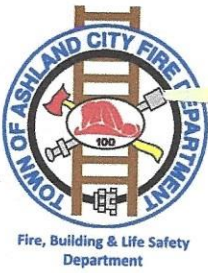
1 Of 1





Owner/Address/Map





Ashland City Fire, Building & Life Safety Department

101 Court Street
Ashland City TN 37015
Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a C-2 district.

DESCRIPTION OF PROPERTY (Attach Map): Map 049N B Parcel 00100 000

REASON FOR RECLASSIFICATION REQUEST OWNER WISHES TO BUILDS A TRIPLEX
PROPERTY CURRENTLY HAS A COMMERCIAL C2 DESIGNATION ALTHOUGH R-3 ZONING IS PRESENT ON 3 SIDES

Address: 119 VINE ST

NOTE:

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

James Knight
Applicant Signature

11/5/2020
Date

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"), on behalf of Town of Ashland City, "the company", do 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, *as permitted by law.*
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, *as permitted by law.*

Steve Allen

Printed Name

1-12-2021

Signature

Date

Town of Ashland City **Mayor**

Company Name

Title

2020 Service Fees (Pricing and Services are subject to change)

Service	1-50	51-100	101-250	251-500	501-1000	1001+
Federal E-file & Print/Mail	\$5.80	\$4.83	\$3.86	\$3.06	\$2.21	\$1.73

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

ACA Reporting 2020

Part I: Employer Info

While we may have this information on file, we are asking that you please provide this to ensure the 1094-C populates correctly.

Company Legal Name	Town of Ashland City
Company Mailing Address	101 Court Street; P.O. Box 36 36 Ashland City, TN 37015
Employer ID Number (FEIN)	62-6000239
Company Contact Person	Gayle Bowman
Contact's Phone Number	(615)792-4211

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 2020 and I will also provide termination dates for employees that are no longer active. I will return this excel spreadsheet for Benefits, Inc. to upload to the system.

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 2020, including terminations. (e.g. Payroll report, HRIS extract)