



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

July 14, 2020 6:00 PM

Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

PUBLIC FORUM

OLD BUSINESS:

- [1.](#) Comcast Franchise Agreement
- [2.](#) Resolution: Governor's Local Government Support Grant Funding
- [3.](#) Amending Title 8: Chapter 2 of the Municipal Code

NEW BUSINESS:

- [4.](#) Resolution: Updating Wage and Salary Policy and Pay Table
- [5.](#) Resolution: Updating Purchasing Policies and Procedures
- [6.](#) Ordinance: Amending Title 9, Chapter 10 Mobile Food Vending
- [7.](#) Rezone Request: Highway 12- Map 62 Parcel 041.00 and 041.01
- [8.](#) Resolution: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental
9. Land Discussion: Map 049N Parcel 00.200
- [10.](#) Dell Lease Agreement Debt Obligation Form

SURPLUS PROPERTY NOMINATIONS:

EXPENDITURE REQUESTS:

- [11.](#) Award Traffic Signalization Bid
- [12.](#) New Swings at Riverbluff Park Quotes
- [13.](#) Pitney Bowes Agreement - Public Works Postage Machine

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.

Franchise Agreement

between

Town of Ashland City, Tennessee

and

Comcast of Nashville I, LLC

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AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2020 (the “Effective Date”), and is between the Town of Ashland City, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville I, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1 GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled town council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 MISCELLANEOUS

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of the Town of Ashland City, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

Town of Ashland City

Attn: [REDACTED]

ADDRESS

Ashland City, Tennessee XXXXX

COMPANY:

Comcast of Nashville I, LLC

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Peachtree Corners, Georgia 30092

With a copy to:

Comcast Cable Communications, LLC

Attn: Vice President, Government Affairs

2605 Circle 75 Parkway

Atlanta, Georgia 30339

And:

Comcast Cable Communications, LLC

Attn: Legal Department

One Comcast Center

1701 John F. Kennedy Boulevard

Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Ashland City, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Town Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

Town of Ashland City, Tennessee

By: _____

Name:

Title: Mayor

(Seal)

Attest: _____

Date: _____

Comcast of Nashville I, LLC

By: _____

Name: Jason M. Gumbs

Title: Regional Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“**Agreement**” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“**Basic Service**” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“**Cable Act**” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“**Cable Service**” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“**Cable Service Provider**” or “**CSP**” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“**Cable System**” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville I, LLC, a limited liability company validly existing under the laws of the State of Delaware or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of Town of Ashland City, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Ashland City, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

GOVERNOR'S LOCAL GOVERNMENT SUPPORT GRANTS IDEAS	
<i>Available funds for Town of Ashland City</i>	\$133,611.00
Camera purchase for parks and city buildings	? ? ? ? ?
Additional funding for resurfacing of city streets	\$133,611.00
Backup purchase for city hall	\$100,000.00
Sewer Treatment Plant This is not an option because it grant money cannot be used for new building construction.	X X X X X
Multi Modal Grant Match Money (sidewalks) Denied grant for this year. Reapplication is in Fall 2020	\$50,000.00
ADA Projects	\$133,611.00

Grants

Grant	Acronym	Grant Numbers & Agency Notes	Project	Grant Total	City Match	Status	Assigned to: Notes
Traffic Signal Modernization Grant	TSMG		Updating Traffic Signalization and Crosswalk at North Main/Stratton Blvd	\$250,000.00	\$0.00	Waiting for awardal	Brian Stinson
TAP Grant	TAP		Crossover at Chapmansboro Road for Trail connection possible bridge or crosswalk	\$650,560.00	see below	Awarded	Brian Stinson, Scott Sampson, and Kellie Reed Waiting on contract to come in
Surface Transportation Block Grant	STBG		Engineering for TAP Grant	\$151,244.00	\$33,756.00	Contract on the agenda 5-11-2020	Brian Stinson Working with the state to see if this grant can cover engineering for the TAP grant. We do not have any other projects that will qualify and we need to sercure the money before we lose it.
Multi Modal Access Grant	MMAG		Sidewalks and improvements from the complete streets plan	\$950,000.00	\$50,000.00	Not Awarded	Brian Stinson and Kellie Reed We can try again in the Fall
Community Development Block Grant	CBDG		Sewer Lift Stations	\$630,000.00	\$130,000.00	Waiting for awardal	Kellie Reed and Clint Biggers
Economic Development Fast Track Grant			AO Smith Berm Project	\$1,200,000.00	\$0.00	AO Smith is awaiting final approval before biding process/construction can begin	Clint Biggers, Chuck Walker, and Kellie Reed
State Industrial Access Road Grant with TDOT		TDOT Local Programs Development Grant State Project# 11950-3510-04 Project Identification# 128559.00 Agreement Number 190037	Construction of Road beside Caymas Boats and J-turn project on Hwy 12	???	\$0.00	Phase I to start soon (surveying, environmental)	Clint Biggers, Chuck Walker, and Kellie Reed
Department of Justice			Bullet Proof Vest Grant for full-time officers	\$4,800.00	\$2,600.00	Reimbursement submitted. Awaiting funds	Kenny Ray
Tennessee Housing Development Authority	THDA		Provide housing rehabilitation for citizens within the city limits who qualify	\$500,000.00	\$0.00	Waiting for awardal	Kellie Reed
FEMA Safer			Recruitment and Retention Grant	\$171,200.00	\$0.00	Awarded	Tracey Knack
Community Transportation Planning Grant	CTPG		Transportation Signal Management Plan	\$125,000.00	\$12,500.00	Not Awarded	Brian Stinson

Projects

Project	Total	NOTES
Smoke Testing/TV/GPS Project	see below	added into the STP construction project
Sewer Treatment Plant	\$17,000,000.00	Working with Neal Westerman on Site and Vance Hamilton on grant possibility and financing. Working with USDA on funding and grant. Also looking into the TN Municipal Bond Fund
City Hall	\$5,000,000.00	Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA
Fire Hall	\$5,000,000.00	Working with USDA on funding and grant. TN Municipal Bond Fund's rates were more than USDA
Fire Truck	\$1,100,000.00	Working with USDA on funding and grant. USDA seems to think we will get 100K in grant money toward this project
Army National Guard Project Labor to construct extension of trail behind Boarders Inn	cost of construction equipment	waiting on approval
Red Light- Tennessee Waltz Parkway/Highway 12	\$190,105.00	Currently in the design phase. We have received one bill for the engineering and have forwarded to AO Smith for reimbursement. AO Smith has reimbursed us for the one engineering bill

ORDINANCE #

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 8 ALCOHOLIC BEVERAGES, CHAPTER 2: BEER, IN ITS ENTIRETY

WHEREAS, the Mayor and Council have previously adopted rules and regulations regarding beer sales; and

WHEREAS, state regulations have been updated and changed since having adopted this chapter; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee have given due consideration to change the Code of Ordinances of the Ashland City and wish to update Title 8 Chapter 2.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, Title 8, Chapter 2, be amended to read in its entirety as follows:

CHAPTER 2

BEER

- Section 8-201. Beer business lawful but subject to regulation.
- Section 8-202. Definitions
- Section 8-203. Beer Board established
- Section 8-204. Inspectors
- Section 9-205. Beer manufacturing, wholesale, and distribution.
- Section 8-206. Permit required for engaging in beer business
- Section 8-207. Applications for permits
- Section 8-208. Permits not transferable and limited to location
- Section 8-209. Tax
- Section 8-210. Interference with public health and safety
- Section 8-211. Issuance of permits to person convicted of certain crimes prohibited
- Section 8-212. Issuance of permits to hotels, clubs, etc.
- Section 8-213 Sale of draft beer for off premises consumption
- Section 8-214 Prohibited conduct or activities by beer permit holders, agents, servants or employees of beer permit holders.
- Section 8-215 Suspension and revocation of beer permits and civil penalties

8-201. BEER BUSINESS LAWFUL BUT SUBJECT TO REGULATION. It shall be lawful to transport, store, sell, distribute, possess, receive, or manufacture beer of alcoholic content of not more than such weight, volume, or alcoholic content as is allowed by the statutory laws of the State of Tennessee, or any other beverages of like alcoholic content within the corporate limits of the Town of Ashland City. However, these activities, shall be subject to all the regulations, limitations, and restrictions hereinafter provided, and subject to the rules and regulations established by the City Council, privilege taxes, and regulations by the State of Tennessee.

8-202. DEFINITIONS.

- (1) "Beer" shall mean beer, ale, or other malt beverages, or any other beverages having an alcoholic content of not more than eight percent (8%) by weight, except wine as defined in TCA 57-3-101; provided, however, that no more than forty-nine percent (49%) of the overall alcoholic content of such beverage may be derived from the addition of flavors and other nonbeverage ingredients containing alcohol. Beer is currently defined in TCA 57-5-101 (b). In the event the TCA is amended in the definition of beer, then this amendment shall immediately be applicable to this section.

- (2) "Person" shall mean any private individual, partnership, joint venture, corporation and any other business entity or association.
- (3) "Premises" shall mean on the property owned, leased, or controlled by the permittee and so connected with the beer business in which the permittee is engaged as to form a component or integral part of it, including, but not limited to, the building, all decks, patios, and other outdoor service areas.
- (4) "Curb service" shall mean all sales transacted outside the building, patio, or deck where the beer business is carried on. Curb service does not include sales transacted within a designated sidewalk café, patio, or deck.
- (5) "Certified clerk" shall mean a clerk who has successfully satisfied the training requirements contained in this part, and who has received certification from a responsible vendor training program.
- (6) "Commission" shall mean the Tennessee Alcoholic Beverage Commission.
- (7) "Responsible Vendor" shall mean a vendor that has received certification from the commission pursuant to TCA 57-5-601 et. seq.
- (8) "Manufacturer" shall mean a person, partnership, corporation, or other business entity that produces beer from raw and/or processed ingredients.

8-203. Beer Board established.

- (1) A Beer Board is hereby established and created to approve and regulate all beer permits including suspension and fines for the selling, storing for sale, distributing for sale, and manufacturing of beer within the city in accordance with the provisions of this chapter and shall be known as the Town of Ashland City Beer Board.
- (2) The Town of Ashland City Beer Board shall consist of a committee composed of the Town of Ashland City Mayor and City Council. The Mayor shall serve as Chairman of the Beer Board.
- (3) The attendance of at least a majority of the members of the Beer Board shall be required to constitute a quorum for the purpose of transacting business. Matters before the board shall be decided only by a majority of the total membership of the board. Any member present but not voting shall be deemed to have cast a "nay" vote.
- (4) All meetings of the Beer Board shall be open to the public. The Town of Ashland City Beer Board shall convene when called by the Mayor or when an application for a beer permit is submitted. All members shall receive at least seven (7) days notice before a meeting and the meeting shall be advertised in the newspaper of general circulation no less than seven (7) day prior to the meeting date.
- (5) The City Recorder shall make a record of the proceedings of all meetings of the Beer Board. The record shall be a public record and shall contain at least the following: the date of each meeting; the name of the board members present and absent; the names of the members introducing and seconding motions and resolutions, etc., before the board; a copy of each such motion or resolution presented; the vote of each member thereon; and the provisions of each beer permit issued by the board as well as any suspensions or fines. The City Recorder shall also maintain an up to date list of the names and addresses of all beer permit holders.

8-204. Inspectors. The Town of Ashland City and the Cheatham County Sheriff's Department, or their designee, are authorized to inspect the premises and operations of permittees. The Tennessee Alcoholic Beverage Commission is also hereby authorized to inspect said premises and operations of permittees.

8-205. Beer manufacturing, wholesale, and distribution. The manufacturing of beer for human consumption is permitted in the Town of Ashland City but is subject to the limitations and restrictions set forth by the State of Tennessee including but not limited to the regulations set forth in TCA 57-5-101 et. seq as well as these regulations.

8-206. Permit required for engaging in beer business.

- (1) No person shall engage in the storing, selling, distribution, giving away, wholesaling, or manufacturing of beer, or other beverages of like alcoholic content, within the corporate limits of the Town of Ashland City until that person receive a permit to do so from the Beer Board. There are five types of permits that may be issued by the Board:
 - (a) Off premises permit. A retailer's "off premises" permit shall be issued to any person engage in the sale of beer for consumption and not for resale where the beer sold is not to be consumed by the purchaser upon or near the premises of the seller;
 - (b) On premises permit. A retailer's "on premises: permit shall be issued to any person engaged in the sale of beer where the beer is to be consumed by the purchaser or his/her guest upon the premises of the seller. The sell of beer may be allowed in outdoor areas as long as the outdoor area is roped off or otherwise separated by some sort of barrier from the businesses parking lot. Hotel, motels, golf courses, and private clubs may apply for on premises permit. The sale of beer at hotels, motels, golf courses, and private clubs shall be in compliance with all state laws as are applicable to these individual businesses;
 - (c) Manufacturer's permit. A manufacturer's permit to a manufacturer of beer, for the manufacture, possession, storage, sale, distribution, and transportation of the product of the manufacturer which product may be consumed upon the premises of the manufacturer to the extent permitted by state law of general application or sold for off premises consumption. A manufacturer's permit may also include the on-premises consumption of other beers manufactured by different companies and at different locations to the extent as permitted by state law. A manufacturer of beer may maintain a manufacturer's tap room for the purpose of selling beer for consumption on or off premises with a manufacturer's permit. A manufacturer's permit is subject to the limitations and restrictions set forth pursuant to all state regulations and specially those set out at TCA 57-5-101 et. seq. Only one permit is required under a manufacturer's permit for the manufacturer of beer as well as on premises and off premises consumption of beer.
 - (d) Special event permit. A "special events" permit is required to be issued to any charitable, nonprofit, or political organization engaged in the sale of such beverages where they are to be consumed by the purchaser or his/her guests upon the premises and are for the limited purpose of a limited engagement or special event. The permit shall require prior notification in writing ten days prior to the event with the organization holding the event and location of where the event is to be held. Each permit will be issued for a specific date and a specific period of time. A special event permit shall not exceed more than seventy-two (72) consecutive hours. An organization is limited to four (4) special event permits per year.
 - (e) Caterer permit. A "caterer" permit to any person or legal organization conducting a food and beverage catering business who or which has been previously issued a liquor by the drink certificate from the Tennessee Alcoholic Beverage Commission. The liquor by the drink certificate must be current and not expired or revoked at the time of the application for the caterer permit.
- (2) Fee. All applications for the issuance of any type of beer permit shall be accompanied by an application fee as specified in Appendix A for use in offsetting the expenses of investigating the applicant and processing the application. No portion of the fee shall be refunded to the applicant notwithstanding whether the application is approved or denied. Applications for a single permit for both on and off premises sales shall pay one application fee.
- (3) A permit holder must return to the town the beer permit within fifteen (15) days of termination of the business, change in ownership of more then fifty (50) percent, relocation of the business or change of the business's name; provided however, that notwithstanding the failure to return a beer permit, a permit shall expire on termination of the business, change in ownership of more than fifty (50) percent, relocation for the business or change of the business name. Upon any of these occurrences, a new permit will be required to be applied for by the business.

8-207. Applications for permits. Each application for a beer permit shall be required to complete a written application in a form as provided by the Beer Board. Each application must state all of the following:

- (1) The name, age, and address of the applicant.
- (2) The location of the premises at which the business will be conducted.
- (3) The owner or owners of such premises where the business will be located.
- (4) Name and addresses of all persons with at least a five percent ownership interest in the business applying for a license. If the applicant is a partnership, a joint venture, or a corporation, the private individual who signs the application shall indicate, in words, that the signature is a valid, binding, and legal signature on behalf of the business entity. Where it deems appropriate, the Beer Board may require the applicant to furnish as a condition of approval a certified copy of a resolution approved by the managing body of the business entity authorizing the individual signing the application on behalf of the business entity to obligate the entity.
- (5) Applicants as well as any managers of the applicant's business shall provide, at their expense, a certified criminal background check from Tennessee Bureau of Investigation. Applicant must certify that they have not been convicted of a crime of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude within the last ten (10) years.
- (6) Applicants shall submit a copy of their business license.
- (7) Applications will be submitted to the building inspector for approval.
- (8) The completed application shall be submitted to the City Recorder at least fifteen days prior to the Beer Board meeting at which it is to be considered.
- (9) Any other relevant information as may be required by the Beer Board.

8-208- Permits not transferable and limited to location.

- (1) A permit shall be valid only for the owner to whom the permit is issued, and under the name identified in the application and cannot be transferred. If the owner is a corporation, an LLC, or a partnership, a change of ownership shall occur when control of at least fifty (50%) percent of the stock of the corporation is transferred to a new owner.
- (2) A permit is valid only for a single location and cannot be transferred to another location. A permit is valid for all decks, patios, and other outdoor serving area contiguous to the exterior of the building in which the business is located and that are operated by and remain under the control of the business.

8-209. Tax. There is hereby imposed on the business of selling, distributing, storing or manufacturing beer an annual privilege tax of \$100.00. Any person, firm, corporation, or any other type of business engaged in the sale, distribution, storage or manufacture of beer shall remit the tax annually on or before January 1 to the Town of Ashland City. Failure to remit the tax by January 1 may result in automatic revocation of the license. At the time a new permit is issued to any business, the permit holder shall be required to pay the privilege tax on a prorated basis for the remaining portion of the year remaining. The tax funds collected may be used for any valid public purpose.

There is further a Wholesale Beer Tax Act as established at TCA 57-6-101 et seq. that shall be paid by all applicants. The City Recorder is directed to take appropriate action to ensure payment of the tax to the Town of Ashland City.

8-210. Interference with public health and safety. No beer permit shall be issued when the business would cause congestion of traffic or would interfere with schools, churches, or other places of public gathering, or would interfere with the public health or safety. No permit shall be issued at places within one hundred (100) feet of any school, church or other place of public gathering, as measured in a straight line from the nearest public entrance of such school, church, or other such place to the nearest public entrance of the business in which the beer will be sold. No permit shall be suspended, revoked, or denied on the basis of its proximity to a school, church, or other place of public gathering if a valid permit had been issued to that business prior to January 1, 1993 as long as the permit is not discontinued for any continuous six month period.

8-211. Issuance of permits to person convicted of certain crimes prohibited. No beer permit shall be issued to any applicant if he/she has been convicted of any violation of the laws against the possession, sale, manufacture, or transportation of beer or other alcoholic beverages or any crime involving moral turpitude, or of any felony, within the past ten (10) years and that no person to be employed by the applicant in the sale or distribution of beer has been so convicted.

8-212. Issuance of permits to hotels, clubs, etc. It shall be lawful for the Beer Board to issue a permit for the sale of any beverage coming within the provision of this chapter and pursuant to Tennessee Code Annotated by hotels, motels, clubs, or lodges.

8-213. Sale of draft beer for off-premises consumption. Draft beer may be sold for off-premises consumption only by the holder of an off-premises beer permit or manufacturer's permit. Both off-premises permit holders and manufacturer's permit holders may fill or refill growlers on demand with beer for off-premises consumption provided the label as required by this section is affixed to the growler.

Each growler must be securely sealed and removed from the premises in its original sealed condition. Each growler shall bear a twist type closure, cork, stopper, or plug. At the time of the sale and /or refilling, a paper or plastic adhesive band, strip, or sleeve shall be applied to the container or bottle and extend over the top of the closure forming a seal that must be broken upon opening of the growler.

8-214. Prohibited conduct or activities by beer permit holders, agents, servants, or employees of beer permit holders. The Beer Board shall have the power and authority to revoke or suspend any permits issued by it for any violation of any provisions of state law or for any of the criteria set out below. It shall be unlawful for the following:

- (1) Operate a disorderly place by allowing boisterous or disorderly conduct or any other such activity.
- (2) Has been convicted for the possession, sale, manufacture, or transportation of intoxicating liquor or any crime involving moral turpitude or a felony.
- (3) Sales beer to a person under the age of twenty-one (21).
- (4) Has made a false statement or misrepresentation of a material fact to the board.
- (5) Brings, causes, or allows any illegal substance on the premises.
- (6) Makes or allows any sale to any intoxicated person or to any feebleminded, insane, or otherwise mentally incapacitated person.
- (7) Sell on the premises any alcoholic beverage with an alcoholic content of more than eight percent (8%) by weight without the appropriate license from the Tennessee Alcoholic Beverage Commission.
- (8) Allow the place of business to become a public nuisance or a nuisance to law enforcing agencies of the Town of Ashland City, or contribute to creating or maintaining a public nuisance.
- (9) Fails to provide and maintain sanitary toilet facilities or fails to comply with any state, county, or local health laws and regulations.
- (10) Has their license with the Tennessee Alcoholic Beverage Commission suspended or revoked.
- (11) Not paying all taxes as due to the Town of Ashland City as set out by this Ordinance and state law.
- (12) Allow beer to be sold through any drive-through, delivery window or curbside service.
- (13) Allows any intoxicated person to loiter on or about the premises in which said intoxicated person is a nuisance or becomes disorderly.
- (14) Allow the sale of draft beer for off premises consumption in any container that is not approved by this Ordinance and does not have the appropriate seal.
- (15) The permit holder shall be held strictly accountable for any actions of his employees which violate any of the above restrictions.

8-215. Suspension and revocation of beer permits and civil penalties. All permits issued by the Beer Board under the provisions of this chapter shall be subject to suspension or revocation by the board for the violation of any of the provisions of this chapter or of state law. Suspension or revocation proceedings may be initiated by the Police Chief, Mayor, City Attorney, or any member of the Beer Board. The board is vested with full and complete power to investigate charges against any permit holder

and to cite any permit holder to appear and show cause why his permit shall not be suspended or revoked or a civil penalty imposed. Complaints may be filed against any permit holder by any citizen and shall be made in writing to the board.

For all hearings before the board for violations, the board shall notify the permittee of said violations by written notice to appear giving the date, time and location. Said notice shall be served on the permittee at the address indicated by the permittee and shall be served either in person or by certified mail. The notice shall be served at least five (5) days before the date of the hearing. Adequate public notice shall also be given. The chairman of the board is authorized to compel the attendance of witnesses by subpoena issued by the Court Clerk of the Town's Municipal Court.

All action taken by the board shall be final. No new permit shall be issued for the sale of beer at the same location once it is revoked unless one year has lapsed or there has been a change of ownership. A change in ownership means outside the immediate family of the original individual owners, and further means that no original owner or his/her immediate family continues to have any interest in the business.

If the permittee shall be certified as a Responsible Vendor pursuant to TCA 57-5-608 et.seq., the permittee shall furnish a copy of such certification to the Beer Board prior to the meeting. The Beer Board shall be subject to all restrictions as set out pursuant to TCA 57-5-608 in instituting any revocation, suspension, or civil penalty.

The Beer Board may, at the time it imposes a revocation or suspension, offer a permit holder the alternative of paying a civil penalty not to exceed two thousand five hundred dollars (\$2,500) subject to all other restrictions if the permittee is a Responsible Vendor. The permit holder shall have seven (7) business days to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is paid within that time period, the revocation or suspension shall be deemed withdrawn. The Beer Board for all first-time violations shall consider giving the alternative for a civil penalty.

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

First Reading June 9, 2020

Public Hearing

Second Reading

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

APPENDIX A- Town of Ashland City Beer Code

Application fee- beer permit, manufacturing on premises, off premises catering	\$250.00 each
Beer Permit Special Event	\$150.00 each

Resolution 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY
UPDATING THE WAGE AND SALARY POLICY GOVERNING EMPLOYMENT
WITH THE TOWN OF ASHLAND CITY**

WHEREAS, the City Council for the Town of Ashland City has previously adopted Resolution 2017-31 establishing a Wage and Salary Policy designed to provide a means to select, develop and maintain an effective municipal work force; and

WHEREAS, the City Council for the Town of Ashland City wishes to amend the policy and the attached exhibit; and

WHEREAS, the Personnel System requires that the Wage and Salary Policy shall be updated and approved by City Council.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE that the Wage and Salary Policy, attached hereto, is hereby amended and approved 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 July, 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

Town of Ashland City Wage and Salary Policy

I. Purpose

The pay plan is intended to provide fair compensation for all employees in consideration of pay ranges for other employees, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the municipality and other factors. Further this plan is intended to provide guidelines for the administration of employee salaries, including starting pay rates, pay increases, promotional increases, and other salary adjustments.

II. Policy Objectives

This policy is intended to promote the following:

- A. Ensure competitive pay practices to allow the Town of Ashland City to effectively compete in the market for the talent needed to meet and exceed its performance standards.
- B. Ensure fair and unbiased treatment of employees relative to pay administration.
- C. Ensure that Town of Ashland City salary expense is consistent with taxpayers' expectations for reasonable labor costs.

III. Composition

The pay plan for the Town of Ashland City shall consist of minimum and maximum pay rates for comparable positions. The pay plan is documented in the wage & salary policy, see addendums.

IV. Maintenance of the Pay Plan

The Mayor will, from time to time, make comparative studies of all factors affecting the level of salary ranges and will recommend to the City Council such changes in the salary ranges as appear to be in order.

V. Job Descriptions

A written job description is to be developed and maintained for each position recognized by the Town of Ashland City. Job descriptions are to follow the prescribed format (see Exhibit D). Once a year job description is to be reviewed by incumbents and supervisors to ensure they are up to date. Supervisors are responsible for accurate up-to-date job documentation.

VI. Employee Classifications

- 1. **Exempt Employees** – An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criterion for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office or city property, unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, or Holiday leave) with prior approval by the Mayor.

2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.)

Overtime- When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee’s regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. Non-emergency overtime work must be authorized in advance by the Mayor or department head. Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation, with the exception of emergency pay in the event of a disaster. All compensation time must be paid/used by the end of the fiscal year. Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

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

On-Call Pay- When an employee is on call, he/she will receive compensation based on the number of days in the weekend. If the employee is on call during a two-day weekend, he/she will receive a payment of forty-eight (48) dollars additional pay on their paycheck. For three-day weekends seventy-two (72) dollars on call pay and for four-day weekends ninety-six (96) dollars on call pay. If the employee is called in to work during the on-call week, they will receive two hours on call pay calculated based on the on-call rate formula set by federal wage policy.

Call-In Pay- Employees who are called into work for emergencies, regardless of hours worked during the regularly scheduled workweek, he/she will receive call in pay based on 1 ½ times the employee’s regular pay rate.

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

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

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

VII. Pay Table

A. Number of Pay Grades

Pay is to be administered within ten classifications or pay grades.

B. Pay Ranges

Each pay grade falls within a pay range. Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

C. Adjustment of Pay Table

The pay table starting salary, midpoint and highest salary amount will increase the approved percent of the cost of living increase each July. The pay table is subject to review on an annual basis and will be adjusted if necessary to ensure that the Town's pay practices remain competitive with changes in labor market conditions. As appropriate, this review will consist of:

- Gathering comparative salary data for benchmark jobs from published sources or direct contacts with competing employers,
- Comparing market salary data obtained for each benchmark job with the corresponding pay range, and
- If necessary, adjusting the pay ranges approximate market value for jobs in each pay range, or, if appropriate, amending the pay range.

D. Assignment of Positions

Each position is to be assigned to the pay grade for which best matches the competitive market value for the job. Deviations may be made if strategic business considerations dictate that certain positions (not employees) should be valued differently than their market value.

VIII. Rates of Pay

In accordance with the Fair Labor Standards Act (FLSA), no employee, whether full-time, part-time, or probationary, shall be paid less than the federal minimum wage unless they are expressly exempt from the minimum wage requirement by FLSA regulations.

A. Salary Rates

Salary ranges, as seen in Exhibit II, are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class and to provide employee incentives.

B. Starting Rates

The minimum rate established for a class is the normal hiring rate except in those cases where unusual circumstances (such as inability to fill the position at the hiring rate or exceptional qualifications of an applicant) appear to warrant employing an individual at a higher rate in the pay range. Any department head desiring to appoint an applicant to start at a salary above the minimum must submit justification to the Mayor for approval. Such appointments shall be made only in exceptional cases as decided by the Mayor and/or governing body only after the current pay rates, qualifications, and skill levels of existing job incumbents are carefully considered.

C. Rates Above the Pay Range

Each pay range is intended to serve as a guideline for management for the highest pay rate the Town of Ashland City will normally pay an employee for a particular job; however, if any employee has reached the highest salary for their position they are still eligible for cost of living raises or other raises given to all employees.

D. Rates Below the Minimum

It is possible that employees' pay rates, probably for recent hires, will occasionally fall below the pay range upon adjustment of the pay table (see IV C above). Normally, the pay rates of such employees will be immediately adjusted to the new pay range at the time the new pay table becomes effective.

E. Hourly Rates

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Mayor and City Council shall appropriate by budget all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge, and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications.

IX. Timesheets

It is the responsibility of the employee to complete timesheets accurately reporting hours worked, paid time off taken, overtime, and on call pay. Any unpaid leave should be approved by the mayor or immediate supervisor and will be notated on the timesheet. Employee paychecks are issued by what is reported on the timesheet to the finance department. The immediate supervisor will review and sign the timesheet for accuracy. As stated in the Employee Manual, Section II. Employment Subsection O. Attendance, "Employees found cheating on their timesheets will be subject to immediate dismissal."

X. Pay Adjustments

A. Pay Increases

1. Eligibility

All non-probationary full-time and part-time employees in good standing ~~whose current pay rate is within pay range~~ are eligible for a pay increase in July each year, subject to appropriation by City Council as part of the annual budget process.

Employees who have been placed on disciplinary status or who have not received a good standing annual evaluation will not receive a pay increase. For recently hired employees still on probationary status, eligibility for pay increase is to be delayed until the end of their probationary period.

Note: Jobs requiring employees earn certification per state regulations- An employee who has **not** earned certification in a job that **requires** it. The employee will be ineligible for any pay increase until after the time frame in which certification is earned as stated in the job description. In such cases an employee's pay rate would be adjusted to the appropriate pay rate once the employee receives certification.

2. Pay Increase Amount

The base pay rate of employees eligible to receive a pay increase will be increase as determined and at the discretion of the department head and mayor based on evaluation and merit. All pay increases will then be presented to the council for approval and justification during the annual budget appropriation process.

3. Pay Increases-Employees on Leave of Absence

Scheduled pay increases will be postponed for employees on approved non-job related medical or personal leave of absence until they return to work. Pay increases will be postponed beyond the date of return to work in cases where such absence exceeds four months (will normally be postponed one additional month for every

month of leave beyond four). Pay increases will not be delayed for worker's compensation related medical leave of absence.

4. Pay Increases-Employees on Light Duty

Employees in light duty positions are eligible for a pay increase.

B. Pay Table Adjustment Increases

As indicated in IV C above, the pay table may be adjusted periodically to keep pace with the labor market. This adjustment will be effective July 1 (the beginning of the fiscal year) after receiving City Council approval voted on by resolution.

C. Longevity Payments

1. Eligibility

Full-time employees after three years of service will begin receiving a longevity payment of \$100 per year of service, subject to appropriation by City Council as part of the annual budget process.

Part-time employees after three years of service will begin receiving a longevity payment of \$50 per year of service, subject to appropriation by City Council as part of the annual budget process. **Longevity payments are not included in an employee's base salary.**

2. Payment Date

The longevity payment is to be paid in the month of November.

3. Withholdings

Longevity payments will be subject to standard tax withholding excluding retirement.

D. Promotional Increases

1. Definition of Promotion

Placement of an individual in a job which is in a pay grade that is higher than the individual's current pay grade will be considered a promotion. (Temporary job reassignments of less than six months will not normally be considered a promotion.)

2. Increase Amount

Upon promotion the individual's salary is to be adjusted to reflect the increased demands and responsibility of the new position. Normally, the employee's pay rate will be increased to represent at least a 5% increase over his/her current pay rate as determined appropriate by the mayor and department head.

E. Temporary Reassignment

Adjustments to pay rates of employees assigned temporarily (for less than six months) to perform work of higher-level jobs will be made at the discretion of management.

F. Lateral Job Reassignments

Reassignment from one job to another in the same pay grade will be considered a lateral move. No immediate adjustment to pay will be made.

G. Demotions or Reassignment to a Lower Pay Grade

Demotions occur when an employee is returned or transferred to a position in a lower pay grade. Additionally, employees may voluntarily ask to move to a job in a lower pay grade, perhaps through the job posting/bidding process. If an employee was promoted and subsequently returns to the original (lower) job, his/her pay rate would be adjusted to the rate it would equal if the promotion had not occurred. Whether or not a reduction in pay should occur in other situations depends on consideration of the following:

1. Was the demotion related to employee's performance or to a reduction in force or organizational change?

2. How will the employee's pay rate compare with pay rates of other incumbents in a lower graded job or similar jobs?
 3. How long has the employee been in the higher-level job?
 4. What has been the Town of Ashland City's past practice in similar situations?
- It is often sound practice to reduce the employee's pay rate to be consistent with rates of pay of other incumbents in the new job who possess similar skills and tenure.

H. Re-Classification of Position

A review of market salary data for the purpose of adjusting the pay table or at any other time may suggest that a job should be re-classified to a higher or lower pay grade. Normally, consistent data obtained for two periods over a span of eighteen to twenty-four months are required to confirm such a trend and justify re-classification. This may occur as the job responsibilities evolve over time. Section "G" above would apply to re-classification of a job to a lower pay grade. For an employee whose position was re-classified to a higher pay grade, the employee's pay would be adjusted in the pay range closest to but no less than his/her current pay rate. Significant changes in job responsibilities within a short time period will normally be treated as a promotion.

XI. Paychecks

All employees of the Town of Ashland City shall be issued pay on a biweekly basis. If you have questions about your work time, salary or paycheck, call it to the attention of the City Clerk/Recorder within the pay period in question or immediately thereafter. Checks are picked up from each department by department head each pay day. If you are absent on payday and wish to have someone else obtain your check for you, you may give a verbal confirmation authorizing the city to give your check to the bearer.

1. **Final Paycheck** – The final paycheck for a resigning employee will be made available on his/her regular payday.
2. **Lost Paychecks** – Employees are responsible for their paychecks after they have been issued. Checks lost or otherwise missing should be reported immediately to the City Recorder so that a stop payment order may be initiated. The Recorder will determine if and when a new check should be issued to replace a lost or missing check. Cost of stop payment of check will be paid by the employee.
3. **Unclaimed paychecks** – Paychecks not claimed by employees within ten (10) days of the date issued must be returned by the supervisor to the City Recorder.

XII. Payroll Deductions

The following deductions will be made when authorized by an employee:

1. **Federal Income Tax:** Federal taxes are withheld from employees' paychecks based on the number of dependents claimed by each individual. Employees are required to keep on file with the municipal government a copy of the W-4 form. In the event of changes in the employee exemption status, a revised W-4 must be filed before payroll deduction adjustments will be made.
2. **Social Security/Medicare:** Social Security payments and deductions will be made according to the Social Security Act. The City Recorder shall keep such records and make such reports as may be required by applicable state and federal laws or regulations.
3. **Other:** Other City authorized deductions will be made from an employee's pay only with the employee's signed consent or as required by law.
 - a. Medical insurance
 - b. Life insurance
 - c. Vision insurance
 - d. Supplemental insurance

- e. Additional life insurance
- f. Deferred compensation payments
- g. Dental insurance
- h. Child support garnishments
- i. Any other garnishments or deductions agreed to or required by law
- j. TCRS Retirement will be taken out of an employee paycheck after 30 day's employment at a rate of 5% of gross total per paycheck.
- k. Any court order for garnishments or child support will be taken as ordered by the court.
- l. Other city-authorized deductions may be made from an employee's pay only with the employee's signed consent.

If all leave has been exhausted, an employee must make arrangements to cover any premiums or deductions not covered by the city's umbrella plan. Additional coverages being paid by the city is done as a courtesy and benefit for the employee but is not the responsibility of the city. These are the responsibility of the employee. Arrangements must be made with the City Recorder before the leave is exhausted. The city will not continue to pay additional premiums or deductions, if the employee has made no arrangement. Any arrangement for repayment will not exceed 6 months without approval from the Mayor.

EXHIBIT 1
The Town of Ashland City Job Description Format

JOB DESCRIPTION

Town of Ashland City
(Department)
(Location)

CLASSIFICATION TITLE:	(Job Title)
DEPARTMENT:	(Department)
REVISION DATE:	(Last date of Council Approval)
REPORTS TO:	(Department Head's Title)
EMPLOYMENT STATUS:	(Full-time or Part-time)
FLSA STATUS:	(Exempt or Non-exempt)
PAY RANGE:	(Pay Grade)

JOB SUMMARY

(A brief one or two sentence description of the purpose of the job)

ESSENTIAL DUTIES AND RESPONSIBILITIES

(Brief statements, in descending order of importance based on frequency and impact, of the essential job functions. Essential function are those:)

- (For which the position exists to perform ex: data entry operator job exists to operate computer keyboard to input data)
- (For which there are a limited number of other employees available to perform the function)
- (Highly specialized in nature requiring incumbents to be hired specifically because of the skill or ability to perform them)

QUALIFICATIONS

(Brief description of the following job requirements)

- (Education)
- (Experience)
- (Certificates, Licenses, Registrations which include time allowed to become certified)
- (Special Requirements)

REQUIRED KNOWLEDGE AND ABILITIES

(Brief description of required knowledge, skills, and abilities)

EQUIPMENT OPERATED

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

WORKING CONDITIONS

- (Working conditions are in an office environment)
- (Working environment is office setting with some lifting of office supplies weighing up to 20lbs)
- (Located in a busy office, faced with constant interruptions)

USUAL PHYSICAL DEMANDS

(Brief description of requirements for lifting, walking, sitting, seeing, hearing, reaching, feeling, and talking)

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, management 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

Manager's Signature

____/____/____
Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

Employee's Signature

____/____/____
Date



EXHIBIT II

Town of Ashland City

Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$66,090.00	\$77,753.00	\$100,107.00
9	City Recorder	Fire and Codes Director	\$59,141.00	\$69,577.00	\$85,998.00
	Police Chief				
8	Deputy Fire Chief	Court Clerk	\$52,923.00	\$62,262.00	\$80,163.00
	Assistant Police Chief	Parks Director			
	Financial Director				
7	Fire Marshal	Wastewater Plant Chief Operator	\$47,358.00	\$55,715.00	\$71,734.00
	Water Plant Chief Operator	Fire Department Captain			
	Police Detective	Building Inspector			
6	Building Codes Officer	Senior Center Director	\$42,378.00	\$49,857.00	\$61,623.00
	Utility Maintenance Supervisor	Waste Water Plant Operator III			
	Water Plant Operator III	Police Sergeant			
	Firefighter II/Paramedic				
5	Street Maintenance Supervisor	Police Corporal	\$37,923.00	\$44,615.00	\$55,145.00
	Mechanic II	Firefighter II			
	Water Plant Operator II	Part-time Firefighter			
	Lead Accounting Clerk	Waste Water Plant Operator II			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$33,935.00	\$39,924.00	\$49,347.00
	Cross Connection Coordinator	PW/PU Administrative Assistant			
	Senior Equipment Operator	Parks Maintenance Supervisor			
	Mechanic I	Building Maintenance Assistant			
	Water Distribution/Waste Water Collection Specialist	Court Officer			
		Police Officer			
	Athletic Supervisor	Firefighter I			
	Lead Deputy Court Clerk	Accounting Clerk II			
Assistant Senior Center Director					
3	Water/Wastewater Distribution/Collections Assistant	Accounting Clerk I	\$30,367.00	\$35,726.00	\$44,158.00
		Police Clerk			
	Water Plant Operator I (no license)	Streets Maintenance Assistant			
	Judicial Commissioner	Deputy Court Clerk I			
Waste Water Plant Operator I (no license)	Mayor's Administrative Assistant				
2	Senior Center Activities Coordinator		\$27,174.00	\$31,969.00	\$39,514.00
1	Janitor		\$21,760.00	\$25,600.00	\$31,642.00



EXHIBIT II

Town of Ashland City Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$67,412.00	\$79,309.00	\$102,110.00
9	City Recorder	Fire and Codes Director	\$60,324.00	\$70,969.00	\$87,718.00
	Police Chief				
8	Deputy Fire Chief	Court Clerk	\$53,982.00	\$63,508.00	\$81,767.00
	Assistant Police Chief	Parks Director			
	Financial Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$48,306.00	\$56,830.00	\$73,169.00
	Water Plant Chief Operator	Fire Department Captain			
	Police Detective	Building Inspector			
6	Building Codes Officer	Senior Center Director	\$43,226.00	\$50,855.00	\$62,856.00
	Utility/Street Maintenance Supervisor	Waste Water Plant Operator III			
	Water/Wastewater Plant Operator III	Police Sergeant			
	Firefighter II/Acting Fire Inspector				
5	Street Maintenance Supervisor	Police Corporal	\$38,682.00	\$45,508.00	\$56,248.00
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Part-time Firefighter			
	Accounting Clerk II				
	Lead Accounting Clerk	Waste Water Plant Operator II			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$34,614.00	\$40,723.00	\$50,334.00
	Cross Connection Coordinator	PW/PU Administrative Assistant			
	Senior Equipment Operator	Parks Maintenance Supervisor			
	Mechanic I	Building Maintenance Assistant			
	Water Distribution/Waste Water Collection Specialist	Court Officer			
		Police Officer			
	Athletic Supervisor	Firefighter I			
	Lead Deputy Court Clerk	Accounting Clerk II			
Assistant Senior Center Director	Accounting Clerk I				
3	Water/Wastewater Distribution/Collections Assistant	Accounting Clerk I	\$30,975.00	\$36,441.00	\$45,042.00
		Police Clerk			
	Water/Wastewater Plant Operator I (no license)	Streets Maintenance Assistant			
	Judicial Commissioner	Deputy Court Clerk I			
	Waste Water Plant Operator I (no license)	Mayor's Administrative Assistant			
2	Senior Center Activities Coordinator	Court Officer	\$27,718.00	\$32,609.00	\$40,305.00
		Judicial Commissioner			
	Director		\$22,196.00	\$26,112.00	



EXHIBIT II

Town of Ashland City Pay Table

Pay Grade	Job Title		Pay Range		
			Starting Salary	Midpoint	Highest Salary
10	Public Utilities/Public Works Director		\$67,412.00	\$79,309.00	\$102,110.00
9	City Recorder	Fire and Codes Director	\$60,324.00	\$70,969.00	\$87,718.00
	Police Chief				
8	Deputy Fire Chief	Court Clerk	\$53,982.00	\$63,508.00	\$81,767.00
	Assistant Police Chief	Parks Director			
	Financial Director				
7	Fire Marshal	Water/Wastewater Plant Chief Operator	\$48,306.00	\$56,830.00	\$73,169.00
	Police Detective	Fire Department Captain			
	Building Inspector				
6	Building Codes Officer	Senior Center Director	\$43,226.00	\$50,855.00	\$62,856.00
	Utility/Street Maintenance Supervisor	Police Sergeant			
	Water/Wastewater Plant Operator III	Firefighter II/Acting Fire Inspector			
5	Accounting Clerk II	Police Corporal	\$38,682.00	\$45,508.00	\$56,248.00
	Mechanic II	Firefighter II			
	Water/Wastewater Plant Operator II	Part-time Firefighter			
4	Administrative Assistant (Fire)	Administrative Assistant (Police)	\$34,614.00	\$40,723.00	\$50,334.00
	Cross Connection Coordinator	PW/PU Administrative Assistant			
	Senior Equipment Operator	Parks Maintenance Supervisor			
	Mechanic I	Assistant Senior Center Director			
	Water Distribution/Waste Water Collection Specialist	Accounting Clerk I			
		Police Officer			
Athletic Supervisor	Firefighter I				
3	Water/Wastewater Distribution/Collections Assistant	Deputy Court Clerk I	\$30,975.00	\$36,441.00	\$45,042.00
		Police Clerk			
	Water/Wastewater Plant Operator I (no license)	Streets Maintenance Assistant			
	Mayor's Administrative Assistant				
2	Senior Center Activities Coordinator	Court Officer	\$27,718.00	\$32,609.00	\$40,305.00
	Judicial Commissioner				
1	Janitor		\$22,196.00	\$26,112.00	\$32,275.00

* Pay rate for pay grade's 1 & 2 are based on full-time employment.

RESOLUTION# 2020-

**A RESOLUTION BY THE MAYOR AND COUNCIL OF THE
TOWN OF ASHLAND CITY UPDATING SECTION 3 OF THE
PURCHASING POLICES AND PROCEDURES**

WHEREAS, Section 31 of the City Charter of the Town of Ashland City, states the Mayor and City Council shall set purchasing procedures which shall be in compliance with state law.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the following be declared the official purchasing procedures for the Town of Ashland City.

Section 1: Definitions

Accept. To receive with approval or satisfaction.

Acknowledgment. Written confirmation from the vendor to the purchaser of an order implying obligation or incurring responsibility.

Agreement. A coming together in opinion or determination; understanding and agreement between two or more parties.

All or none. In procurement, the Town reserves the right to award each item individually or to award all items on an “all or none” basis.

Annual. Recurring, done, or performed every year.

Appropriations. Public funds set aside for a specific purpose or purposes.

Approved. To be satisfied with; admit the propriety or excellence of; to be pleased with; to confirm or ratify.

Approved equal. Alike; uniform; on the same plane or level with respect to efficiency, worth, value, amount or rights.

Authorized town employee. A Town employee who has been granted the authority to commit city funds to a vendor.

Award. The presentation of a contract to a vendor; to grant; to enter into with all required legal formalities.

Awarded bidder. Any individual, company, firm, corporation, partnership or other organization to whom a purchase or bid is accepted by the Town.

Back order. The portion of a customer's order undelivered due to temporary unavailability of a particular product or material.

Bid. A party's response to an Invitation for Bids (including items of disposal) or, Request for Proposal; the information concerning the price or cost of materials or services offered by a vendor.

Bidder. Any individual, company, firm, corporation, partnership or other organization or entity bidding on solicitations issued by the Town and offering to enter into contracts with the Town.

Bid Bond. An insurance agreement in which a third party agrees to be liable to pay a certain amount of money should a specific vendor's bid be accepted and the vendor fails to sign the contract as bid.

Bid file. A folder containing all of the documentation concerning a particular bid. This documentation includes the names of all vendors to whom the invitation to bid was mailed (electronically or traditionally) or picked up by the vendor, the responses of the vendors, the bid tabulation forms and any other information as may be necessary.

Bid opening. The opening and reading of the bids, conducted at the time and place specified in the invitation for bids and in the presence of anyone who wishes to attend.

Bid solicitation. Invitations for bids.

Blanket bid order. A type of bid used by buyers to purchase repetitive products from the same vendor. The Town establishes its need for a product for a specified period of time. The Town may order small quantities of these items from the vendor, at the bid price, over the term of the contract.

Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or other legal entity, including governmental, through which business is conducted.

Cancel. To revoke a contract or bid.

Capital items. Equipment which has an expected life greater than three years and a value in accordance with the Town's capitalization threshold policy.

Cash discount. A discount from the purchase price allowed to the purchaser if payment is made within a specified period of time or some other stipulation set by the vendor.

Caveat emptor. Let the buyer beware; used in proposals or contracts to caution a buyer to avoid misrepresentation.

Certify. To testify in writing; to make known or establish as a fact.

City Council. Town of Ashland City Mayor and City Council Members.

Competitive Bidding. Bidding on the same undertaking or material items by more than one vendor.

Conspicuously. To be prominent or obvious; located, positioned, or designed to be noticed.

Construction. The building, alteration, demolition, or repair of public buildings, structures, highways and other improvements or additions to real property.

Contract. An agreement, grant, or order for the procurement, use, or disposal of supplies, services, construction, insurance, real property or any other item.

Delivery schedule. The required or agreed upon rate of delivery of goods or services.

Discount for prompt payment. A predetermined discount offered by a vendor for prompt payment.

Evaluation of bid. The process of examining a bid to determine a bidder's responsibility, responsiveness to requirements, qualifications, or other characteristics of the bid that determine the eventual selection of a winning bid.

Fiscal year. An accounting period of 12 months, July 1 through June 30.

Goods. All materials, equipment, supplies, and printing.

Interest or Relationship (which creates a Conflict of Interest). Financial or personal closeness to an individual or other entity where preferential treatment might take place which is not available to all others.

Invitation for bid. All documents utilized for soliciting bids.

Invoice. A written account of merchandise and process, delivered to the purchaser; a bill.

Local bidder. A bidder who has and maintains a business office located within the corporate limits of the Town of Ashland City, Tennessee.

Order. The authorization to a vendor by an authorized Town employee to provide a commodity or service.

Performance bond. A bond, including Letter of Credit, provided to a purchaser by a vendor or contractor guaranteeing the performance of certain services or delivery of goods. The bond can be for a certain period of time, but more generally it's time limit terminates at the delivery or withdrawal by the purchaser of the order. The purpose of

the bond is to protect the purchaser from a financial or other loss which might result if the vendor did not deliver as promised.

Pre-bid conference. A meeting held with potential vendors a few days after an invitation for bids has been issued to promote uniform interpretation of work statements and specifications by all prospective contractors.

Procurement or purchasing. Buying, renting, leasing, or otherwise obtaining supplies, services, construction, insurance or any other item. It also includes functions that pertain to the acquisition of such supplies, services, construction, insurance and other items, including descriptions of requirements, selection and solicitation of sources, preparation and award of contracts, contract administration, and all phases of warehousing and disposal.

Public. Open to all.

Public purchasing unit. Means the State of Tennessee, any county, town, governmental entity and other subdivision of the State of Tennessee, or any public agency, or any other public authority.

PO - Purchase Order. A legal document used by the Town's purchasing agent for acquisition of items and services from a vendor. The requisition is converted to a PO by the purchasing agent or their designee after approval. A PO, when issued to a vendor, should contain statements about the quantity, description, and price of goods or services ordered, agreed terms of payment, discounts, date of performance, transportation terms, and all other agreements pertinent to the purchase and its execution by the vendor.

Purchasing Authority. The upper dollar limit of a purchase set by the City Council which can be made.

Reject. Refuse to accept, recognize, or make use of; repudiate, to refuse to consider or grant.

Requisition. A form containing a description of the item requested, potential sources, estimated price, and the department number and budget item code. The request will be used by the Purchasing Agent or Authorized Town Employee to order the requested item(s).

Responsive bidder. One who has submitted a bid which conforms in all materials respects to the invitation for bids.

Sealed. Secured in any manner so as to be closed against the inspection of contents.

Sole source procurement. An award for a commodity which can only be purchased from one supplier, usually because of its technological, specialized or unique character. There may be other extinguishing circumstances which trigger a *sole source procurement*. The

determination of extinguishing circumstance shall be determined by the Mayor and City Council.

Specifications. Any description of the physical, functional or timing characteristics of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Standardization. The making, causing, or adapting of items to conform to recognized qualifications.

Telephone bids. Contacting at least three vendors to obtain verbal quotes for items of a value of \$2,500.00 or less. A record of competitive bids shall be made and retained.

Town. The Town of Ashland City, Tennessee.

Using Department. The Town Department seeking to purchase goods or services which will be the ultimate user of the purchased goods or services.

Vendor. The person who transfers property, goods, or services by sale.

Section 2. 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. Purchases up to \$500 when appropriated by budget are exempted from the PO requirement.

Section 3. General Information.

- a) Federal Excise Tax. 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.
- b) 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 on the basis of requirements for a six-month period.
- c) 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 or an authorized town employee.
- d) Correspondence with Suppliers. Copies of any correspondence with suppliers concerning prices, adjustments, and defective merchandise shall be forwarded to

the purchasing agent. All invoices, bills of lading, delivery tickets, and other papers relation to purchases shall be sent to the purchasing agent

- e) Claims. The purchasing agent, department head, or authorized town employee shall prosecute all claims for shortages, breakages, or other complaints against either shipper or carrier in connection with shipments.
- f) 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.
- g) Refunds. The purchasing agent shall issue applicable refunds of \$5.00 or greater. Any refunds less than \$5.00 will not be issued, but instead will be placed in a separate fund in which City Council will decide how this fund will be allocated.

Section 4. General Procedures Prior to Bidding. The following procedures shall be followed by all Town employees when purchasing goods or services on behalf of the Town, prior to initiating the purchase:

- a) *Items Expected to Cost More than \$15,000*
 - (1) The department head of the using department shall deliver to the purchasing agent a written requisition for the items to be purchased. Such request shall include a brief 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.
 - (2) The purchasing agent shall review the requisition for completeness as required by this resolution. The request shall then be forwarded to the City Council for review and approval. The requisition will be presented by the mayor, department head, or purchasing agent at the next regularly scheduled or special called meeting of City Council. The City Council shall have the authority to approve, or may disapprove the requisition to comply with the annual budget, or for any reason it deems 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 purchase request.
 - (3) All requisitions approved by the City Council shall be signed by the mayor and returned to the purchasing agent who shall proceed with procurement in compliance with this resolution.
 - (4) The purchasing agent shall follow procedures set forth in the sealed bid requirements in section 9 of this chapter, unless otherwise waived as outlined in section 21 of this chapter.

- (5) Bids shall be forwarded to the City Council for review. The bids will be presented by the mayor, department head, or purchasing agent at the next regularly scheduled or special called meeting of City Council. The City Council shall have the authority to approve, adjust or eliminate various specifications for goods and services, or may disapprove the bid to comply with the annual budget, or for any reason it deems 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 purchase request.
- b) *Items Expected to Cost \$2,000 to \$15,000*
- (1) The department head or his/her designee of the using department shall deliver to the purchasing agent a requisition, written or electronically, for the items to be purchased. Such request shall include a brief description of the items, specifications, an estimated cost, a suggested source and the budget department and expense item numbers to which the items are to be charged.
 - (2) The purchasing agent shall review the requisition for completeness. The request shall then be forwarded to the mayor or his/her designee for final review and approval. Items not appropriated in the annual budget or for which there are not funds shall not be approved. The mayor or purchasing agent shall have the authority to adjust or eliminate various specifications for goods or services to comply with town policy, the annual budget, or to avoid depletion of the town treasury.
 - (3) All approved requisitions shall be approved by the mayor or his/her designee and returned to the purchasing agent who shall either proceed with procurement or allow the requesting department head or authorized town employee to procure the items in compliance with this resolution.
 - (4) The purchasing agent, authorized town employee, or department head shall obtain a minimum of three written competitive quotes which shall be made a part of the purchasing agent's purchasing file.

Section 5. Rejection of Bids. The purchasing agent, mayor, or City Council shall have the authority to reject any and all bids or parts of bids, when the public interest will be served thereby or where the supplier has been specifically excluded from bidding work by a unanimous vote of the Town's City Council. 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 the Town by said

vendor or contractor.

Section 6. Conflict of Interest. All employees who participate in any phase of the purchasing function are to be free of interests or relationships which are actually or potentially hostile or detrimental to the best interests of the Town and shall not engage or participate in any commercial transaction involving the Town, in which they have a financial or other significant interest.

Section 7. Purchasing from Individuals. Purchasing from individuals is permitted so long as other bids indicate that the purchase is comparable in price, function and value.

Section 8. Purchasing from an Employee. It shall be the policy of the Town not to purchase any goods or services from any employee or close relative of any Town employee or Town City Council member without the prior approval of the City Council.

Section 9. Sealed Bid Requirements – \$15,000.00 or Greater.

- a) On all purchases and contracts estimated to be in excess of fifteen thousand dollars (\$15,000), except as otherwise provided in this ordinance, sealed bids shall be submitted to Town of Ashland City: City Hall, Attention: purchasing agent prior to a specified bid due date. The bids from responsive bidders shall be publicly opened by the purchasing agent and read aloud. The purchasing agent will prepare a summary of the bids and provide the bids and summary for presentation to 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.
- b) 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.
- c) Notice inviting bids shall be published at least once in a newspaper of general circulation in Cheatham County, and at least ten days 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.
- d) In addition to publication in a newspaper, the purchasing agent 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 and the Town's website, in professional journals, and electronic media.

Section 10. Competitive Bidding – \$2,001 to \$15,000

- a) All purchases of supplies, equipment, services, and contracts estimated to

be in excess of two thousand and one dollar (\$2,001) but less than fifteen thousand dollars (\$15,000), shall be by unadvertised, verbal request for quote or written competitive bidding and may be awarded to the lowest responsive bidder.

- b) A written record of quotes shall be established and available for public inspection showing that competitive bids were obtained by one of the following methods:
 - i. Direct mail advertisement;
 - ii. Face to face;
 - iii. Telephone bids;
 - iv. Public Notice; or
 - v. Internet bids/quotes.These quotes shall be kept on file with the purchase order in the office of the purchasing agent.
- c) The purchasing agent 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. The purchasing agent shall also verify budget account balances prior to issuing approval to purchase.
- d) In the purchasing agent's absence, the mayor shall designate a suitable substitute to perform the purchasing agent's duties.

Section 11. Purchases and Contracts Costing Less Than \$2,000. The department head, after appropriation through the budget, is expected to obtain the best prices and services available for purchases and contracts estimated to be less than \$2,000, but is exempted from the formal bid requirements specified in Sections 8 and 9 of this chapter.

Section 12. Liability and Worker's Compensation Insurance. On all contracts where the contractor's employees and or the public may be subjected to any type of hazard while performing any phase of the said contract the contractor shall have sufficient insurance to hold the Town harmless in the case of any happenstance. The purchasing agent shall obtain a copy of the contractor's coverage before the contractor commences work. A copy of the policy coverage's shall be kept on file in the purchasing agent's filing system.

Section 13. Bid Deposit. When necessary, bid deposits may be prescribed and noted in the public notices inviting bids. The deposit shall be in such amount as the purchasing agent shall determine and unsuccessful bidders shall be entitled to a return of such deposits within ten (10) calendar days of the bid opening. A successful bidder shall forfeit any required deposit upon failure on his/her part to enter a contract within ten (10) days after the award.

Section 14. Performance Bond. The purchasing agent may require a performance bond before entering into a contract, in such amount as he/she shall find reasonably necessary to protect the best interests of the Town, sub-contractors and other furnishers of labor and materials for an amount not less than that prescribed by the Tennessee Code Annotated.

Section 15. Record of Bids. The purchasing agent shall keep a record of all open orders and bids submitted in competition thereon for all PO's as required by this ordinance, 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. As a minimum, the bid file shall contain the following information on qualifying orders:

- a) Request to start bid procedures – the requisition if applicable.
- b) A copy of the bid advertisement if applicable.
- c) A copy of the bid item specification if applicable.
- d) A list of bidders including Title VI bidders and their responses.
- e) A copy of the PO.
- f) A copy of the invoice.
- g) A copy of the signed and dated receiver.

Section 16. Considerations in Determining Bid Awards. The following criteria shall be considered in determining bid awards:

- a) The ability of the bidder to perform the contract or provide the material or service required.
- b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- e) 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.
- f) Compliance with all specifications in the solicitation for bids.
- g) The ability to obtain and maintain any requisite bid bonds or performance bonds.
- h) Total cost of the bid, including life expectancy of the commodity, maintenance costs, and performance.

Section 17. Award Splitting. If total savings generated by splitting the award of a contract is less than \$1,000 bids awards shall not be split among bidders.

Section 18. Statement When Award Not Given to Low Bidder. When the award for purchases or contracts is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the purchasing agent, department head, or City Council and filed with all other papers and documents related to the bidding.

Section 19. Award in Case of Tie Bids. When two or more vendors have submitted the low bid, the following criteria shall be used to award the contract:

- a) If all bids received are for the same amount, quality of service being equal, the purchase contract shall be awarded to the local bidder.
- b) If two or more local bidders have submitted the low bid, quality of service being equal, the purchase contract shall be awarded by a coin toss or drawing lots.
- c) If no local bids are received and two or more out-of-town bidders have submitted the low bid, quality of service being equal, the purchase contract shall be awarded by a coin toss or drawing lots.
- d) When the award is to be decided by coin toss or drawing lots, representatives of the bidders shall be invited to observe. In no event shall such coin toss or drawing lots be performed with less than three witnesses.

Section 20. Back Orders. All orders must be completed, whether through complete fulfillment of the order or through closing the order with items not received. The non-delivered items shall be cancelled from the order and payment will be issued to the equal amount of the amended purchase.

Section 21. Emergency Purchases. Emergency purchases are to be made only when normal functions and operations of the Town would be hampered by following the standard purchasing procedure or where property, equipment, or life are endangered through unexpected circumstances and materials, services, etc., are needed immediately. When, in the judgment of the mayor, or vice mayor in the absence of the mayor, an emergency exists purchases and leases of supplies, materials, equipment or services may be made immediately without competitive bidding and public advertisement. Once an emergency purchase is made, the person who made the emergency request must prepare a record specifying the amount paid, the items purchased, the vendor and the nature of the emergency. For amounts over \$2,000 this log must be provided as soon as possible to the City Council and filed in the filing system of the purchasing agent. Emergency purchases are costly and should be kept to a minimum. Avoiding emergency purchases will save the Town money.

Section 22. Cancellation of Invitation for Bid or Request for Proposal. An invitation to bid, a request for proposal, or other solicitations may be canceled, or any or all bids or

proposals may be rejected in part as may be specified in the solicitation when it is in the best interest of the city. The reasons shall be made a part of the bid or proposal file.

Section 23. Purchase Orders Requirements. A PO, as defined in this resolution, shall be completed by the purchasing agent per the following criteria:

- a) If the purchase is competitively bid and in excess of \$2,000.
- b) If the purchase is appropriated through the annual budget and in excess of \$500.
- c) If the item is a capital good.

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. The budget line item numbers shall be posted on the PO.

Section 24. Procedures Upon Taking Delivery of Purchased Items. Before accepting delivery of purchased equipment, supplies, materials and other tangible goods, the department head or his/her designee of the using department shall:

- a) Inspect the goods to verify that they are in acceptable condition.
- b) If applicable, verify that all operating manuals, warranty cards and MSDS sheets are included in the delivery of the goods.
- c) Verify that the number of items purchased has been delivered; making special note on the receiver when part or all of a particular purchase has been back ordered.
- d) Record serial numbers on appropriate forms for all capital items, maintain a unique identification number in the capital item as recorded by the recorder's office.
- e) Complete and return to the purchasing agent a copy of the receiver with any required notes, the receiver's initials, and the date received.

Section 25. Items Covered by Warranty or Guarantee. The Town may buy 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 purchasing agent should be consulted to see if the item is covered by such warranty or guarantee. The purchasing agent shall maintain an active current file with complete information on such warranties or guarantees. All warranties must be remitted to the purchasing agent with the invoice indicating date of receipt.

Section 26. Signatures. Contracts, applications for title, tax exemption certificates, agreements, and contracts for utilities shall not be signed by any city employee unless authorized in writing by the purchasing agent, by action of the governing body.

Section 27. Non-Performance Policy. Failure of a bidder to complete a contract, bid, or purchase order in the specified time agreed on, or failure to provide the service, materials, or supplies required by such contract, bid, or purchase order, or failure to honor a quoted price on services, materials, or supplies on a contract, bid, or purchase order may result in one or more of the following actions:

- a) Removal of a vendor from bid list for a period to be determined by the City Council.
- b) Allowing the vendor to find the needed item for the city from another supplier at no additional cost to the city.
- c) Allowing the city to purchase the needed services, materials, or supplies from another source and charge the vendor for any difference in cost resulting from this purchase.
- d) Allowing monetary settlement.

Section 28. Delinquent Delivery. Once the purchasing agent has issued a purchase order, no follow-up work should be done unless the using department says the items haven't been received. If this happens, the purchasing agent will initiate action, either written or verbal as time allows, to investigate the delay. The using department will be advised of any further problems or a revised delivery date.

Section 29. Legal Status Provisions

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- e) Repeal. All previously passed ordinances or resolutions, parts of ordinances or resolutions, which are inconsistent with the provisions of this ordinance or resolution are hereby repealed to the extent of such inconsistency.
- f) Effective Date. This resolution shall be effective immediately after final passage, the public welfare requiring it.

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

Passed: 7-14-2020

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

ORDINANCE # _____

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 10 MOBILE FOOD VENDING

WHEREAS, the food truck industry is a growing and vital economic generator and there is increased popularity of food trucks in the Town of Ashland City; and

WHEREAS, the Town of Ashland City desires to promote economic development through the encouragement of vibrant entertainment alternatives, including accommodating the popularity and growth of the food truck industry.

WHEREAS, the current Code shall be amended

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED, by the City Council of the Town of Ashland City, Tennessee that:

SECTION 1: Title 9, Chapter 10, of the Municipal Code is amended as follows:

9-1004 LOCATIONS AND HOURS OF OPERATION.

Section (A) (2) (b) deleted in it's entirety

Section (A) (2) (c) shall be replaced with "Food trucks may operate no more than fifteen (15) days in a calendar month at a location on privately owned property.

Section (B) (1) (a) shall be replaced with the "Private Property. An Ice Cream Truck may operate on private property with written permission of the property owner, which will be immediately available to the City upon request. An Ice Cream Truck may not require use of more than twenty-five percent (25%) of existing parking spaces. Ice Cream Truck may operate no more than fifteen (15) days in a calendar month at a location on privately owned property.

Section (B) (2) shall be deleted in it's entirety.

BE IT FURTHER ORDAINED, this ordinance shall become effective 20 days after its final passage.

Approved as to Legality: _____
Jennifer Noe, City Attorney

Passed First Reading: _____

Passed Second Reading: _____

Mayor, Steve Allen

City Recorder, Kellie Reed



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 R2 to I-1 district.

DESCRIPTION OF PROPERTY (Attach Map):

Map 062

Parcel 042001
04201

13 acres & 3.2 acres

REASON FOR RECLASSIFICATION REQUEST

to build shop for maintenance shop

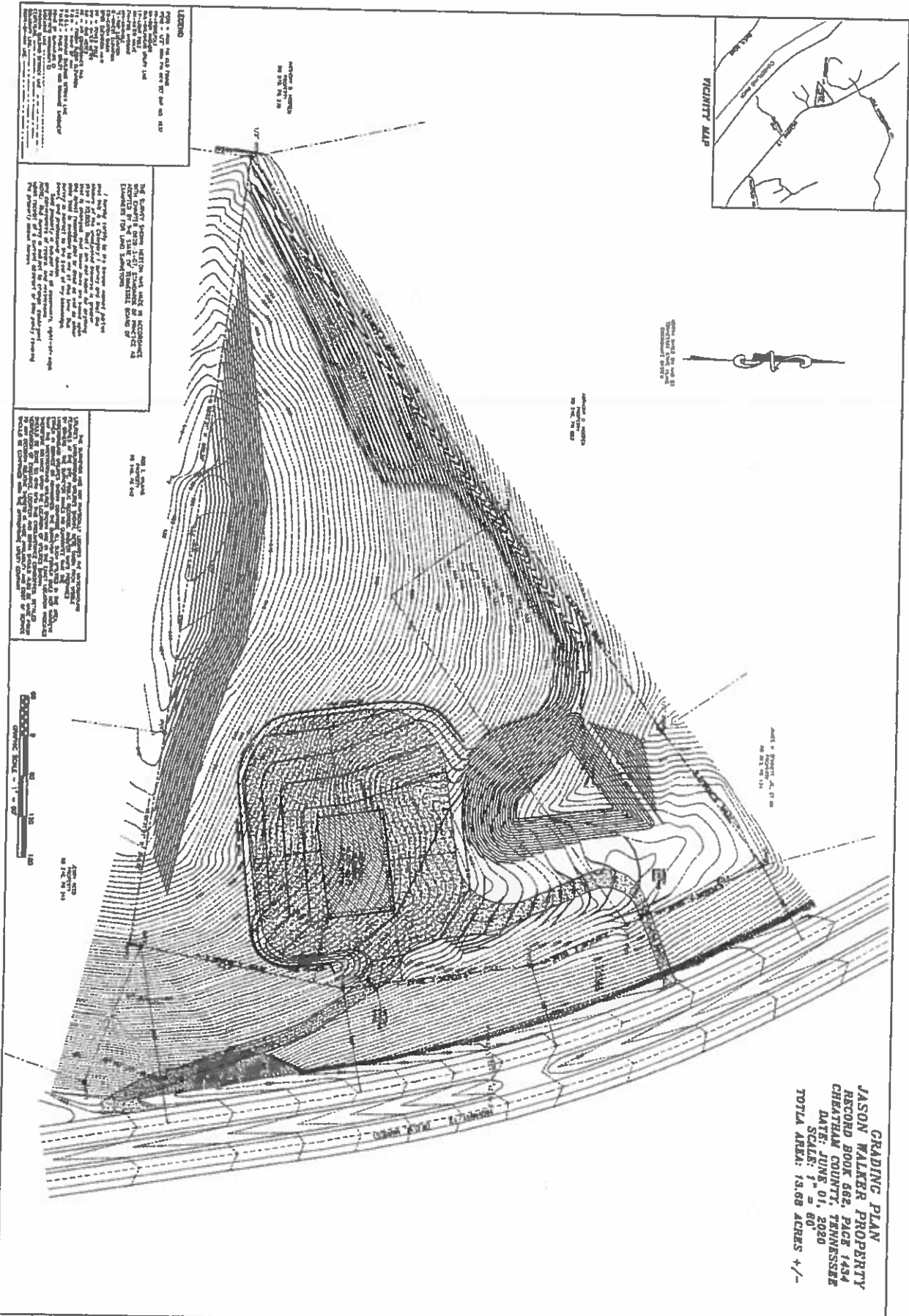
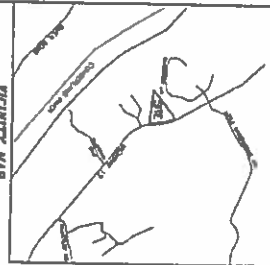
Address: _____

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.

Jason Walker
Applicant Signature

6/3/2020
Date



LEGEND

Proposed Structure
Proposed Road

Property Line

Adjacent Property Line

Utility Line

Spot Elevation

Contour Line

Proposed 1:1 Slope

Proposed 2:1 Slope

Proposed 3:1 Slope

Proposed 4:1 Slope

Proposed 5:1 Slope

Proposed 6:1 Slope

Proposed 7:1 Slope

Proposed 8:1 Slope

Proposed 9:1 Slope

Proposed 10:1 Slope

Proposed 12:1 Slope

Proposed 15:1 Slope

Proposed 20:1 Slope

Proposed 25:1 Slope

Proposed 30:1 Slope

Proposed 40:1 Slope

Proposed 50:1 Slope

Proposed 60:1 Slope

Proposed 80:1 Slope

Proposed 100:1 Slope

Proposed 150:1 Slope

Proposed 200:1 Slope

Proposed 300:1 Slope

Proposed 400:1 Slope

Proposed 500:1 Slope

Proposed 600:1 Slope

Proposed 800:1 Slope

Proposed 1000:1 Slope

Proposed 1500:1 Slope

Proposed 2000:1 Slope

Proposed 3000:1 Slope

Proposed 4000:1 Slope

Proposed 5000:1 Slope

Proposed 6000:1 Slope

Proposed 8000:1 Slope

Proposed 10000:1 Slope

The Survey Station is shown on this plan and is located at the intersection of Highway 12 and Ashland City. The Survey Station is located at the intersection of Highway 12 and Ashland City.

This plan shows the proposed grading for the Jason Walker Property. The grading is based on the terrain shown on the plan and the proposed structures and roads. The grading is shown by the contour lines and the proposed structures and roads are shown by the solid lines.

The proposed grading is shown by the contour lines and the proposed structures and roads are shown by the solid lines. The grading is based on the terrain shown on the plan and the proposed structures and roads.

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The proposed grading is shown by the contour lines and the proposed structures and roads are shown by the solid lines. The grading is based on the terrain shown on the plan and the proposed structures and roads.

REVISED	DATE	BY

GRADING PLAN

JASON WALKER PROPERTY

RECORD BOOK 688, PAGE 1434

CHATNHAM COUNTY, TENNESSEE

DATE: JUNE 01, 2020

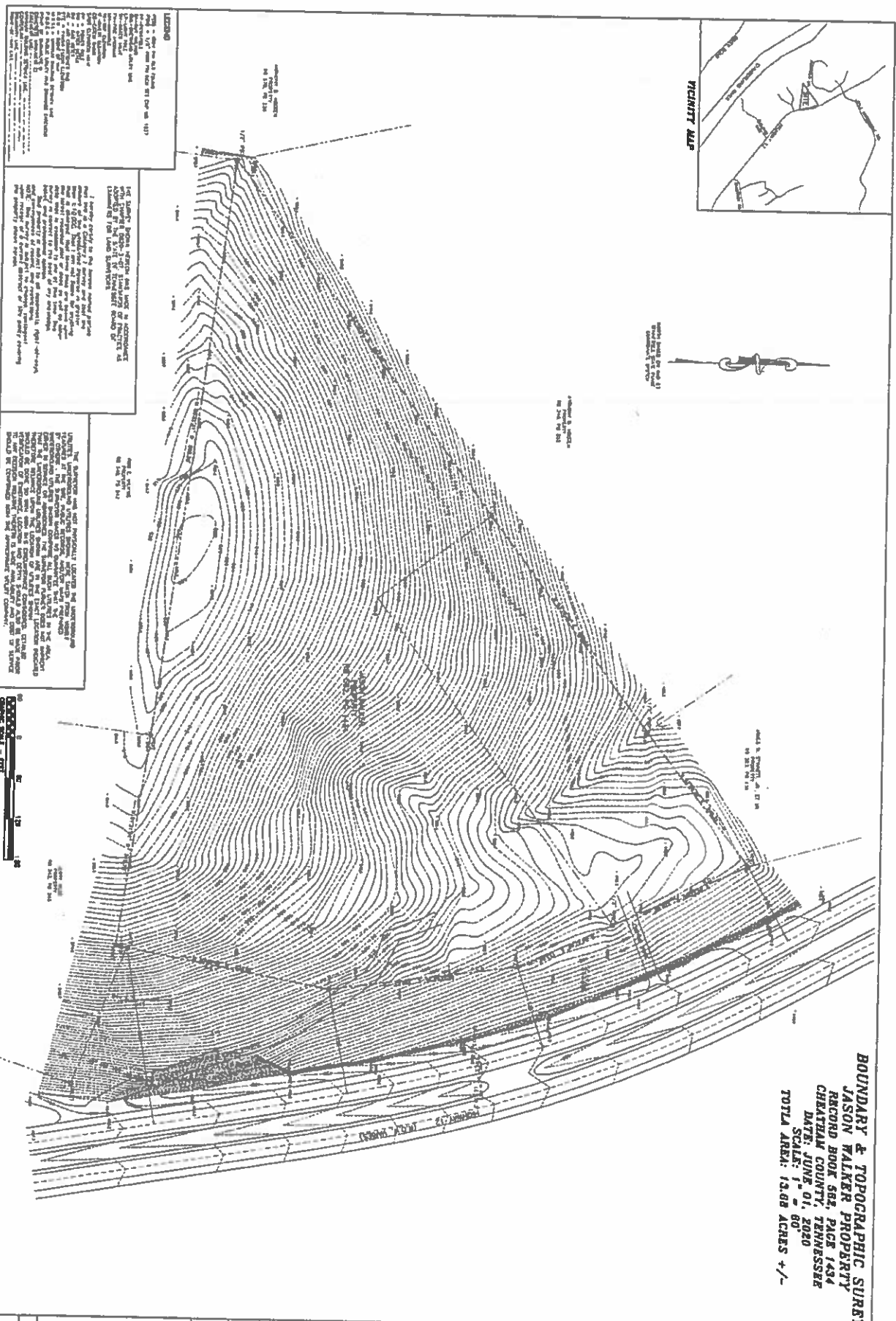
SCALE: 1" = 60'

TOTAL AREA: 13.68 ACRES +/-

JASON WALKER PROPERTY
HIGHWAY 12
ASHLAND CITY, TENNESSEE
GRADING PLAN

Stuller Surveying

ONE ENGINEERING & LAND SURVEYING



LEGEND
1" = 40' (Horizontal)
1" = 80' (Vertical)

The Surveyor is hereby certifying that the boundaries and topographic features shown on this map were determined by a survey conducted in accordance with the provisions of the Tennessee Surveying and Mapping Act, Chapter 127, Tennessee Code Annotated, and the rules and regulations of the Board of Surveying and Mapping, Tennessee. The survey was conducted in accordance with the provisions of the Tennessee Surveying and Mapping Act, Chapter 127, Tennessee Code Annotated, and the rules and regulations of the Board of Surveying and Mapping, Tennessee. The survey was conducted in accordance with the provisions of the Tennessee Surveying and Mapping Act, Chapter 127, Tennessee Code Annotated, and the rules and regulations of the Board of Surveying and Mapping, Tennessee.

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SCALE: 1" = 80'
GRAPHIC SCALE - FEET

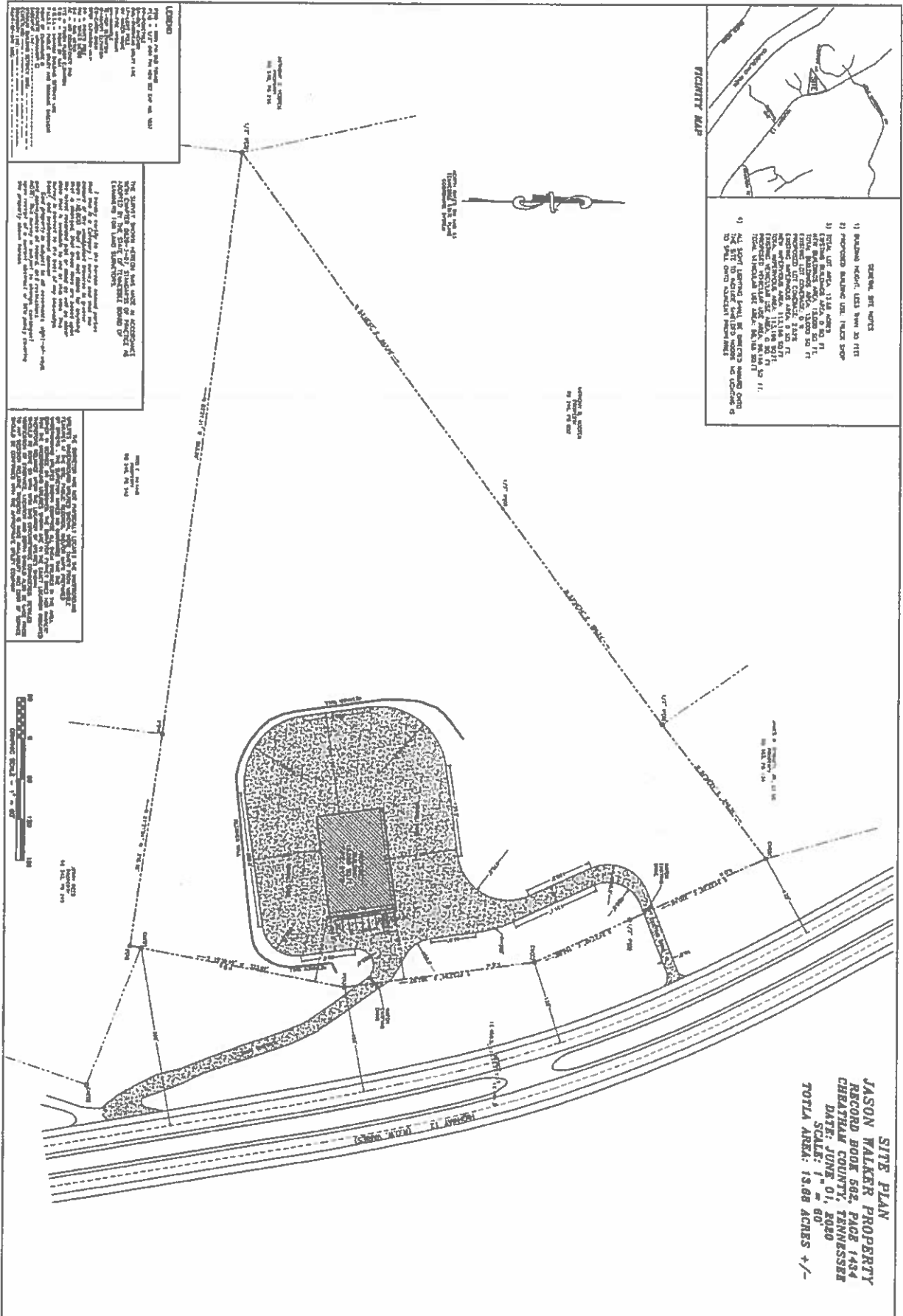
BOUNDARY & TOPOGRAPHIC SURVEY
JASON WALKER PROPERTY
RECORD BOOK 585, PAGE 1434
CHEATAM COUNTY, TENNESSEE
DATE: JUNE 01, 2020
SCALE: 1" = 80'
TOTAL AREA: 13.08 ACRES +/-

C-1

REVISION NO.	DATE	DESCRIPTION

JASON WALKER PROPERTY
HIGHWAY 12
ASHLAND CITY, TENNESSEE
BOUNDARY & TOPOGRAPHIC SURVEY

Stuller Surveying
Land Planning, Inc.
CON. ENGINEER & LAND SURVEYING

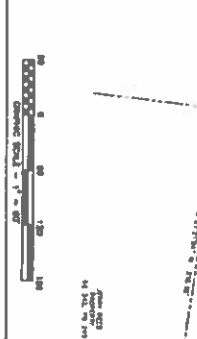


- 1) BUILDING HEIGHT, LESS THAN 30 FEET
- 2) PROPOSED BUILDING USE: OFFICE
- 3) TOTAL SITE AREA: 13.88 ACRES +/-
- 4) TOTAL LOT AREA: 13.88 ACRES +/-
- 5) TOTAL BUILDING AREA: 13,136 SQ. FT.
- 6) TOTAL PAVED AREA: 13,136 SQ. FT.
- 7) TOTAL IMPAVED AREA: 13,136 SQ. FT.
- 8) TOTAL SITE AREA: 13.88 ACRES +/-
- 9) TOTAL LOT AREA: 13.88 ACRES +/-
- 10) TOTAL BUILDING AREA: 13,136 SQ. FT.

LEGEND
1. LOT AREA
2. TOTAL SITE AREA
3. TOTAL BUILDING AREA
4. TOTAL IMPAVED AREA
5. TOTAL PAVED AREA

The following information has been prepared for your information and use only. It does not constitute a contract or agreement of any kind between the Engineer and the Client. The Engineer's liability is limited to the performance of the services specifically stated in the contract documents. The Client is advised that the use of this information for any purpose other than that intended is at the Client's own risk and without liability to the Engineer. The Client is further advised that the use of this information for any purpose other than that intended may constitute a violation of applicable laws and regulations.

The information and data furnished by the Client for the preparation of this report are assumed to be true and correct. The Engineer does not warrant, represent, or guarantee the accuracy, completeness, or reliability of the information and data provided by the Client. The Engineer's liability is limited to the performance of the services specifically stated in the contract documents. The Client is advised that the use of this information for any purpose other than that intended is at the Client's own risk and without liability to the Engineer. The Client is further advised that the use of this information for any purpose other than that intended may constitute a violation of applicable laws and regulations.



SITE PLAN
JASON WALKER PROPERTY
RECORD BOOK 692, PAGE 1434
CHATHAM COUNTY, TENNESSEE
DATE: JUNE 01, 2020
SCALE: 1"=60'
TOTAL AREA: 13.88 ACRES +/-

JASON WALKER PROPERTY
HIGHWAY 12
ASHLAND CITY, TENNESSEE
SITE PLAN

Site Surveying
A Land Planning Firm
CIVIL ENGINEERING & LAND SURVEYING

NO.	DESCRIPTION	DATE



Map for Parcel Address: 1840 Highway 12S TN Parcel ID: 062

RESOLUTION NO. 2020-

**A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE IN
SUPPORT OF FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT
PROGRAM – COVID-19 SUPPLEMENTAL APPLICATION & AWARD**

WHEREAS, the U.S. Department of Homeland Security offering a grant to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus; and,

WHEREAS, the period of performance for this grant is July 8, 2020 thru July 7, 2021; and,

WHEREAS, the award amount is \$8,200, with Federal share of \$7,809.52 and Town of Ashland City share of \$390.48; and,

WHEREAS, the Town of Ashland City agrees to the share of \$390.48.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, to hereby accept the Fiscal Year 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Award.

We, the undersigned City Council members, meeting in Regular Session on this 14th day of July, 2020 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

Kellie Reed, City Recorder

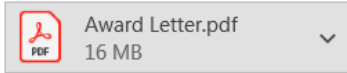
FEMA Grant - COVID-19



Tracey Knack
To Gayle Bowman

[Reply](#) [Reply All](#) [Forward](#)

Mon 7/13/2020 12:37



We received the AFG – COVID-19 Supplemental grant which needs to be accepted (electronically) within 30 days (August 9). The Period of Performance for this grant is 7-8-2020 thru 7-7-2021.

This grant is to provide protective items for our First Responders/firefighters in the effort to curb the outbreak progression.

Total of the grant is \$8,200, with Federal share of \$7,809.52 and Department match of \$390.48.

Items requested and received:

- Gloves
- Isolation Gowns
- Respirators (N-95 or higher)
- Face Shields
- Protective Coveralls
- Footwear Covers
- Goggles
- Face Masks

I've attached the Award Letter (21 pages) if you want it – Didn't know if you would want to attach it for them to look over or what.

Tracey

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Tracey Knack
TOWN OF ASHLAND CITY
101 COURT ST P.O BOX 36
ASHLAND CITY, TN 37015



EMW-2020-FG-00634

Dear Tracey Knack,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$7,809.52 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$390.48 for a total approved budget of \$8,200.00. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", written over a horizontal line.

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

Recipient: TOWN OF ASHLAND CITY

DUNS number: 004190435

Award number: EMW-2020-FG-00634

Summary description of award

The purpose of the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) is to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)'s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$8,200.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$7,809.52
Non-federal	\$390.48
Total	\$8,200.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the AFG-S NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Gloves

DESCRIPTION

Box of 100 - single use, disposable patient examination gloves

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	30	\$15.00	\$450.00	Supplies

Isolation Gowns

DESCRIPTION

Nonsterile, single use fluid-resistant and impermeable disposable patient isolation gown.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	100	\$2.00	\$200.00	Supplies

Respirators

DESCRIPTION

NIOSH-approved particulate respirator (N-95 or higher level respirator).

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	500	\$7.00	\$3,500.00	Supplies

Eye Protection

DESCRIPTION

Bag of 10 - Disposable Face Shields - cover entire face and side of face for close patient contact

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$100.00	\$1,000.00	Supplies

Protective Coveralls

DESCRIPTION

360-degree protection of whole body, including the back, lower legs and feet.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$15.00	\$750.00	Supplies

Footwear Covers

DESCRIPTION

Single use, disposable medical footwear covers.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1,000	\$1.00	\$1,000.00	Supplies

Eye Protection

DESCRIPTION

Goggles - Appropriately fitted, indirectly vented goggles or single use disposable face shield that fully covers the front and sides of the face.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	200	\$5.00	\$1,000.00	Supplies

Supplies

Ineligible

DESCRIPTION

Infrared Forehead Thermometer - non-contact Digital, Instant Reading and Accurate High-Temp Alarm for adults, children, baby. These will be placed in each medical bag for first out vehicles and support vehicles. We will also have them at our Station 1 and 2 where there are walk-ins.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$150.00	\$1,500.00	Supplies

CHANGE FROM APPLICATION

Item marked ineligible

JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for thermometers requested in the application.

Surgical Type Face Masks

DESCRIPTION

Box of 50 - loose fitting, single use disposable physical barrier between the mouth and nose of the wearer to allow fire personnel to meet CDC recommendations and state mandates for face covering when in a public setting.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	60	\$5.00	\$300.00	Supplies

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

Recipient: TOWN OF ASHLAND CITY

DUNS number: 004190435

Award number: EMW-2020-FG-00634

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS
	Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad
	Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975
	Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990
	Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII)
	Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI
	Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2020-FG-00634	2. Amendment No. N/A	3. Recipient No. 626000239	4. Type of Action AWARD	5. Control No. WX03218N2020T		
6. Recipient Name and Address TOWN OF ASHLAND CITY 101 COURT ST ASHLAND CITY, TN 37015		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Tracey Knack		9a. Phone No. 6157924211	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/01/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/08/2020 to 07/07/2021 Budget Period 07/08/2020 to 07/07/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-FC-GB01 - P431-xxxx-4101-D	\$0.00	\$7,809.52	\$7,809.52	\$390.48
Totals			\$0.00	\$7,809.52	\$7,809.52	\$390.48
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Assistant Administrator Grant Programs Directorate	07/01/2020

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:
 Name: Town of Ashland City
 Address: 101 Court Street
Ashland City, TN 37015
 Debt Issue Name: Dell Financial Services
 If disclosing initially for a program, attach the form specified for updates, indicating the frequency required

2. Face Amount: \$ 32,585.00
 Premium/Discount: \$ _____

3. Interest Cost: 10.6000 % Tax-exempt Taxable
 TIC INIC
 Variable: Index _____ plus _____ basis points, or
 Variable: Remarketing Agent _____
 Other: _____

4. Debt Obligation:
 TRAN RAN CON
 BAN CRAN GAN
 Bond Loan Agreement Capital Lease
 If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Division of Local Government Finance ("LGF")

5. Ratings:
 Unrated
 Moody's _____ Standard & Poor's _____ Fitch _____

6. Purpose:

		BRIEF DESCRIPTION
<input checked="" type="checkbox"/> General Government	<u>100.00</u> %	<u>office computers</u>
<input type="checkbox"/> Education	_____ %	_____
<input type="checkbox"/> Utilities	_____ %	_____
<input type="checkbox"/> Other	_____ %	_____
<input type="checkbox"/> Refunding/Renewal	_____ %	_____

7. Security:
 General Obligation General Obligation + Revenue/Tax
 Revenue Tax Increment Financing (TIF)
 Annual Appropriation (Capital Lease Only) Other (Describe): _____

8. Type of Sale:
 Competitive Public Sale Interfund Loan _____
 Negotiated Sale Loan Program _____
 Informal Bid _____

9. Date:
 Dated Date: 06/29/2020 Issue/Closing Date: 06/29/2020

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$9,010.40	7.1660 %		\$	%
2022	\$9,010.40	7.1660 %		\$	%
2023	\$9,010.40	7.1660 %		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:

No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
_____	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____ %		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 0	

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:

No Recurring Costs

	AMOUNT <small>(Basis points/S)</small>	FIRM NAME <small>(if different from #11)</small>
Remarketing Agent	_____	_____
Paying Agent / Registrar	_____	_____
Trustee	_____	_____
Liquidity / Credit Enhancement	_____	_____
Escrow Agent	_____	_____
Sponsorship / Program / Admin	_____	_____
Other _____	_____	_____

13. Disclosure Document / Official Statement:

None Prepared

EMMA link _____ or

Copy attached

14. Continuing Disclosure Obligations:

Is there an existing continuing disclosure obligation related to the security for this debt? Yes No

Is there a continuing disclosure obligation agreement related to this debt? Yes No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy 11/08/2011

Is the debt obligation in compliance with and clearly authorized under the policy? Yes No

16. Written Derivative Management Policy:

No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy? Yes No

17. Submission of Report:

To the Governing Body: on 07/14/2020 and presented at public meeting held on 07/14/2020

Copy to Director, Division of Local Govt Finance: on 07/15/2020 either by:

Mail to: _____ OR Email to: LGF@cot.tn.gov

Cordell Hull Building
425 Fifth Avenue North, 4th Floor
Nashville, TN 37243-3400

18. Signatures:

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	_____	_____
Title	<u>Town of Ashland City</u>	<u>Financial Director</u>
Firm	<u>Town of Ashland City</u>	<u>Town of Ashland City</u>
Email	<u>sallen@ashlandcitytn.gov</u>	<u>gbowman@ashlandcitytn.gov</u>
Date	<u>07/14/2020</u>	<u>07/14/2020</u>



Town of Ashland City, TN
 Amortization Schedule
 Schedule # 810-6823766-001
 Exhibit B

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
1	\$32,585.00	\$9,010.40	\$0.00	\$9,010.40	\$23,574.60	\$24,552.15
2	\$23,574.60	\$9,010.40	\$1,689.37	\$7,321.04	\$16,253.56	\$17,231.11
3	\$16,253.56	\$9,010.40	\$1,164.74	\$7,845.67	\$8,407.89	\$9,385.44
4	\$8,407.89	\$9,010.40	\$602.51	\$8,407.89	\$0.00	\$0.00

BID DOCUMENTS AND SPECIFICATIONS

FOR

**TN WALTZ TRAFFIC SIGNAL PROJECT
BID# 16-246**

**TOWN OF ASHLAND CITY
101 COURT ST
ASHLAND CITY, TN 37015**



DATE: JUNE 18, 2020

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TN WALTZ TRAFFIC SIGNAL PROJECT***

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INVITATION FOR BIDS

Sealed Bids for the project entitled TN WALTZ TRAFFIC SIGNAL PROJECT will be received by the Town of Ashland City until 9:30 a.m. CST (Central Standard Time), July 10, 2020, in the Town of Ashland City, City Hall, 101 Court St, Ashland City TN, 37015, and then publicly opened and read aloud at 10:00 a.m. on the same day.

Pre-bid questions will be received formally in writing via post or email until 4:00 p.m. CST July 3rd at CSR Engineering, Inc., 1116 Main Street, Pleasant View, TN 37146 (c/o Jason Reynolds) or email at jason.reynolds@csrengineers.com.

The work consists of all necessary materials, labor and equipment for complete installation and operational commissioning of a new traffic control signal at the intersection of State Routes 12 and 455 (TN Waltz Pkwy) in downtown Ashland City.

Each Bidder must be **appropriately licensed** as a Contractor in the State of Tennessee as provided in T.C.A. 62-6-101. **The Bidder's name, license number, expiration date, and that part of the contracting classification applying to the Bid shall appear on the sealed envelope containing the Bid; otherwise, the Bid shall not be opened.**

In addition, all bids submitted by Contractor with five or more employees, shall be accompanied by a Contractor's affidavit stating that said Contractor has drug free workplace program in compliance with The Tennessee Drug Free Workplace Act.

Copies of the Bid Documents may be obtained at CSR Engineering, located at 1116 Main Street, Pleasant View, TN 37146 at a cost of Fifty Dollars (\$50.00). Printing of official bid documents shall be by the bidder. Bid advertisement and instructions will also be posted to the City website.

Bid bonds and/or deposits are waived on this project. The successful Bidder shall be required to furnish separate one hundred percent (100%) Performance and Payment Bonds. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the Town of Ashland City.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Each Bidder shall make positive efforts and are encouraged to use small and minority owned business enterprises on this project.

The Town of Ashland City reserves the right, as its interest may require to reject any and/or all bids and to waive informalities herein.

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK: The work to be completed consists of providing materials, equipment, labor and supervision to install a new traffic signal as defined in the attached construction plans and referenced specifications. It includes all work as set out more fully hereinafter in these specifications and bid documents.

CONTRACT PRICE: Although the City requests bid proposals based on the estimated quantities listed in the contractor's proposal form, due to the variety of work to be performed under this contract, the actual quantities of each item required may be more or less than the proposed quantities and shall be bid as lump sum.

REJECTION OF PROPOSALS: The Town of Ashland City reserves the right to reject any or all bids as the interest of the Town of Ashland City may appear to require. It shall be the City's sole discretion to determine qualifications of contractors and determination of contractor rejection.

INVESTIGATION OF SITE: Each bidder is personally responsible in all matters which may affect work quality. Information furnished by City Officials shall in no way relieve the contractor from risk or responsibility in fulfilling all the terms of the contract and specifications.

PREBID CONFERENCE: None scheduled although pre-bid questions may be submitted as defined in the invitation.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact Jason Reynolds, PE by email (jason.reynolds@csrenginers.com) within the time requirements of the invitation.

WITHDRAWAL OF BIDS: Any bidder may withdraw their bid via written request at any time prior to the scheduled time for bid opening.

WORKING SCHEDULE: A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City. This schedule shall be arranged so as to accomplish the work with as little interference as possible with the normal operation of the existing traffic flows.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS: The undersigned further agrees that, in case of failure on their part to execute the said contract within ten (10) consecutive calendar days after notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next qualified bidder.

All bidders (also referred to herein as "Contractor") must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be

done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidder's errors and misjudgment, nor for any information on local conditions or general laws and regulations.

The Documents and Specifications contain the provisions required for the improvements at the project site. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the Request for Bid form attached hereto and shall not be detached from the contract documents. Bids shall be submitted in duplicate in a sealed envelope or box. The outside of the envelope must include:

- 1. Name of Project for which Bid is submitted**
- 2. Name of Contractor**
- 3. Tennessee Contractor's License Number**
- 4. License Expiration Date**
- 5. License Classification Applying to Bid**
- 6. Bid Project Number**

TN WALTZ TRAFFIC SIGNAL PROJECT

CONTRACT AGREEMENT

PROJECT IDENTIFICATION:

Construction of TN Waltz Traffic Signal Project as in plans and bid documents in Ashland City, Tennessee (Cheatham County).

ENGINEER

The Project has been designed by

CSR Engineering, Inc., 1116 Main St., Pleasant View, TN 37146

This agreement is made and executed in two (2) originals, between the **TOWN OF ASHLAND CITY**, and

_____ hereinafter referred to as the
"Contractor."

WITNESSETH

The **TOWN OF ASHLAND CITY** did advertise for, receive and accept a bid from the Contractor for work on the above, identified contract.

In consideration of the **agreements** herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:

- (a) the Instructions to Bidders
- (b) the Proposal
- (c) all conditions and terms of this Contract form
- (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
- (e) the most current version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (herein referred to as TDOT Standard Specifications)
- (f) Supplemental Specifications

- (g) Revisions and Additions
- (h) Special Provisions
- (i) Addenda
- (j) The most current version of the TDOT Standard Drawings
- (k) The Contract Plans
- (l) The Work Order
- (m) Construction Changes
- (n) Supplemental Agreements
- (o) Supplemental Conditions of Construction Contract.

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the TOWN OF ASHLAND CITY.

4. The TOWN OF ASHLAND CITY agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the TOWN OF ASHLAND CITY under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the TOWN OF ASHLAND CITY, the State, the Comptroller of the Treasury or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate insurance as indicated in the Supplemental Conditions of the Construction Contract, naming the TOWN OF ASHLAND CITY as additional insured.

7. The Contractor shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the TOWN OF ASHLAND CITY may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the TOWN OF ASHLAND CITY to protect the TOWN OF ASHLAND CITY from loss there from. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment are of the essence of the Contract. Therefore Contractor agrees to abide by the following contract times:

Substantial Completion shall be defined as "the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended". The work associated with this item shall be complete within 60 calendar days after the date when the Contract Times commence to run, and complete and ready for final payment within 60 calendar days after the date when the Contract Time commences to run.

9. Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 300.00 for each day that expires after the time specified for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$300.00 for each day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.

10. Payment Applications, submitted by Contractor, shall not be processed by City or Engineer until work associated with milestones is substantially complete.

11. Contractor shall pay Owner for cost related to additional project management if Contractor fails to meet milestones as listed above.

12. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1

Contractor 2*

By: _____
Printed Name and Title

By: _____
Printed Name and Title

Date

Date

TOWN OF ASHLAND CITY

This Contract is accepted this _____ day of _____,
and is effective on the _____ day of _____.

TOWN OF ASHLAND CITY Official

Approved:

TOWN OF ASHLAND CITY Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the **TOWN OF ASHLAND CITY**, and other potential claimants, for all obligations incurred by the Principal under its contract with **TOWN OF ASHLAND CITY** for the construction of the above, identified contract; in the full contract amount of

_____ (\$ _____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the **TOWN OF ASHLAND CITY** and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of

_____ (\$ _____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the **TOWN OF ASHLAND CITY** in the full contract amount of

_____ (\$ _____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the **TOWN OF ASHLAND CITY** may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the **TOWN OF ASHLAND CITY** in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the

Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the TOWN OF ASHLAND CITY the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1 _____

By: _____
Printed Name and Title

Date _____

(For Joint Venture) Principal/Contractor 2 _____

By: _____
Printed Name and Title

Date _____

Surety 1 _____

Surety 2 _____

By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

Printed Name

Printed Name

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from TOWN OF ASHLAND CITY with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Phone Number

Phone Number

Fax Number

Fax Number

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. **Contractor's Percentage of Work.** The CONTRACTOR shall perform a minimum of 30% of the Work on the project. Compliance with this provision shall be based on the cost of work completed by the Contractor as compared to the Total Project Cost. This provision does not prohibit the use of subcontractors to complete the work; however, it limits the amount of work completed by subcontractors to 70% of the Work on the project.

2. **Contractor's and/or Subcontractor's Insurance.** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

i. Workers Compensation, and related coverages:

a. State:	Statutory
b. Applicable Federal:	Statutory
c. Employers Liability	
Ea. Accident	\$100,000 Disease
– Policy Limit	\$500,000 Disease
– Ea. Employee	\$100,000

ii. CONTRACTOR'S General Liability which shall include completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of the CONTRACTOR:

a. General Aggregate	\$1,000,000
b. Products – Completed Operations Agg .	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Fire Damage (any one fire)	\$100,000
f. Medical Expense (any one expense)	\$5,000
g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable	
h. Excess or Umbrella Liability	
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

iii. Automobile Liability

a. Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000

- c. Combined Single Limit of \$1,000,000
 - iv. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:
 - a. Bodily Injury
 - Each Accident \$1,000,000 Annual
 - Aggregate \$1,000,000
 - b. Property Damage
 - Each Accident \$1,000,000 Annual
 - Aggregate \$1,000,000
 - v. The following shall be included as additional insured parties on CONTRACTOR'S liability policies:
 - a. TOWN OF ASHLAND CITY – OWNER
3. **Coordination with Other Contractors.** It shall be the responsibility of the Contractor to coordinate other contractors working in the area, and any construction activities whereby access must be provided to the proposed construction.
- A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
 - B. CONTRACTOR shall to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, or ENGINEER's consultants, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees, and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by an separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the extent said claim is based on or arises out of the CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on to recover damages from OWNER, ENGINEER or ENGINEER's Consultants on account of any such damage or Claim.
 - C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR, may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER,

ENGINEER, or ENGINEER's Consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultant, for activities that are their respective responsibilities.

4. Dispute Resolution

- A. In the event a dispute arises between OWNER and CONTRACTOR relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.
- B. OWNER and CONTRACTOR will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.

5. **Mediation** – If negotiations are not successful, OWNER and CONTRACTOR will submit their dispute to a mutually acceptable mediator for non-binding mediation.

6. Legal Process

- A. If mediation is not successful, OWNER and CONTRACTOR will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction in Cheatham County, Tennessee.
- B. If a dispute is resolved through legal process, the prevailing party shall be entitled to recover from the other all court costs including attorney fees.

7. **Authority of Inspectors.** The inspectors employed by and working under the direction of the Engineer or the Owner shall have full authority to reject any defective material or workmanship. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the plans and specifications, or to issue any instructions contrary thereto.

8. Waste Material Disposal

- A. Waste material, including trees, stumps, logs, brush, roots, grass, vegetation, humus, rubbish, demolition materials, over-excavated rock (including cap rock and boulders > 2' in any axis) from mass grading, structures or trenches deemed objectionable by the Owner, and other matter deemed objectionable by the Owner, shall be removed from the site and disposed of in a manner not to damage the Owner or other persons. Disposal should be in accordance with all applicable governing regulations and requirements.
- B. Contractor to obtain, at his expense, any permits required for the disposal of waste material.
- C. No extra payment shall be received for disposal of waste material.

9. Grassing and Planting

- A. The Contractor shall be responsible for ground cover as indicated in the Specifications. All areas of vegetation which are scarified or disturbed by any mechanism during the construction activities will require grassing and planting to provide vegetative cover. Any area that fails to develop a successful stand following seeding will be re-seeded at the Contractor's expense for a period of one year after placement.

10. Weather and neglect of utility owner or other contractors shall not be deemed a consideration for the extension of the contract time.

BID FORM

Place: Town of Ashland City, Tennessee

Date : 07/10/2020

BID for the Town of Ashland City, Tennessee.

TO THE PURCHASING COORDINATOR
Town of Ashland City, TENNESSEE

I/WE Stansell Electric Company, Inc.

Name of Bidder

860 Visco Drive, Nashville TN 37210

Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the TN **WALTZ TRAFFIC SIGNAL PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within 120 calendar days inclusive of weather delays. As time is of the essence, bidder also agrees to pay \$300.00/day as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said roadway work described in the bid documents and shown on the plans as combined as lump sum below and to be completed within the project duration limits, as follows:

for the Project total of

One-hundred seventy-three thousand, seven-
hundred seventy (\$ 173,770)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above total price for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:

Prime Contractor Signature

Name: Robert P. Elliott

Company: Stansell Electric Company, Inc.

Title: President

Business Address: 860 Visco Drive

Nashville, TN 37210

Contractor's License No: 3989

License Expiration Date: 04/30/2021

Telephone Number: 615-329-4944

Email Contact: relliott@stansellelectric.com

Town of Ashland City
STATE OF TENNESSEE
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

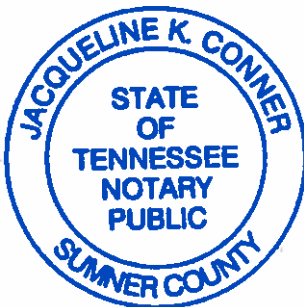
NOW COME AFFIANT, who being duly sworn, deposes and says:

1. He/she is the principal officer for Stansell Electric Company, Inc.
Name and address of bidding entity
860 Visco Drive, Nashville TN 37210;
2. That the bidding entity has submitted a bid to The Town of Ashland City,
Public Works department for the construction of TN Waltz;
Traffic Signal
3. That the bidding entity employs at least that five (5) employees;
4. That the affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT Robert P. Elliott

SUBSCRIBED AND SWORN TO before me this 10th day of July, 2020




NOTARY PUBLIC

My commission expires 12/26/2022

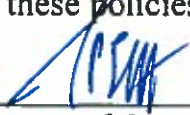
TITLE VI POLICY

**TOWN OF ASHLAND CITY
101 COURT STREET
ASHLAND CITY, TN 37015
Office: (615)792-4211
Fax: (615)792-3501
ashlandcitytn.gov**

Town of Ashland City NONDISCRIMINATION POLICY

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

It is also the policy of the Town of Ashland city to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP, Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants it will comply with these policies.



Signature of Contractor

Robert P. Elliott

Name of Contractor (printed)

07/10/2020

Date

Stansell Electric Company, Inc.

Subcontractor

07/10/2020

Date

INFORMATION COLLECTION REQUIREMENTS:

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.”

Ethnicity:

Hispanic or Latino _____
Not Hispanic or Latino

Race: (Mark one or more)

White Black or African American _____
American Indian/Alaska Native _____ Asian _____
Native Hawaiian or Other Pacific Islander _____

Gender: Male Female _____

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate on the basis of race, color, religion, national origin, sex, age or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Kellie Reed
PO Box 36
Ashland City, TN 37015
(615)792-4211

Has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988), Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project Area), Equal Employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive Order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

LIMITED ENGLISH PROFICIENCY

Town of Ashland City, TENNESSEE LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

It is the general policy of the Town of Ashland City, Tennessee, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff. These steps are as follows:

1. Employees will have access to "I Speak" cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
 - a) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
 - b) If the need is oral language services, the supervisor will take appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
 - c) The supervisor has the obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her work place unless it is an emergency.
4. If the need is urgent or life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

Any person who thinks there has been discrimination against him/her because of LEP should contact Kellie Reed, Title VI Coordinator.

**STATE OF TENNESSEE
IRAN DIVESTMENT ACT AGREEMENT**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the State of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

<u>Stansell Electric Company, Inc.</u>	<u>07/10/2020</u>
COMPANY NAME	DATE
	
<u>REPRESENTATIVE</u>	<u>President</u>
Robert P. Elliott	TITLE

TECHNICAL SPECIFICATIONS

FOR

TN WALTZ TRAFFIC SIGNAL PROJECT

TOWN OF ASHLAND CITY

Ashland City, Tennessee



PART 1: GENERAL

All Items of Work, Reference Standards, Measurements and Payments, and Shop Drawings shall be in strict accordance with Plans attached herein and according to the latest version of Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation which are referenced herein and made a part thereof. All questions related to the Contract Proposal, Plans or Specifications shall be directed to the Engineer. Information received from other persons or offices shall be strictly advisory.

(Specification Attached by Reference)

Construction Plans

(attached and dated May 27, 2020)

BID DOCUMENTS AND SPECIFICATIONS

FOR

**TN WALTZ TRAFFIC SIGNAL PROJECT
BID# 16-246**

**TOWN OF ASHLAND CITY
101 COURT ST
ASHLAND CITY, TN 37015**



DATE: JUNE 18, 2020

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***TOWN OF ASHLAND CITY
TN WALTZ TRAFFIC SIGNAL PROJECT***

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INVITATION FOR BIDS

Sealed Bids for the project entitled TN WALTZ TRAFFIC SIGNAL PROJECT will be received by the Town of Ashland City until 9:30 a.m. CST (Central Standard Time), July 10, 2020, in the Town of Ashland City, City Hall, 101 Court St, Ashland City TN, 37015, and then publicly opened and read aloud at 10:00 a.m. on the same day.

Pre-bid questions will be received formally in writing via post or email until 4:00 p.m. CST July 3rd at CSR Engineering, Inc., 1116 Main Street, Pleasant View, TN 37146 (c/o Jason Reynolds) or email at jason.reynolds@csrengineers.com.

The work consists of all necessary materials, labor and equipment for complete installation and operational commissioning of a new traffic control signal at the intersection of State Routes 12 and 455 (TN Waltz Pkwy) in downtown Ashland City.

Each Bidder must be **appropriately licensed** as a Contractor in the State of Tennessee as provided in T.C.A. 62-6-101. **The Bidder's name, license number, expiration date, and that part of the contracting classification applying to the Bid shall appear on the sealed envelope containing the Bid; otherwise, the Bid shall not be opened.**

In addition, all bids submitted by Contractor with five or more employees, shall be accompanied by a Contractor's affidavit stating that said Contractor has drug free workplace program in compliance with The Tennessee Drug Free Workplace Act.

Copies of the Bid Documents may be obtained at CSR Engineering, located at 1116 Main Street, Pleasant View, TN 37146 at a cost of Fifty Dollars (\$50.00). Printing of official bid documents shall be by the bidder. Bid advertisement and instructions will also be posted to the City website.

Bid bonds and/or deposits are waived on this project. The successful Bidder shall be required to furnish separate one hundred percent (100%) Performance and Payment Bonds. The Performance Bond shall be in full force and effect for one (1) year after the date of final acceptance of the project by the Town of Ashland City.

Attention is called to the fact that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Each Bidder shall make positive efforts and are encouraged to use small and minority owned business enterprises on this project.

The Town of Ashland City reserves the right, as its interest may require to reject any and/or all bids and to waive informalities herein.

INSTRUCTIONS TO BIDDERS

DESCRIPTION OF WORK: The work to be completed consists of providing materials, equipment, labor and supervision to install a new traffic signal as defined in the attached construction plans and referenced specifications. It includes all work as set out more fully hereinafter in these specifications and bid documents.

CONTRACT PRICE: Although the City requests bid proposals based on the estimated quantities listed in the contractor's proposal form, due to the variety of work to be performed under this contract, the actual quantities of each item required may be more or less than the proposed quantities and shall be bid as lump sum.

REJECTION OF PROPOSALS: The Town of Ashland City reserves the right to reject any or all bids as the interest of the Town of Ashland City may appear to require. It shall be the City's sole discretion to determine qualifications of contractors and determination of contractor rejection.

INVESTIGATION OF SITE: Each bidder is personally responsible in all matters which may affect work quality. Information furnished by City Officials shall in no way relieve the contractor from risk or responsibility in fulfilling all the terms of the contract and specifications.

PREBID CONFERENCE: None scheduled although pre-bid questions may be submitted as defined in the invitation.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating submitting a bid for the proposed work is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, contact Jason Reynolds, PE by email (jason.reynolds@csrengieners.com) within the time requirements of the invitation.

WITHDRAWAL OF BIDS: Any bidder may withdraw their bid via written request at any time prior to the scheduled time for bid opening.

WORKING SCHEDULE: A schedule setting up the order and sequence in which various parts of the work will be performed shall be prepared by the contractor and submitted to the Town of Ashland City. This schedule shall be arranged so as to accomplish the work with as little interference as possible with the normal operation of the existing traffic flows.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS: The undersigned further agrees that, in case of failure on their part to execute the said contract within ten (10) consecutive calendar days after notice of the award of the contract, the Town of Ashland City reserves the right to forfeit the Contractor's bid and may choose the next qualified bidder.

All bidders (also referred to herein as "Contractor") must satisfy themselves by personal examination of the locations of the proposed work, by examination of the Plans and Specifications and requirements of the work and the accuracy of the estimate of the quantities of the work to be

done, and shall not at any time after the submission of a bid dispute or complain of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done. The City shall not be responsible for bidder's errors and misjudgment, nor for any information on local conditions or general laws and regulations.

The Documents and Specifications contain the provisions required for the improvements at the project site. No information obtained from any officer, agent, or employee of the City on any such matters shall in any way affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

All bids must be made on the Request for Bid form attached hereto and shall not be detached from the contract documents. Bids shall be submitted in duplicate in a sealed envelope or box. The outside of the envelope must include:

- 1. Name of Project for which Bid is submitted**
- 2. Name of Contractor**
- 3. Tennessee Contractor's License Number**
- 4. License Expiration Date**
- 5. License Classification Applying to Bid**
- 6. Bid Project Number**

TN WALTZ TRAFFIC SIGNAL PROJECT

CONTRACT AGREEMENT

PROJECT IDENTIFICATION:

Construction of TN Waltz Traffic Signal Project as in plans and bid documents in Ashland City, Tennessee (Cheatham County).

ENGINEER

The Project has been designed by

CSR Engineering, Inc., 1116 Main St., Pleasant View, TN 37146

This agreement is made and executed in two (2) originals, between the **TOWN OF ASHLAND CITY**, and

_____ hereinafter referred to as the
“Contractor.”

WITNESSETH

The **TOWN OF ASHLAND CITY** did advertise for, receive and accept a bid from the Contractor for work on the above, identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following “Contract Documents” all of which constitute one instrument:

- (a) the Instructions to Bidders
- (b) the Proposal
- (c) all conditions and terms of this Contract form
- (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
- (e) the most current version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (herein referred to as TDOT Standard Specifications)
- (f) Supplemental Specifications

- (g) Revisions and Additions
- (h) Special Provisions
- (i) Addenda
- (j) The most current version of the TDOT Standard Drawings
- (k) The Contract Plans
- (l) The Work Order
- (m) Construction Changes
- (n) Supplemental Agreements
- (o) Supplemental Conditions of Construction Contract.

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the TOWN OF ASHLAND CITY.

4. The TOWN OF ASHLAND CITY agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the TOWN OF ASHLAND CITY under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the TOWN OF ASHLAND CITY, the State, the Comptroller of the Treasury or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate insurance as indicated in the Supplemental Conditions of the Construction Contract, naming the TOWN OF ASHLAND CITY as additional insured.

7. The Contractor shall indemnify and hold harmless the TOWN OF ASHLAND CITY and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the TOWN OF ASHLAND CITY may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the TOWN OF ASHLAND CITY to protect the TOWN OF ASHLAND CITY from loss there from. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment are of the essence of the Contract. Therefore Contractor agrees to abide by the following contract times:

Substantial Completion shall be defined as "the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended". The work associated with this item shall be complete within 60 calendar days after the date when the Contract Times commence to run, and complete and ready for final payment within 60 calendar days after the date when the Contract Time commences to run.

9. Contractor recognizes that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 300.00 for each day that expires after the time specified for Substantial Completion and until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$300.00 for each day that expires after the time specified for completion and readiness for final payment until the Work is completed and ready for final payment.

10. Payment Applications, submitted by Contractor, shall not be processed by City or Engineer until work associated with milestones is substantially complete.

11. Contractor shall pay Owner for cost related to additional project management if Contractor fails to meet milestones as listed above.

12. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1

Contractor 2*

By: _____
Printed Name and Title

By: _____
Printed Name and Title

Date

Date

This Contract is accepted this **TOWN OF ASHLAND CITY** _____ day of _____,
and is effective on the _____ day of _____.

TOWN OF ASHLAND CITY Official

Approved:

TOWN OF ASHLAND CITY Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

CONTRACT PAYMENT AND PERFORMANCE BOND

Be it known that _____, as Principal, and _____, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the **TOWN OF ASHLAND CITY**, and other potential claimants, for all obligations incurred by the Principal under its contract with **TOWN OF ASHLAND CITY** for the construction of the above, identified contract; in the full contract amount of

_____ (\$_____).

The obligations of the Principal and Surety(ies) under these payment and performance bonds shall continue in full force and effect until all materials, equipment and labor have been provided AND all requirements contained in the contract, plans and specifications have been completed in a timely, thorough and workmanlike manner. The parties agree that these bonds are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the **TOWN OF ASHLAND CITY** and all "Claimants," as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of

_____ (\$_____), in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the **TOWN OF ASHLAND CITY** in the full contract amount of

_____ (\$_____), in order to secure the full and faithful performance and timely completion of the project according to its plans and specifications, inclusive of overpayments to the contractor and liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies) shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or refuse to complete performance of the contract, the **TOWN OF ASHLAND CITY** may then proceed with the work in any lawful manner that it may elect until it is finally completed. When the work is thus finally completed, the total cost of the same will be computed. All costs and charges incurred by the **TOWN OF ASHLAND CITY** in completing the Work will be deducted from any monies due or which may become due to the Principal. If the total costs of completion exceeds the sum which would have been payable under the

Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for and shall pay to the **TOWN OF ASHLAND CITY** the amount of such excess.

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1 _____

By: _____
Printed Name and Title

Date _____

(For Joint Venture) Principal/Contractor 2 _____

By: _____
Printed Name and Title

Date _____

Surety 1 _____

Surety 2 _____

By: _____
Attorney-in-Fact

By: _____
Attorney-in-Fact

Printed Name

Printed Name

Agency Name

Agency Name

Street Address

Street Address

City/State/Zip

City/State/Zip

(Seal)

(Seal)

Subsequent correspondence/communication from **TOWN OF ASHLAND CITY** with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Printed Name

Printed Name

Address

Address

City/State/Zip

City/State/Zip

Phone Number

Phone Number

Fax Number

Fax Number

SUPPLEMENTAL CONDITIONS OF THE CONTRACT

1. **Contractor's Percentage of Work.** The CONTRACTOR shall perform a minimum of 30% of the Work on the project. Compliance with this provision shall be based on the cost of work completed by the Contractor as compared to the Total Project Cost. This provision does not prohibit the use of subcontractors to complete the work; however, it limits the amount of work completed by subcontractors to 70% of the Work on the project.

2. **Contractor's and/or Subcontractor's Insurance.** The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.
 - A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - i. Workers Compensation, and related coverages:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employers Liability
 - Ea. Accident \$100,000 Disease
 - Policy Limit \$500,000 Disease
 - Ea. Employee \$100,000

 - ii. CONTRACTOR'S General Liability which shall include completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of the CONTRACTOR:
 - a. General Aggregate \$1,000,000
 - b. Products – Completed Operations Agg . \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Fire Damage (any one fire) \$100,000
 - f. Medical Expense (any one expense) \$5,000
 - g. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable
 - h. Excess or Umbrella Liability
 - General Aggregate \$2,000,000
 - Each Occurrence \$2,000,000

 - iii. Automobile Liability
 - a. Bodily Injury
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage
 - Each Accident \$1,000,000

- c. Combined Single Limit of \$1,000,000
- iv. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:
 - a. Bodily Injury
 - Each Accident \$1,000,000 Annual
 - Aggregate \$1,000,000
 - b. Property Damage
 - Each Accident \$1,000,000 Annual
 - Aggregate \$1,000,000
- v. The following shall be included as additional insured parties on CONTRACTOR'S liability policies:
 - a. TOWN OF ASHLAND CITY – OWNER

3. **Coordination with Other Contractors.** It shall be the responsibility of the Contractor to coordinate other contractors working in the area, and any construction activities whereby access must be provided to the proposed construction.

A. Should CONTRACTOR cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of the CONTRACTOR's performance of the Work at the Site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. CONTRACTOR shall to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, or ENGINEER's consultants, and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees, and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable, brought by an separate contractor against OWNER, ENGINEER, ENGINEER's Consultants, or the extent said claim is based on or arises out of the CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of work by any contractor at the Site give rise to any other Claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, or ENGINEER's Consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on to recover damages from OWNER, ENGINEER or ENGINEER's Consultants on account of any such damage or Claim.

C. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR, may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER,

ENGINEER, or ENGINEER's Consultants, for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, or ENGINEER's Consultant, for activities that are their respective responsibilities.

4. Dispute Resolution

A. In the event a dispute arises between OWNER and CONTRACTOR relating to any obligation undertaken in this agreement, they agree to utilize the following procedure to resolve any such dispute.

B. OWNER and CONTRACTOR will attempt to resolve all disputes by first engaging in good faith negotiations between them as soon as possible after the dispute arises.

5. **Mediation** – If negotiations are not successful, OWNER and CONTRACTOR will submit their dispute to a mutually acceptable mediator for non-binding mediation.

6. Legal Process

A. If mediation is not successful, OWNER and CONTRACTOR will seek a resolution of their dispute through the normal legal process in a court of competent jurisdiction in Cheatham County, Tennessee.

B. If a dispute is resolved through legal process, the prevailing party shall be entitled to recover from the other all court costs including attorney fees.

7. **Authority of Inspectors.** The inspectors employed by and working under the direction of the Engineer or the Owner shall have full authority to reject any defective material or workmanship. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the plans and specifications, or to issue any instructions contrary thereto.

8. Waste Material Disposal

A. Waste material, including trees, stumps, logs, brush, roots, grass, vegetation, humus, rubbish, demolition materials, over-excavated rock (including cap rock and boulders > 2' in any axis) from mass grading, structures or trenches deemed objectionable by the Owner, and other matter deemed objectionable by the Owner, shall be removed from the site and disposed of in a manner not to damage the Owner or other persons. Disposal should be in accordance with all applicable governing regulations and requirements.

B. Contractor to obtain, at his expense, any permits required for the disposal of waste material.

C. No extra payment shall be received for disposal of waste material.

9. Grassing and Planting

A. The Contractor shall be responsible for ground cover as indicated in the Specifications. All areas of vegetation which are scarified or disturbed by any mechanism during the construction activities will require grassing and planting to provide vegetative cover. Any area that fails to develop a successful stand following seeding will be re-seeded at the Contractor's expense for a period of one year after placement.

10. Weather and neglect of utility owner or other contractors shall not be deemed a consideration for the extension of the contract time.

BID FORM

Place: Town of Ashland City, Tennessee

Date : 07/10/2020

BID for the Town of Ashland City, Tennessee.

TO THE PURCHASING COORDINATOR
Town of Ashland City, TENNESSEE

I/WE S&W Contracting Co., Inc.

Name of Bidder

952 New Salem Road, Murfreesboro, TN 37129

Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **TN WALTZ TRAFFIC SIGNAL PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within 120 calendar days inclusive of weather delays. As time is of the essence, bidder also agrees to pay \$300.00/day as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the WORK on said roadway work described in the bid documents and shown on the plans as combined as lump sum below and to be completed within the project duration limits, as follows:

for the Project total of

One Hundred Sixty Four Thousand Two Hundred Forty Dollars (\$ 164,240.00)

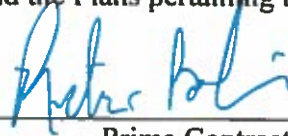
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above total price for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:



Prime Contractor Signature

Name: Richie Bolin

Company: S&W Contracting Co., Inc.

Title: President

Business Address: 952 New Salem Road

Murfreesboro, Tennessee 37129

Contractor's License No: 18759

License Expiration Date: 05/31/2021

Telephone Number: 615-893-2511

Email Contact: marnold@sandwcontracting.com

Town of Ashland City
STATE OF TENNESSEE
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

NOW COME AFFIANT, who being duly sworn, deposes and says:

1. He/she is the principal officer for S&W Contracting Co., Inc.
Name and address of bidding entity
952 New Salem Road, Murfreesboro, TN 37129;
2. That the bidding entity has submitted a bid to The Town of Ashland City,
City Hall department for the construction of a Traffic Signal;
3. That the bidding entity employs at least that five (5) employees;
4. That the affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with 50-9-113, Tennessee Code annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.



AFFIANT

SUBSCRIBED AND SWORN TO before me this 9 day of July, 2020





NOTARY PUBLIC

My commission expires 12/19/2023

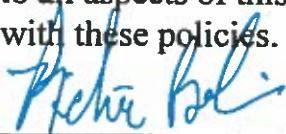
TITLE VI POLICY

**TOWN OF ASHLAND CITY
101 COURT STREET
ASHLAND CITY, TN 37015
Office: (615)792-4211
Fax: (615)792-3501
ashlandcitytn.gov**

Town of Ashland City NONDISCRIMINATION POLICY

The Town of Ashland City follows all Title VI policy not to discriminate on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

It is also the policy of the Town of Ashland city to follow the City's written complaint procedures for employees and all contracted workers and to comply with any LEP, Limited English Proficiency guidelines. With regard to all aspects of this contract, contractor certifies and warrants it will comply with these policies.



Signature of Contractor

Richie Bolin

Name of Contractor (printed)

07/10/2020

Date

Subcontractor

Date

INFORMATION COLLECTION REQUIREMENTS:

All recipients, other than those using guarantee programs, are required to collect data on race/ethnic and gender of users or beneficiaries.

Application form must include below the signature and date block the following disclosure statements: (rev. 1/2001 as per Fed. Register Vol. 62 No. 210)

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.”

Ethnicity:

Hispanic or Latino 8

Not Hispanic or Latino 144

Race: (Mark one or more)

White Black or African American

American Indian/Alaska Native _____ Asian

Native Hawaiian or Other Pacific Islander _____

Gender: Male 145 Female 7

POLICY OF NONDISCRIMINATION

The Town of Ashland City does not discriminate on the basis of race, color, religion, national origin, sex, age or handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

Kellie Reed
PO Box 36
Ashland City, TN 37015
(615)792-4211

Has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988), Section 3 (24 CFR Part 135, dated October 23, 1973, Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project Area), Equal Employment Opportunity Act of 1978 (In House Equal Employment Opportunity), Executive Order 11246 as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

LIMITED ENGLISH PROFICIENCY

Town of Ashland City, TENNESSEE LIMITED ENGLISH PROFICIENCY (LEP) PROCEDURE

It is the general policy of the Town of Ashland City, Tennessee, not to discriminate against anyone with Limited English Proficiency (LEP), who participates in our programs and/or services. We have taken steps to ensure that all individuals will be able to communicate, either through written or oral language services, with all members of our staff. These steps are as follows:

1. Employees will have access to "I Speak" cards.
2. Once language proficiency is determined, employees will have resources available to assist the individual in determining his/her need.
3. If the need is not urgent or life threatening, employees will defer to their supervisors what steps need to be taken. The steps are, but not limited to, the following:
 - a) If the need is a documented translated, the supervisor will have the document translated as soon as possible, without jeopardizing his/her duties as a supervisor.
 - b) If the need is oral language services, the supervisor will take appropriate actions to provide the assistance as soon as possible through a translation service, without jeopardizing his/her duties as a supervisor.
 - c) The supervisor has the obligation to the safety of his/her employees as well as to the people of the Town of Ashland City to assist the needs of all persons. This includes not leaving his/her work place unless it is an emergency.
4. If the need is urgent or life threatening, employees will use, to the best of their ability, any resource available to accommodate the individual.

Any person who thinks there has been discrimination against him/her because of LEP should contact Kellie Reed, Title VI Coordinator.


STATE OF TENNESSEE IRAN DIVESTMENT ACT AGREEMENT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Tenn. Code Ann. § 12-12-106 requires the chief procurement officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105.

While inclusion on this list would make a person ineligible to contract with the State of Tennessee, if a person ceases its engagement in investment activities in Iran, it may be removed from the list.

If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

<u>S&W Contracting Co., Inc.</u>	<u>07/10/2020</u>
COMPANY NAME	DATE
	<u>President</u>
REPRESENTATIVE	TITLE

TECHNICAL SPECIFICATIONS

FOR

TN WALTZ TRAFFIC SIGNAL PROJECT

TOWN OF ASHLAND CITY

Ashland City, Tennessee



PART 1: GENERAL

All Items of Work, Reference Standards, Measurements and Payments, and Shop Drawings shall be in strict accordance with Plans attached herein and according to the latest version of **Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation** which are referenced herein and made a part thereof. All questions related to the Contract Proposal, Plans or Specifications shall be directed to the Engineer. Information received from other persons or offices shall be strictly advisory.

(Specification Attached by Reference)

Construction Plans

(attached and dated May 27, 2020)



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



DAVIS H. ELLIOT CONSTRUCTION COMPANY, INC.

350110

ID NUMBER: 3258
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2020

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

DAVIS H. ELLIOT CONSTRUCTION COMPANY, INC.
673 BLUE SKY PARKWAY
LEXINGTON, KY 40509

State of Tennessee

350110

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

DAVIS H. ELLIOT CONSTRUCTION COMPANY, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 3258
LIC STATUS: ACTIVE
EXPIRATION DATE: October 31, 2020
UNLIMITED; CE



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

BID FORM

Place: Town of Ashland City, Tennessee

Date : 7/10/2020

BID for the Town of Ashland City, Tennessee.

TO THE PURCHASING COORDINATOR
Town of Ashland City, TENNESSEE

I/WE Davis H. Elliot Construction Company, Inc.
Name of Bidder

673 Blue Sky Parkway Lexington, KY 40509
Address of Bidder

The undersigned, as Bidder, in compliance with your invitation for bids for the **TN WALTZ TRAFFIC SIGNAL PROJECT**, propose to furnish all necessary labor, machinery, tools, apparatus, equipment, service, and other necessary supplies, in strict accordance with the terms and conditions of the Plans and Bid Documents hereto attached and the Specifications referred to herein and do such other work incidental thereto as may be ordered by the Engineer or his/her agent, in writing, within the time set forth therein, and the price stated below.

The Bidder declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Plans, Specifications and Bid Documents for the work, and has read all documents furnished prior to the opening of bids; and that he has satisfied himself relative to the work expected to be performed.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees that if he is awarded the contract for this work, he will commence work within 7 days from the date of a Notice to Proceed from the Owner and to fully complete the work within **120 calendar days** inclusive of weather delays. As time is of the essence, bidder also agrees to pay **\$300.00/day** as liquidated damages for each consecutive calendar day thereafter and shall include completion of all punch list items.

PROJECT PROPOSAL: Bidder agrees to perform all of the **WORK** on said roadway work described in the bid documents and shown on the plans as combined as lump sum below and to be completed within the project duration limits, as follows:

for the Project total of

two hundred nine thousand three hundred dollars
and zero cents (\$ 209,300.⁰⁰)

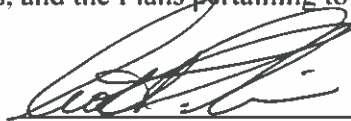
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above total price for the project shall include all labor, materials, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids, and any combination including or not including add alternatives, and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute a formal Agreement provided by the City and deliver as defined in the attached project schedule below.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Bid Documents and Specifications, and the Plans pertaining to the work to be done.

Respectfully submitted:



Prime Contractor Signature

Name: Scott A. Navis

Company: Davis H. Elliot Construction Company, Inc.

Title: Vice President

Business Address: 673 Blue Sky Parkway Lexington, KY 40509

Contractor's License No: 3258

License Expiration Date: Exp. 10/31/2020

Telephone Number: 859-263-5148

Email Contact: ksimpson@dhec.com

Town of Ashland City
STATE OF TENNESSEE
COUNTY OF CHEATHAM

DRUG FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

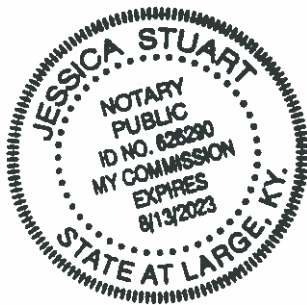
NOW COME AFFIANT, who being duly sworn, deposes and says:

1. He/she is the principal officer for Davis H. Elliot Construction Company, Inc.
Name and address of bidding entity
673 Blue Sky Parkway Lexington, KY 40509;
2. That the bidding entity has submitted a bid to The Town of Ashland City,
City Hall department for the construction of TN Waltz Traffic Signal Project
3. That the bidding entity employs at least that five (5) employees;
4. That the affiant certifies that the bidding entity has in effect, at the time of
submission of its bid to perform the construction referred to above, a drug-free
workplace program that complies with 50-9-113, Tennessee Code annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.


AFFIANT Scott A. Nauls

SUBSCRIBED AND SWORN TO before me this 10th day of July, 2020




NOTARY PUBLIC Jessica Stuart

My commission expires 8/13/2023

TITLE VI POLICY

**TOWN OF ASHLAND CITY
101 COURT STREET
ASHLAND CITY, TN 37015
Office: (615)792-4211
Fax: (615)792-3501
ashlandcitytn.gov**

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Signature of Contractor Scott A. Navis

Davis H. Elliot Construction Company Inc.
Name of Contractor (printed)

7/10/2020
Date

Subcontractor

Date

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Ethnicity:

Hispanic or Latino _____

Not Hispanic or Latino _____

Race: (Mark one or more)

White _____ Black or African American _____

American Indian/Alaska Native _____ Asian _____

Native Hawaiian or Other Pacific Islander _____

Gender: Male ___ **Female** _____

*Davis H. Elliot Construction Company, Inc. is a non-DBE, 100% employee owned company.

STATE OF TENNESSEE IRAN DIVESTMENT ACT AGREEMENT

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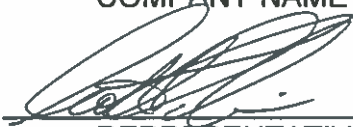
If you feel as though you have been erroneously included on this list please contact the Central Procurement Office at CPO.Website@tn.gov.

Davis H. Elliot Construction Company, Inc.

COMPANY NAME

7/10/2020

DATE



REPRESENTATIVE

Scott A. Navis

Vice President

TITLE



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

05/26/2020
 Quote #100742-01-02

Ashland City - Riverbluff Park Swings Revised

Ashland City
 Attn: Scott Sampson
 233 Tennessee Waltz Parkway
 Ashland City, TN 37015
 Phone: 615-947-2605
 SSampson@ashlandcitytn.gov

Ship to Zip 37015

Quantity	Part #	Description	Unit Price	Amount
1	18827	GameTime - Primetime Swing Add A Bay 3 1/2' X 8'	\$778.00	\$778.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,257.00	\$1,257.00
1	8696	GameTime - Encl Seat 3 1/2"(8696)	\$318.00	\$318.00
1	8555	GameTime - 3 1/2" Zero-G Chair (2-5)-Galv Chain	\$505.00	\$505.00
1	RDU	GameTime - Belt Seat Hardware- *Belt seat not included in pricing.	\$367.56	\$367.56
1	INSTALL	5-Star Plus (DRP) - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$2,150.00	\$2,150.00
			Sub Total	\$5,375.55
			Discount	(\$179.77)
			Freight	\$636.23
			Total	\$5,832.01

Comments

Customer is Responsible for:
 -Access for construction equipment & staging area
 -Push-Back of existing Surfacing
 -Removal of existing swing's

*Site must be clear, level, free of obstructions and accessible.

*Taxes may be applicable or tax exempt certificate will be required at time of purchase.

Ashland Riverbluff Park Swings_2

Ashland City
Attn: Scott Sampson
233 Tennessee Waltz Parkway
Ashland City, TN 37015
Phone: 615-947-2605
ssampson@ahlandcitytn.gov

Ship to Zip 37015

Quantity	Part #	Description	Unit Price	Amount
1	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	\$872.00	\$872.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,408.00	\$1,408.00
1	8696	GameTime - Encl Seat 3 1/2"(8696)	\$356.00	\$356.00
1	8555	GameTime - 3 1/2" Zero-G Chair (2-5)-Galv Chain	\$565.00	\$565.00
1	RDU	GameTime - Belt Seat Hardware- ***belt seat not included***	\$411.00	\$411.00
1	INSTALL	JA Dawson & Co. - Installation of Equipment	\$2,950.00	\$2,950.00
			Sub Total	\$6,905.00
			Estimated Freight	\$689.55
			Total	\$7,251.55

Pricing: Quotes are valid for 30 days from date of quotation. Pricing may change after 30 days. If ship to zip code changes, freight may change. **UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS**

Riverbluff Park
Playground Quote from website
July 9, 2020

From: Burke
BCI Burke Company
P.O. Box 549
Fond Du Lac, WI 54936-0549
bciburke.com

Product ID	Description	Price
550-0158	3 ½' Arch Swing	\$1,631.00
550-0159	3 ½' Arch Swing Added Bay	\$1,032.00
550-0171	Freedom Inclusive Swing Seat	\$ 921.00
550-0099	Molded Rubber Tot Seat	\$ 172.00
550-0104	Molded Rubber Seat	<u>\$ 179.00</u>
	Sub Total	\$3,935.00
	Estimated Freight	<u>\$ 700.00</u>
	Sub Total	\$ 4,635.00
	Professional Installation Services	<u>\$2,800.00</u>
	Total	\$7,435.00

Scott G. Sampson

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 2/20), which are available at <http://www.pb.com/statelocalmyterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Ted Delia ted.delia2@pb.com

Account Rep Name Email Address PBGFS Acceptance