

# TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting January 23, 2024, 6:00 PM Agenda

Mayor: JT Smith

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

**CALL TO ORDER** 

**ROLL CALL** 

PLEDGE AND PRAYER

APPROVAL OF AGENDA

**APPROVAL OF MINUTES** 

1. December 12, 2023, City Council Meeting Minutes

#### **PUBLIC FORUM**

#### 2. Procedure for Speaking Before the Council

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

#### **REPORTS**

3. City Attorney Report

#### **UNFINISHED BUSINESS**

4. Ordinance: Amend Code of Ethics

Corp of Engineers Contract

6. Senior Center Dance Lease Discussion

#### **NEW BUSINESS**

- 7. TN Law Enforcement Training Academy Grant Contract
- 8. Cash Saver Wine Compliance Certificate
- 9. Farmers Market Application Fees & Rules
- 10. Summerfest Vendor Application Fees & Rules
- 11. Resolution: Wastewater Treatment Plant Loan \$5,639,000
- 12. Resolution: Wastewater Treatment Plant \$5,000,000
- 13. Election Discussion
- 14. Land Adjacent to City Hall
- 15. Resolution: Meeting Dates Approval
- 16. Wastewater Treatment Plant Change Order

#### **SURPLUS PROPERTY NOMINATIONS**

#### **EXPENDITURE REQUESTS**

#### **OTHER**

17. City Recorder Discussion

#### **ADJOURNMENT**

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



# TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting December 12, 2023, 6:00 PM Minutes

#### **CALL TO ORDER**

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

#### **ROLL CALL**

**PRESENT** 

Mayor JT Smith

Vice Mayor Gerald Green

Councilman Tim Adkins

Councilman Chris Kerrigan

Councilman Michael Smith

Councilman Kevin Thompson

Councilman Tony Young

#### **PLEDGE AND PRAYER**

Councilman Adkins led the Pledge of Allegiance of the United States of America and the prayer.

#### APPROVAL OF AGENDA

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

#### **APPROVAL OF MINUTES**

November 14, 2023, City Council Meeting
 A motion was made by Councilman Smith, Seconded by Councilman Thompson, to approve the November 14, 2023, City Council Meeting Minutes. All approved by voice vote.

#### PRESENTATION OF TROPHIES

1st Place Commercial

Mayor presented to Town of Ashland City.

3. 1st Citizens

Mayor presented to Cheatham Middle Cheerleaders

4. Mayor's Choice

Mayor presented to Gold Star Realty Santa Float

5. People's Choice

Mayor presented to Hampton Inn – Ashland City

#### **PUBLIC FORUM**

6. Procedure for Speaking Before the Council

None.

#### **REPORTS**

7. City Attorney

None other than what is on the agenda.

8. Josh Wright Update

Mr. Wright gave an update on the City Projects.

#### **UNFINISHED BUSINESS**

9. City Administrator Search - Gary Jaeckel

A motion was made by Vice Mayor Greer, Seconded by Councilman Kerrigan, to turn over the hiring process to MTAS. Voting Yea: Vice Mayor Greer, Councilman Kerrigan, Councilman Thompson, Councilman Adkins, Councilman Young, Councilman Smith, and Mayor Smith

10. Home Visiting Program for Community Seniors

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to allow this program with the understanding insurance requires no entry to the home. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith

11. Senior Center Name Change, Logo Change, and Age Qualification Change

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to change the name of the center. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Adkins, Councilman Young, and Mayor Smith Voting Nea: Councilman Kerrigan

12. Sycamore Street Water Line Discussion

Removed from agenda during the approval of the agenda.

13. Ordinance: Amend Code of Ethics

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to approve this ordinance. Voting Yea: Councilman Thompson, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, Councilman Smith, and Mayor Smith

14. Ordinance: Amend Zoning Article V, Section 5.053.2(C) I-2 Special Exceptions

A motion was made by Vice Mayor Greer, Seconded by Councilman Thompson, to approve this ordinance. Voting Yea: Vice Mayor Greer, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, Councilman Smith, and Mayor Smith

15. ACES Ball Field Agreement

A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve this agreement. Voting Yea: Councilman Thompson, Councilman Young, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Smith, and Mayor Smith

16. Corp of Engineers Contract

A motion was made by Councilman Thompson, Seconded by Vice Mayor Greer, to defer until January. All approved by voice vote.

17. Resolution: Charter Change Election

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to leave it as it is and do nothing. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Young, and Mayor Smith Voting Nea: Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins

#### **NEW BUSINESS**

18. Senior Center - Parking Lot

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to proceed with the additional parking. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith

19. R. J. Corman Railroad Company - Second Amendment Ashland City Recreation Trail

A motion was made by V, Seconded by Vice Mayor Greer, to approve the agreement. Voting Yea: Councilman Kerrigan, Vice Mayor Greer, Councilman Thompson, Councilman Adkins, Councilman Young, Councilman Smith, and Mayor Smith

RO. Senior Center Dance Lease Discussion

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to defer this item. All approved by voice vote.

21. Cheatham County Special Olympics Polar Plunge Donation

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve a donation of \$1,500. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Greer, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith

22. Ortex Agreement - Fire Hall

A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to approve this agreement. Voting Yea: Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith

23. CSR Engineering Agreement

A motion was made by Vice Mayor Greer, Seconded by Councilman Young, to approve this agreement. Voting Yea: Vice Mayor Greer, Councilman Young, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Smith, and Mayor Smith

24. Grant: VCIF Formula Amendment #51983

A motion was made by Vice Mayor Greer, Seconded by Councilman Smith, to approve this grant contract. Voting Yea: Vice Mayor Greer, Councilman Smith, Councilman Thompson, Councilman Kerrigan, Councilman Adkins, Councilman Young, and Mayor Smith

#### **SURPLUS PROPERTY NOMINATIONS**

25. Canon Image Runner Advance C2030 Printer - Fire Station 2

A motion was made by Councilman Kerrigan, Seconded by Councilman Smith, to surplus this item. Voting Yea: Councilman Kerrigan, Councilman Smith, Councilman Thompson, Vice Mayor Greer, Councilman Adkins, Councilman Young, and Mayor Smith

#### **EXPENDITURE REQUESTS**

26. Request to Bid: Scada System - Water Treatment Plant

A motion was made by Councilman Thompson, Seconded by Councilman Kerrigan, to bid this item. Voting Yea: Councilman Thompson, Councilman Kerrigan, Vice Mayor Greer, Councilman Adkins, Councilman Young, Councilman Smith, and Mayor Smith

#### **OTHER**

27. City Recorder Discussion

A motion was made by Councilman Adkins, Seconded by Vice Mayor Greer, to close the open position and interview the additional two candidates in January. All approved by voice vote.

#### **ADJOURNMENT**

A motion was made by Councilman Smith, approved by voice vote and the meeting a	, Seconded by Vice Mayor Greer, to adjourn the meeting. All djourned at 6:47 p.m.
MAYOR JT SMITH	INTERIM CITY RECORDER

#### **ORDINANCE** #

# AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 1, CHAPTER 4: Code of Ethics

**WHEREAS,** upon review of the Town's Code of Ethics, the Mayor and Council want to make amendments to the current policy which the Board has determined will be more efficient in handling investigations.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 1, Chapter 4, Section 1-402 (d) shall be deleted in its entirety.

Title 1, Chapter 4, 1-410 be deleted in it's entirety and replaced as follows:

#### 1-410. Ethics complaints.

- (1) The city attorney is designated as the ethics officer of the Town. Upon the written request of an official or employee potentially affected by a provision of this chapter, the city attorney may render an oral or written advisory ethics opinion based upon this chapter and other applicable law.
- (2) (a) Except as otherwise provided in this subsection, the city attorney shall investigate any credible complaint against an appointed official or employee charging any violation of this chapter, or may undertake an investigation on his/her own initiative when he/she acquires information indicating a possible violation, and make recommendations for action to end or seek retribution for any activity that, in the attorney's judgment, constitutes a violation of this code of ethics.
  - (b) The city attorney may request the Town Council to hire another attorney, individual, or entity to act as ethics officer when he/she has or will have a conflict of interest in a particular matter or when the city attorney believes that the best interest of the city will be served with another attorney, individual, or entity.
  - (c) When a complaint of a violation of any provision of this chapter is lodged against a member of the Town Council, the Town Council shall either determine that the complaint has merit, determine that the complaint does not have merit, or determine that the complaint has sufficient merit to warrant further investigation. If the Town Council determines that a complaint warrants further investigation, it shall authorize an investigation by the city attorney or another individual or entity chosen by the Town council.
- (3) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.
- (4) When a violation of this code of ethics also constitutes a violation of personnel policy, rule, or regulation or a civil service policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel or civil service provisions rather than as a violation of this code of ethics.

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

1st reading 2nd reading		
Attest:		
Mayor JT Smith	City Recorder	

#### THRIVE 55+ ASHLAND CITY

#### LEASE AGREEMENT

#### FRIDAY NIGHT DANCE

This lease agreement is for rental of the Thrive 55+ Ashland City center for Friday night dances. This lease agreement is for 6 months beginning Friday, January 19<sup>th</sup>, 2024 through June, 30, 2024. The purpose of the rental is to provide a non-alcoholic dance venue open to the public. Thrive 55+ Ashland City will be referred to as the lessor and Willie Watson, Christine Watson and Carolyn Dorris will be referred to as the lessees. The following terms and conditions are stated below:

- 1. Rental cost of the property is \$25.00 per month. Payment will be made to the lessor prior to the 30<sup>th</sup> of each month for the duration of the term lease.
- 2. All admission fees and band tips will be retained by the lessee.
- 3. Lessor will have the rental space ready and available for operation to lessee by 5:00 pm each Friday. This entails a clean facility including stocked and ready restrooms with chairs in place for the evening's event according to the lessee's specifications.
- 4. Hours of operation will be from 7:00 pm to 10:00 pm. Doors will open at 6:00 pm and close by 11:00 pm.
- 5. Patrons 12 years of age and older will be allowed to attend the event but must be accompanied by an adult at all times. Children under 18 are not permitted to use the pool tables or shuffleboard table.
- 6. Lessee will provide a liability insurance policy in the amount of \$1,000,000. A copy of the policy will be provided to the lessor.
- 7. Lessee will be provided a cooler of ice from the ice machine and may have use of the coffee pot. Lessee will be responsible for cleanup of said equipment. Food, drinks, and disposable supplies will be provided by lessee.
- 8. Lessee will be provided a key to the facility for band set up. Lessee is responsible for turning off all lights and locking all doors of the facility per instructions provided by the lessor upon closing the center at the end of each dance.
- 9. Lessee will ensure cleanup of the facility after each event to include putting away extra chairs on rack, sweeping used areas, mopping up any spills, cleaning any tables used and disposal of all trash into the outside dumpster.
- 10. Lessor will make no changes to the facility.
- 11. Lessor will obtain permission from center director to decorate for special events.
- 12. Lessor and lessee will each have the option to renew or cancel said lease agreement with a 30-day written notice.

 JT Smith – Mayor Town of Ashland City	Date	Willie Watson – Lessee	Date
·		Christine Watson – Lessee	Date
		Carolyn Dorris – Lessee	Date



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this continuate account regime to	<u> </u>		CONTACT Micho				
PRODUCER			NAME: MICHA	el Bresson	FAV		
Trey Bowen Legacy Insurance			PHONE (A/C, No, Ext): (931) 538-1655 FAX (A/C, No): (931) 538-1654				
2017 Wilma Rudolph Blvd			E-MAIL ADDRESS: micha	el@insureatleg	acy.com		
				NSURER(S) AFFO	RDING COVERAGE	NAIC#	
Clarksville		TN 37040	INSURER A: State	National Insura	ance Company, Inc.	12831	
INSURED			INSURER B :				
Christine Watson			INSURER C :				
3019 Highland Dr			INSURER D :				
			INSURER E :				
Greenbrier		TN 37073	INSURER F :				
COVERAGES CER	TIFICA	ATE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RICERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTAI POLICIE	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRA DED BY THE POLICED BEEN REDUCED B	CT OR OTHER CIES DESCRIBE BY PAID CLAIMS	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	T TO WHICH THIS	
INSR LTR TYPE OF INSURANCE	ADDL SU		POLICY EF (MM/DD/YYY	POLICY EXP (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY				**		1,000,000	
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000	
					MED EXP (Any one person) \$	15,000	
Aa	Y	NXT7CYRWQW-00-GL	12/26/202	3 12/26/2024	PERSONAL & ADV INJURY \$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000	
POLICY PRO-					PRODUCTS - COMP/OP AGG \$	2,000,000	
OTHER:					\$		
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)		
ANY AUTO					BODILY INJURY (Per person) \$		
OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident) \$		
HIRED NON-OWNED AUTOS ONLY				1	PROPERTY DAMAGE (Per accident) \$		
AUTOS GNET					\$		
UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$		
EXCESS LIAB CLAIMS-MADE					AGGREGATE \$		
DED RETENTION \$					s		
WORKERS COMPENSATION					PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT \$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (AC	ORD 101, Additional Remarks Schedu	ale, may be attached if	nore space is requi	red)		
Event Planner for Dances held at The Sent	or Cent	ter at Ashland City.					
CERTIFICATE HOLDER			CANCELLATIO	N			
			THE EXPIRAT	ION DATE TH	DESCRIBED POLICIES BE CA IEREOF, NOTICE WILL BI CYPROVISIONS.		
			AUTHORIZED REPRE	SENTATIVE			
			Michael Bressor	- Legacy Insui	rance		

© 1988-2015 ACORD CORPORATION. All rights reserved.



# GOVERNMENTAL GRANT CONTRACT

AGRICUM MMER 1796	(cost reiml		0		a federa	l or Tennesse	e local (	governmental entity or their
Begin Da	te	End	End Date		Agenc	Agency Tracking #		Edison ID
J	January 16, 20	24	April 2, 2028			33501-244	8103	Non-Edison Contract 77734-100
Grantee L	egal Entity Nam	e						Edison Vendor ID
Towr	of Ashland C	ity						0000001534
Subrecipi	ient or Recipient		Assist	tance Listing	Numbe	r		
	ubrecipient							
⊠R	ecipient		Grant	ee's fiscal ye	ar end			
	caption (one line	• ,						
	t funds to local opment expens							ig, and professional emy
Funding -	 State	Federal		Interdeparti	montal	Other	Тот	AL Grant Contract Amount
2024	\$40,000.00	reuerai		mterdeparti	illelitai	Other	101	\$40,000.00
2025	\$40,000.00							\$40,000.00
2026	\$40,000.00							\$40,000.00
2027	\$40,000.00							\$40,000.00
2028	\$40,000.00							\$40,000.00
TOTAL:	\$200,000.00							\$200,000.00
Grantee S	Selection Proces	s Summar	у					
⊠ Com	petitive Selectio	n	del		Central	Procurement		rement pursuant to authority accordance with Tenn.
Non-	competitive Sele	ection						
appropriat	fficer Confirmati tion from which ob o be paid that is n gations.	ot already	ereunde encumb	er are pered to pay			CPO US	SE - GG
Speed Ch	art (optional)		ount Co ional)	ode				

- Page 10 -

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and Town of Ashland City, hereinafter referred to as the "Grantee", is for the provision of grant funds to local law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy ("TLETA"), as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001534

#### A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall remain in compliance with Peace Officer Standards and Training Commission rules and regulations found at https://publications.tnsosfiles.com/rules/1110/1110.htm.
- A.3. The Grantee may hire an individual after May 1, 2023, as a law enforcement officer who is not certified as a law enforcement officer in Tennessee, ("new officer") as of the effective date of Delegated Grant Authority 77734. Each officer shall be sent to the TLETA Basic Training Academy and successfully complete the program before the Grantee can make request for payment. The Grantee is not entitled to receive any grant funds for officers who do not graduate from the TLETA Basic Training Academy.
- A.4. The Grantee shall assign the enrolled officer to a law enforcement function. For the purposes of this Grant Contract, a law enforcement function does not include correctional assignments, inmate transportation, dispatch, or other roles that do not involve the prevention or detection of crime.

#### B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on January 16, 2024, ("Effective Date") and end on April 2, 2028 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

#### C. PAYMENT TERMS AND CONDITIONS:

- C.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Grant Contract exceed Two Hundred Thousand Dollars (\$200,000.00) ("Maximum Liability").
- C.2. <u>Compensation Firm</u>. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The tiers establishing the incidental cost-sharing assistance amounts below are based on the most current version of the Ability to Pay Index<sup>59</sup> (ATPI) in the county or city for which the Grantee has jurisdiction for the duration of the Grant Contract and are not subject to escalation for any reason unless amended.

ATPI Range	TDEC Ranges (TLETA Tier)	Incidental Cost-Sharing Assistance
0-20	Tier 1	\$15,000
30-40	Tier 2	\$12,000

<sup>59</sup> https://utextensionced.tennessee.edu/ability-to-pay-index/

-

50-60	Tier 3	\$9,000
70-100	Tier 4	\$5,000

- C.3. Payment Methodology. The Grantee shall be paid the amount in Section C.2. corresponding to the ATPI Range for the county or city for which the Grantee has jurisdiction at the time an invoice is submitted, not to the exceed the Maximum Liability established in Section C.1., for each new officer who has successfully completed TLETA's Basic Training Academy as set out in Section A.3.
- C.4. <u>Travel Compensation</u>. The Grantee shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. <a href="Invoice Requirements">Invoice Requirements</a>. The Grantee shall submit the Cost Sharing Grant Invoice (Attachment B), and all supporting documentation determined necessary by the State, no less than ninety (90) days after TLETA's graduation, verifying the number of new officers employed by Grantee who completed TLETA's Basic Training Academy as required by Section A.3. since the last invoice (or since the Effective Date, if this is the first invoice) and certifying that all such officers have been assigned as required by Section A.4. to:

William "Chip" Kain, Director Tennessee Law Enforcement Training Academy 3025 Lebanon Pike Nashville, TN 37214 TLETA.grants@tn.gov

- a. The Grantee understands and agrees to all of the following:
  - (1) A claim under this Grant Contract shall include only reimbursement requests for new officers employed by Grantee who complete TLETA's Basic Training Academy according to the Grant Budget.
  - (2) A claim under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) A claim under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
  - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.7. <u>Indirect Cost</u>. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. <u>Cost Allocation</u>. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.12. <u>Prerequisite Documentation</u>. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
  - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall be responsible for maintaining and submitting the W-9 form and ensure the State has the accurate information on an annual basis.

#### D. STANDARD TERMS AND CONDITIONS:

- D.1. <u>Required Approvals</u>. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. <u>Termination for Cause</u>. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. <u>Subcontracting</u>. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. <u>Conflicts of Interest</u>. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

William "Chip" Kain, Director Tennessee Law Enforcement Training Academy 3025 Lebanon Pike Nashville, TN 37214 William.kain@tn.gov

The Grantee:

Charles T. McEachron
Town of Ashland City/Ashland City Police Department
233 Tennessee Waltz Pkwy
Ashland City, TN 37015
charles.mceachron@ashlandcitytn.gov
Telephone #615-792-5618

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

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

- D.9. <u>Subject to Funds Availability</u>. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <u>HIPAA Compliance</u>. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
  - a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting quides.

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. <u>Progress Reports</u>. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

D.20. <u>Procurement</u>. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written

justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317 — 200.326 when procuring property and services under a federal award.

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

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

- D.21. <u>Strict Performance</u>. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. <u>Limitation of State's Liability</u>. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Maieure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this

- Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. <u>Tennessee Department of Revenue Registration</u>. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. <u>Charges to Service Recipients Prohibited</u>. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl</a>
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. <u>Completeness</u>. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. <u>Debarment and Suspension.</u> The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. <u>Confidentiality of Records</u>. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

#### E. SPECIAL TERMS AND CONDITIONS:

CARTER LAWRENCE, COMMISSIONER

IN WITNESS WHEREOF,
TOWN OF ASHLAND CITY:

E.1. <u>Conflicting Terms and Conditions</u>. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

GRANTEE SIGNATURE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

DATE

ITEM # 7.

# ATTACHMENT A Grantee Application



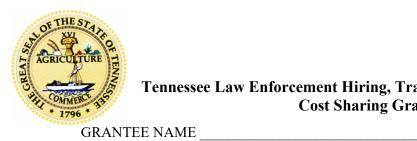
#### APPLICATION FOR TENNESSEE LAW ENFORCEMENT HIRING, TRAINING AND RECRUITMENT PROGRAM COST SHARING



Participation in this Tennessee Law Enforcement Hiring, Training, and Recruitment Program is voluntary. By signing this document, you are agreeing to abide by the terms of the executed Contract and to submit information requested by the Tennessee Law Enforcement Training Academy as requested. By signing this agreement, you also understand you are responsible for requesting funds and maintaining compliance with all Peace Officer Standards and Training (POST) Commission rules of this program and other state and federal laws. Failure to maintain compliance with the Contract may result in Contract termination.

Agency/Department Name: Ashland City	Police Departm	ient		
Name of Agency/Department Head: Kenny	<sup>,</sup> Ray			
Mailing Address 233 Tennessee Waltz	Pkwy	City As	shland City	
State TN Zip Code 37015	County Cheatha		(include area code)	
Chief/Sheriff E-Mail: kenny.ray@ashlan	dcitytn.gov			
Agency/Department FEIN 62-6000293	Edison :	Supplier ID		
	. 0	No. 1997		
<b>Grant Budget:</b> Estimate the number of				
(5) years at <u>70</u>	ATPI range of\$	5,000.00	for reimbursement per ca	det.
*Please include a copy of the Department Authorized Representative of Agency/Dep Email of Authorized Representative Charl	partment: Charles	T. McEac	hron	
Email of Authorized Representative or an	es.meacmone	gasiliariudi	tytii.gov	
Telephone of Authorized Representative	615-792-5618			
I, under the penalty of perjury (T.C.A. § 39 complete.	9-16-701), certify th	at the inform	ation provided in this application is correc	t and
I certify that the information given in this Agency/Department am approved, the Ag				if the
Lenley			09/07/2023	
Head of Agency/Department			Date	

## **ATTACHMENT B Grant Budget**



## Tennessee Law Enforcement Hiring, Training, and Recruitment Program **Cost Sharing Grant Invoice**

GRANTEE N	MAILING ADDR	ESS			
GRANTEE C	CITY STATE ZIP	CODE			
GRANTEE E	EDISON ID	(	GRANT C	ONTRACT NUMBE	ER
GRANTEE C	CITY OR COUNT	TY (FOR ATPI)			
TLETA GRA	DUATION DAT	E			
Ability to Pay	Index <sup>60</sup> (ATPI) ment Training Ac	Range. Then indica	te below v		ated to determine the ted from the Tennessee our agency and calculate
I	Names of Officers	who graduated from	TLETA (	attach a separate shee	et, if needed)
Officer Name		Officer PSID	Office	r Name	Officer PSID
Officers by A	ATPI	TDEC D			
# Officers	ATPI Range	TDEC Ranges (TLETA Tiers)	X	Cost	Total
	0 - 20	Tier 1	X	\$15,000.00	
	30 - 40	Tier 2	X	\$12,000.00	
	50 - 60	Tier 3	X	\$9,000.00	
	70 - 100	Tier 4	X	\$5,000.00	
Name of Law l	Enforcement Agenc	су			
	hief:			Date:	

ITEM # 7.

<sup>60</sup> https://utextensionced.tennessee.edu/ability-to-pay-index/

#### **ATTACHMENT C**

## **Parent Child Information**

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

nation of at least one	other entity.
other entity's IRS fili	ng.
Yes	No
plicable, of any child	l entities.
Yes	No
	<del></del>
r is a social secur	rity number, this form
Avenue	ager
210	
	<del></del>
	Yes plicable, of any child Yes r is a social secur ts Program Mana see Tower Avenue 243

The mission of the Ashland City Farmers market is to promote and sell locally grown food, and to develop and build a stronger community within the city.

Dates: June 1st thru August 31st, 2024.

**Location**: Lacrosse Pavilion @ River Bluff Park, 175 Old Cumberland Street, Ashland City, TN 37015 **Hours**: Open daily Monday –Sunday 7 am to 7 pm and **Saturday mornings 9 am to 12 pm.** 

ANY VENDOR, wanting to use the market during the open dates/times, needs to complete an application for the season. Any questions please email the actnmarketmgr@ashlandcitytn.gov or call (615) 487-2351

Thank you to all our past vendors and those interested in joining us for this exciting new season! Please complete a vendor application to be considered for the market. Vendors must be approved before submitting payment. Applications can be found online at <a href="www.ashlandcitytn.gov">www.ashlandcitytn.gov</a>, or in person at Public Works. Applications are due by April 30th, 2024. The fee is \$50 for the season or \$25 for half a season (7 Saturdays). If a vendor wants an additional spot, the fee will be \$25. Fee may be mailed in after application has been approved to: Town of Ashland City, P. O. Box 36, Ashland City, TN 37015, paid by phone (615) 792-4211 ext. 5232 for a fee, or dropped off at Public Works at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN 37015

#### **Market Rules/Regulations**

The following are the rules/guidelines for the Ashland City Farmers & Artisans Market. Failure to follow any rules will result in a verbal warning and/or release of vendor from the market. By signing the application, the vendor agrees to the following:

- 1. Vendors must maintain a booth presence for the advertised season.
- 2. No canned goods may be sold at the market without prior authorization from the market manager.
- 3. All high-acid products and fermented products must be made in a commercial kitchen.
- 4. **All items intended to sell** at the market for the season must be listed on the application.
- 5. All produce/meat must comply with **TN Department of Agriculture** guidelines.
- 6. Meat vendors must provide a copy of a TDA meat permit.
- 7. Pricing for all items must be clearly visible for customers.
- 8. All crafts must be handmade by local or regional artists.
- 9. Every vendor selling produce by the pound must have certified scales.
- 10. All farms are subject to inspection at any time before or during the season. The vendor must agree to allow representative of the Ashland City Farmers' Market and /or UT Extension office from Cheatham County to inspect the farm to verify the vendor is growing or making all products offered for sale.
- 11. Food Truck vendors must follow current city ordinance #503.
- 12. If tents are used at the market, weights must be used to secure the tents.
- 13. No smoking anywhere the market is established. Smokers need to be a minimum of twenty-five feet from the pavilion or market area.
- 14. Each vendor is required to make sure their assigned area is clean after the market closes.

If there are any questions about **TN Department of Agriculture** guidelines, please contact Ronnie Barron, Cheatham County's local extension office at 615-792-4420.

# Ashland City Summerfest 2024 Vendor Registration

Thank you for your interest in our annual festival. This is our 28th Summerfest. Attendance is usually between 12,000 and 15,000. Riverbluff Park is a 30-acre park on the Cumberland River, 175 Old Cumberland St, Ashland City, TN 37015 on the corner of Hwy 49 W and TN Waltz Pkwy.

Summerfest 2024 dates are June 4-8, 2024; time is from 6 p.m. – 10 p.m.

Applications and paym	ent will be accepted until N	1ay 31st, 2024.	
NAME:			
ADDRESS:			
PHONE:	EMAIL:(Required)		
BOOTH INFORMATION:	please circle what type of boot	h you will be offering.	
Private, Non-profit, Privat	te Non-profit, Church/Religious	s, School, Sports Associa	tion
Food, Arts/Crafts, Games,	, Information Distribution, Polit	tical, Other (please speci	ify)
How would you like your	booth to be listed or advertised	d?	
	ons for booth space and will de und a specific area by circling b nd Tree line Pavilior	pelow. We will do our be	
What size booth would yo	ou like to reserve? 10x10-\$50.	.00 20x10-\$100.00	30x10-\$150
	ectricity at your booth? If so, yr r 220-volt cord for electric and		ay an additional fee of <mark>\$20</mark> per
Circle if water or electricit	ty is needed: <u>Water Yes/No</u>	Electricity Yes	'No 110 or 220
have a trash receptacle at space. Food trucks must Department will be on the location. The set-up is fro	om 1:00 pm to 4:30 pm Monda se at 10:00 p.m. Please sign a	scarded. The city does not a common to the city guod booths. Check in at the cay and 8:00 am to 4:30 p	ot provide any amenities, just
		Signature/Date	

# **Summerfest 2024**

## **June 4-8**

If interested in becoming a vendor:

Please complete the application. Return by one of the 4 ways listed below:

- 1. Submit your application online.
- 2. **Mail to:** Town of Ashland City

Attention: City Recorder/Summerfest 2023

P.O. Box 36

Ashland City, TN 37015

- 3. **Email to:** aclark@ashlandcitytn.gov
- 4. **In person:** Public Works Building, 233 Tennessee Waltz Parkway, Suite 103 Ashland City, TN 37015.

Your application should receive a response within 1 week of receipt. Upon approval/disapproval you will receive an email instructing you how much your space will cost, how to pay for it and when payment is due. If you do not receive an email or phone call, please contact the email or phone number listed below. **Application and payment are due by May 31st, 2024.** 

Any questions about the event please email <u>aclark@ashlandcitytn.gov</u> or call 615-792-7553 ext. 5727.

Booth information for Summerfest 2024

10' Wide x 10' Deep \$50.00

20' Wide x 10' Deep \$100.00

30' Wide x 10' Deep \$150.00

These fees are for a five-day period.

The set-up is from 1:00 pm to 4:30 pm Monday (3rd) and 8:00 am to 4:30 pm Tuesday (4th).

\*Check in at the stage to find out your booth location. \*

The city does not provide any amenities, just space.

Food trucks need to be certified.

The State Health Department will be on the premises for inspection of food booths.

#### LOAN RESOLUTION

(Public Bodies)

A RESOLUTION OF THE City Council

# OF THE ASHLAND CITY TOWN OF

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

#### **Sewer System**

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

# WHEREAS, it is necessary for the ASHLAND CITY TOWN OF

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

### Five Million Six Hundred Thirty-Nine Thousand & 00 100

pursuant to the provisions of \_\_\_\_ Laws of the State of Tennessee

; an

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning. financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

- 1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
- 2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
- 3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
- 4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
- 5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
- 6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
- 7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
- 8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
- 9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
- 10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

pose of avoiding or	reducing the adverse environment	ental impacts of	the facility's construction or ope	
17. To accept a grant in	an amount not to exceed \$ $5.0$	000,000.00		
under the terms offe	ered by the Government; that th	e <b>Mayor</b>		
or appropriate in the		ments as may be	authorized and empowered to take required in regard to or as evident(s).	
specifically provided by insured by the Governme detail in the bond resolution should be found to be incompared to the Government of the G	the terms of such instrument, sent or assignee. The provisions ation or ordinance; to the extenconsistent with the provisions bernment or assignee.	shall be binding of sections 6 thr at that the provis hereof, these pro	the making or the insuring of the upon the Association as long as ough 17 hereof may be provided sions contained in such bond repositions shall be construed as co	the bonds are held or I for in more specific esolution or ordinance
The vote was:	Yeas	Nays _	Absent _	
IN WITNESS WHEREOF, th	e City Council			of the
ASHLAND CIT	Y TOWN OF		has duly adopted this resoluti	on and caused it
to be executed by the officers	below in duplicate on this		,day of	
(SEAL)			Smith	
Attest:		Title May	or	
Title				

#### CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as		of the ASHLAND CITY TOWN OF
hereby certify that the Cit		of such Association is composed of
mem	bers, of whom ,	constituting a quorum, were present at a meeting thereof duly called and
held on the	day of	; and that the foregoing resolution was adopted at such meeting
	oan from the United States Departn	nent of Agriculture, said resolution remains in effect and has not been
Dated, this	day of	
		Title

APPROVED OMB. No. 0572-0121

#### LOAN RESOLUTION

(Public Bodies)

A RESOLUTION OF THE City Council

# OF THE ASHLAND CITY TOWN OF

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

#### **Sewer System**

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

# WHEREAS, it is necessary for the ASHLAND CITY TOWN OF

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

### Five Million & 00 100

pursuant to the provisions of \_\_\_\_Laws of the State of Tennessee

<u>;</u> and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning. financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

- 1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
- 2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
- 3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
- 4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
- 5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
- 6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
- 7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
- 8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
- 9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
- 10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain

16.	are feasible and legal, su To comply with the mean	or to refusing new or adeq ch person shall have a dire sures identified in the Gov	ect right of a ernment's e	ction nviror	against the As nmental impac	ssociation or publ t analysis for this	ic body. facility for the pur-
17	pose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.  7. To accept a grant in an amount not to exceed \$						
17.		by the Government; that th					
	or appropriate in the exec	of the Associa cution of all written instru der the terms offered in sai	ments as ma	ıy be 1	required in reg		
spec insu deta shou	ifically provided by the to red by the Government or il in the bond resolution	provisions of all instrume erms of such instrument, s assignee. The provisions or ordinance; to the exten- stent with the provisions he ent or assignee.	shall be bind of sections at that the p	ling u 6 thro rovisi	upon the Assoc ugh 17 hereof ons contained	ciation as long as may be provided in such bond re	the bonds are held or for in more specific esolution or ordinance
The	vote was:	Yeas	Na	ys		Absent _	
IN WITN	NESS WHEREOF, the $\underline{\mathbf{C}}$	ty Council					of the
	ILAND CITY				has duly ado	pted this resolution	on and caused it
to be exec	cuted by the officers belo	w in duplicate on this			,	day of	
(SEAL)			By -	T S	mith		
Attest:				Mayo			
Title							

#### CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as		of the ASHLAND CITY TOWN OF
hereby certify that the Cit		of such Association is composed of
mem	bers, of whom ,	constituting a quorum, were present at a meeting thereof duly called and
held on the	day of	; and that the foregoing resolution was adopted at such meeting
	oan from the United States Departn	nent of Agriculture, said resolution remains in effect and has not been
Dated, this	day of	
		Title

## **PUBLIC NOTICE**

Regular scheduled meetings for the year 2024 for the Town of Ashland

City will be held at the Senior Center on the following dates:

Board of Zoning & Appeals 1st Monday each month 5:30 pm (when necessary)
Planning Commission 1st Monday each month 5:30 pm (when necessary)

Council Workshop 1st Tuesday each month 6:00 pm

(except for the month of January and November which will be held on the 2nd Tuesday)

Council Meeting 2nd Tuesday each month 6:00 pm

(except for the month of January and November which will be held on the 3rd Tuesday)

Beer Board 2nd Tuesday each month 6:00 pm (when necessary)

Budget as needed (advertised on city website)

Parks Board 4th Tuesday each month 6:00 pm

Agendas will be posted to the Town's website within 48 hours of each

meeting. The public is invited to attend all city meetings.

- Page 33 -

#### CHANGE ORDER NO. 2

Owner: Town of Ashland City Owner's Project No.:

Engineer: Civil & Environmental Consultants, Inc. Engineer's Project No.: 190-150 Contractor: Reeves Young, LLC Contractor's Project No.: 23701

Project: Ashland City Wastewater Treatment Plant Construction

Contract Name: Contract 321 – Ashland City Wastewater Treatment Plant Construction

Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description: Reeves – Young has submitted a time extension claim for the addition of 16 days to the overall contract time due to weather delays in 2023. The claimed days are as follows: (3) days in the month of June, (7) days in the month of July, and (6) days in the month of August. Sufficient information has been presented to the Engineer to recommend the approval of this claim based on the requirements identified in Specification section 012620 – Weather Delays.

There have also been a total of (11) proposed changes to the project scope as either value engineering items or items that have added value to the project. See below for the list and full details on each item.

- 1. Contract Adjustment of Bid Items 4, 5, & 6.
  - a. The original undercut and backfill volumes in the contract were estimated to be 3,500 CY but during excavation the contractor was required to undercut and backfill a total of 3,955.33 CY. The unit prices for undercut and crushed stone backfill are \$15/CY and \$50/CY, respectively. The total allowance for Bid Items 4, 5, & 6 was \$247,500. The cost for undercutting and backfilling 3,955.33 CY from Reeves Young was \$257,096.45. The requested adjustment for \$9,596.45 was deemed acceptable based on the provided documentation from Reeves Young. This work also required an additional 5 days to be completed.
- 2. Stainless Steel Air Piping Flanges
  - a. Change from welded neck flanges to AWWA Class SD 150 lb Plate Flanges. The proposed substitution provides a savings of \$15,250 and was deemed reasonable and fair. The substitution of flange does not alter the integrity of the design as both options require welding in the factory and are both 150-lb flanges.
- 3. PVC Electrical Conduit
  - a. Change from rigid piping to Sch 80 PVC for electrical conduit located within concrete. Rigid conduit within concrete structures is not a code requirement. The Contractor was asked to provide a proposal to allow CEC along with the Electrical Engineer and Public Works to see if the savings were sufficient to warrant the change. The savings offered was \$29,964 and it was determined to be sufficient to make the material change.
- 4. Plumbing Changes
  - a. CEC procured the services of a mechanical engineer to provide a peer review of the water service and the plumbing design for the operations building. Suggested improvements focus on health and safety of the staff and potential visitors to the facility. The changes proposed by CEC include: addition of recirculation pump to domestic water piping within control building, cold water piping to all safety showers, plumbing fixture vents at fixtures P-2 and P-4, water heater expansion tank, and 4" reduced-pressure backflow preventer located on city water line to process connections, removal of 2" double check valve backflow preventer on city water line to chemical piping, increased size of water heater to 120-gal to allow for appropriate delivery time of hot water to safety showers during

use. The proposed additions have been recommended by CEC. Reeves Young proposal is \$42,684.69 and is recommended for acceptance

#### 5. Backflow Enclosure & Fire Department Connection

a. Change of location for 6" reduced-pressure backflow preventer and addition of fire department connection. The backflow preventer is proposed to be relocated outside of the control building within a weather proof and heated enclosure for ease of access and to provide additional room for 4" backflow preventer added in change #4 listed above. A fire department connection to the domestic water piping has been added per building fire codes. The overall cost for these described additions is \$35,840.15. The work will require an additional 5 days of labor to be completed. CEC recommends acceptance.

#### 6. Forcemain Relocation @ Influent Pump Station

a. While excavating the footprint of the proposed influent pump station located at the existing wastewater treatment plant, Reeves-Young unearthed the HWY 12 forcemain within the proposed station footprint. The forcemain is to be temporarily routed to the existing septage receiving station until the project is completed. Once construction is complete, the HWY 12 forcemain will be redirected from the existing treatment plant and will be interconnected to the proposed forcemain near McQuarry St. The cost for the required relocation is \$3,409.27. CEC recommends acceptance.

#### 7. Boring Length Adjustments

a. Addition of 30' of 24" casing pipe, 25' of 16" casing pipe, and 25' of 6" casing pipe at bore located at station 36+57. The borings are required to be lengthened as listed above to ensure the boring equipment goes beyond the toe of the slope formed by Tennessee Waltz Parkway and to avoid disturbance to the fill. The cost for this lengthening is \$715/ft for the 24" casing, \$550/ft for the 16" casing, and \$375/ft for the 6" casing for a total cost of \$47,505.81 after including the contractor markup. CEC recommends acceptance.

#### 8. 16" Forcemain Valve Deduction

a. The removal of a 16" resilient seat gate valve located on the forcemain at station 30+58 has been proposed to be removed from the project. During design, the valve was placed so that the piping for the forcemain could be completed between the new wastewater treatment plant and station 30+58 and the connection to the existing HWY 12 forcemain could be made to direct a small amount of flow to the proposed plant while construction of the rest of the forcemain continued. That construction sequence was not used by Reeves-Young and the proposed valve provides no other necessary function. The offered credit for the valve removal is \$10,600. CEC has recommended acceptance.

#### 9. PVC Coatings

a. Change to no longer require Reeves-Young to provide coating on PVC process piping. The purpose of the pipeline painting requirement was to color code individual pipelines for identification of contents within pipe. This creates a continual maintenance requirement for personnel. A better alternative is to wrap the pipe with a color coded and labeled band to identify the pipeline contents. A \$15,700 credit was proposed by the Contractor. CEC has recommended acceptance.

#### Attachments:

- Weather Day Documents Combined 20240110
- Ashland City WWTP PCO 001 Unsuitable Soils
- Ashland City WWTP PCO 002 SS Pipe Flanges
- Ashland City WWTP PCO 003 PVC Conduit Deduct
- Ashland City WWTP PCO 004 Plumbing Changes
- Ashland City WWTP PCO 005 BFP & FDC Changes

- Ashland City WWTP PCO 007 Forcemain Relocation
- Ashland City WWTP PCO 008 Boring Length Cost Detail
- Ashland City WWTP PCO 010 16in Valve Deduct
- Ashland City WWTP PCO 011 PVC Coating Deduct

# Change in Contract Times [State Contract Times as either a specific date or a number of days]

**Change in Contract Price** number of days] Original Contract Price: **Original Contract Times: Substantial Completion:** 720 Days 30,745,000 Ready for final payment: 780 Days [Increase] [Decrease] from previously approved Change [Increase] [Decrease] from previously approved Orders No. 1 to No. 2 Change Orders No.1 to No. \_\_2 N/A Substantial Completion: 740,000 Ready for final payment: N/A Contract Price prior to this Change Order: Contract Times prior to this Change Order: Substantial Completion: 720 Days 30,005,000 Ready for final payment: 780 Days [Increase] [Decrease] this Change Order: [Increase] [Decrease] this Change Order: Substantial Completion: 26 Days 67,523 Ready for final payment: 26 Days Contract Times with all approved Change Orders: Contract Price incorporating this Change Order: **Substantial Completion:** 746 Days Ready for final payment: 806 Days 30,072,523

	Recommended by Engineer (if required)	Accepted by Contractor
Ву:		
Title:		
Date:		
	Authorized by Owner	Approved by Funding Agency (if applicable)
Ву:		
Title:		
Date:		



Ashland City WWTP

Period Month:

Project:

## **Adverse Weather Delays - Time Extension Claim**

Date:	12/21/2023	
	Period Start:	11/1/2023
	Period End:	11/30/2023

Claimable Weather Days to Date:	16
Recorded Weather Days for Period:	4
Specified Mean Days for Period:	6
Weather Days for This Period:	0
Claimable Weather Days for This Period:	0
Original Final Completion Date:	5/22/2025
Updated Final Completion Date:	6/7/2025

Contractor Signature: _	Benji Han	<sub>Date:</sub> 12/21/2023
Owner/Engineer Signature: _	V	Date:

NOV

<sup>\*</sup>For Data not available/not yet reported via NOAA, Reeves Young retains the right to claim adverse weather delays at a later time if this data becomes available at a later date.

<sup>\*</sup> For data not available at the Cheatham Lock & dam NOAA Station, the Clarksville NOAA Station will be

### ADVERSE WEATHER DELAYS

STANDARD BASELINE, IN DAYS:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
12	11	8	7	7	6	7	5	4	5	6	11

### Total Claimable Days: 16

### Rain Days Mud Days

NOAA Data Not Available

### ADVERSE WEATHER DELAY DAYS

ADVERSE WEATHER IS DEFINED AS THE OCCURANCE OF ONE OR MORE OF THE FOLLOWING CONDITIONS:

- 1. PRECIPITATION (RAIN, SNOW, OR ICE) IN EXCESS OF ONE-TENTH INCH LIQUID MEASURE
- 2. "Dry-Out"/"Mud Days" RAIN DAYS ABOVE STANDARD BASELINE IF HINDRANCE TO SITE ACCESS OR SITE WORK
- 3. NO GREATER THAN (1) MAKEUP DAY FOR EACH DAY OR CONSECUTIVE DAYS OF RAIN BEYOND STANDARD BASELINE 1" rain or more

Ар	r-23	May	-23	Jun	1-23	Jul-23	3	Aug	-23	Se	p-23	Oct-	23	Nov-	-23	Dec-23	Jan-24	Feb-24	Mar-24
ΑY	PRECIP	DAY	PRECIP	DAY	PRECIP	DAY	PRECIP	DAY	PRECIP	DAY	PRECIP	DAY	PRECIP	DAY	PRECIP	DAY PRECIP	DAY PRECIP	DAY PRECIP	DAY PRECI
4/1/2023	3	5/1/2023	0	6/1/2023	0.25	7/1/2023	0	8/1/2023		9/1/202	.3 0	10/1/2023		11/1/2023	0	12/1/2023	1/1/2024	2/1/2024	3/1/2024
4/2/2023	3	5/2/2023	0	6/2/2023	0.1	7/2/2023	0	8/2/2023	0	9/2/202	.3 0	10/2/2023	0	11/2/2023		12/2/2023	1/2/2024	2/2/2024	3/2/2024
4/3/2023	3	5/3/2023	0	6/3/2023	0	7/3/2023	1.47	8/3/2023	0.04	9/3/202	.3 0	10/3/2023	0	11/3/2023		12/3/2023	1/3/2024	2/3/2024	3/3/2024
4/4/2023	3	5/4/2023	0	6/4/2023	0	7/4/2023	0	8/4/2023	1.32	9/4/202	.3 0	10/4/2023	0	11/4/2023	0	12/4/2023	1/4/2024	2/4/2024	3/4/2024
4/5/2023	3	5/5/2023	0	6/5/2023	0	7/5/2023	0	8/5/2023	0	9/5/202	.3 0	10/5/2023	0	11/5/2023	0	12/5/2023	1/5/2024	2/5/2024	3/5/2024
4/6/2023	3	5/6/2023	0	6/6/2023	0	7/6/2023	0	8/6/2023	0.6	9/6/202	.3 0	10/6/2023	0.29	11/6/2023	0	12/6/2023	1/6/2024	2/6/2024	3/6/2024
4/7/2023		5/7/2023	0	6/7/2023	1	7/7/2023	0.56	8/7/2023		9/7/202		10/7/2023	0	11/7/2023	0	12/7/2023	1/7/2024	2/7/2024	3/7/2024
4/8/2023	3	5/8/2023	2	6/8/2023	0	7/8/2023	0	8/8/2023	0	9/8/202	.3 0	10/8/2023	0	11/8/2023	0	12/8/2023	1/8/2024	2/8/2024	3/8/2024
4/9/2023	3	5/9/2023	0.03	6/9/2023	0	7/9/2023	1.1	8/9/2023	0	9/9/202	.3 0	10/9/2023	0	11/9/2023	0	12/9/2023	1/9/2024	2/9/2024	3/9/2024
1/10/2023	3 0	5/10/2023	0	6/10/2023	0	7/10/2023	0.15	8/10/2023	0.75	9/10/202		10/10/2023	0	11/10/2023	0.53	12/10/2023	1/10/2024	2/10/2024	3/10/2024
/11/2023	3 0	5/11/2023	0	6/11/2023	0	7/11/2023	0	8/11/2023	0.02	9/11/202	.3 0	10/11/2023	0	11/11/2023	0	12/11/2023	1/11/2024	2/11/2024	3/11/2024
1/12/2023	3 0	5/12/2023	0.35	6/12/2023	0.23	7/12/2023	0	8/12/2023	0	9/12/202	.3 0	10/12/2023	0	11/12/2023	0	12/12/2023	1/12/2024	2/12/2024	3/12/2024
1/13/2023	_	5/13/2023	0.8	6/13/2023	0	7/13/2023	0	8/13/2023	1.27	9/13/202	.3 0	10/13/2023	0	11/13/2023	0	12/13/2023	1/13/2024	2/13/2024	3/13/2024
1/14/2023	3 0	5/14/2023	0.2	6/14/2023	0	7/14/2023	0	8/14/2023	0.1	9/14/202	.3 0	10/14/2023	0	11/14/2023	0	12/14/2023	1/14/2024	2/14/2024	3/14/2024
1/15/2023	3 0	5/15/2023	1.81	6/15/2023	0.02	7/15/2023	0.01	8/15/2023	0	9/15/202	.3 0	10/15/2023	0	11/15/2023	0	12/15/2023	1/15/2024	2/15/2024	3/15/2024
1/16/2023		5/16/2023	0	6/16/2023	0.5	7/16/2023	1.05	8/16/2023	0	9/16/202	.3 0	10/16/2023	0	11/16/2023	0	12/16/2023	1/16/2024	2/16/2024	3/16/2024
1/17/2023	3 0	5/17/2023	0	6/17/2023	0	7/17/2023	0	8/17/2023	0	9/17/202	.3 0	10/17/2023	0	11/17/2023	0	12/17/2023	1/17/2024	2/17/2024	3/17/2024
1/18/2023	3 0	5/18/2023	0	6/18/2023	0	7/18/2023	0	8/18/2023	0	9/18/202	.3 0	10/18/2023	0	11/18/2023	0	12/18/2023	1/18/2024	2/18/2024	3/18/2024
1/19/2023	3 0	5/19/2023	0	6/19/2023	0.85	7/19/2023	0.5	8/19/2023	0	9/19/202	.3 0	10/19/2023	0	11/19/2023	0	12/19/2023	1/19/2024	2/19/2024	3/19/2024
1/20/2023	3 0	5/20/2023	0	6/20/2023	0	7/20/2023	0	8/20/2023	0	9/20/202	.3 0	10/20/2023	0.28	11/20/2023	0	12/20/2023	1/20/2024	2/20/2024	3/20/2024
1/21/2023	3 0	5/21/2023	0	6/21/2023	0	7/21/2023	0	8/21/2023	0	9/21/202	.3 0	10/21/2023	0	11/21/2023	2.2	12/21/2023	1/21/2024	2/21/2024	3/21/2024
1/22/2023	1.31	5/22/2023	0	6/22/2023	0	7/22/2023	0	8/22/2023	0	9/22/202	.3 0	10/22/2023	0	11/22/2023	0	12/22/2023	1/22/2024	2/22/2024	3/22/2024
1/23/2023	0	5/23/2023	0	6/23/2023	0	7/23/2023	0	8/23/2023	0	9/23/202	.3 0	10/23/2023	0	11/23/2023	0	12/23/2023	1/23/2024	2/23/2024	3/23/2024
1/24/2023	3 0	5/24/2023	0	6/24/2023	0.09	7/24/2023	0	8/24/2023	0	9/24/202	.3 0	10/24/2023	0	11/24/2023	0	12/24/2023	1/24/2024	2/24/2024	3/24/2024
1/25/2023	3 0	5/25/2023	0	6/25/2023	0	7/25/2023	0	8/25/2023	0	9/25/202	.3 0	10/25/2023	0	11/25/2023	0	12/25/2023	1/25/2024	2/25/2024	3/25/2024
1/26/2023	3 0	5/26/2023	0	6/26/2023	0	7/26/2023	0	8/26/2023	0	9/26/202	.3 0	10/26/2023	0	11/26/2023	0	12/26/2023	1/26/2024	2/26/2024	3/26/2024
1/27/2023	3 0	5/27/2023	0	6/27/2023	0	7/27/2023	0	8/27/2023	0.14	9/27/202	.3 0	10/27/2023	0	11/27/2023	0	12/27/2023	1/27/2024	2/27/2024	3/27/2024
1/28/2023	0.65	5/28/2023	0	6/28/2023	0	7/28/2023	0	8/28/2023	0.69	9/28/202	0.03	10/28/2023	0	11/28/2023	0	12/28/2023	1/28/2024	2/28/2024	3/28/2024
1/29/2023	0	5/29/2023	0	6/29/2023	0	7/29/2023	0	8/29/2023	0	9/29/202	0.97	10/29/2023	0	11/29/2023	0	12/29/2023	1/29/2024	2/29/2024	3/29/2024
1/30/2023	3 0	5/30/2023	0	6/30/2023	0.25	7/30/2023	1.8	8/30/2023	0	9/30/202	.3 0	10/30/2023	0	11/30/2023	0	12/30/2023	1/30/2024		3/30/2024
		5/31/2023	0			7/31/2023	0	8/31/2023	0			10/31/2023	0			12/31/2023	1/31/2024		3/31/2024
	1.97	_	5.19	_	2.29	_	6.64	_	4.97		1		0.57		2.73	0	0	0	C
TAL DAY	S WITH RAIN	GREATER TH	AN 0.1																
se	NOAA	Base	NOAA	Base	NOAA	Base	NOAA	Base	NOAA	Base	NOAA	Base	NOAA	Base	NOAA	Base NOAA	Base NOAA	Base NOAA	Base NOAA
7	2	7	5	6	6	7	7	5	7	4	1	5	2	6	2	11 0	<b>12</b> 0	11 0	8 (
RY-OUT D	AYS																		
	2		2		3		7		4		1		0		2				
aimable D	Days (NOAA -	- Dry-Out Exc	eds Baseli	ne)															
1	0	7	0		2	14	7	11	c	2	0		0		0		0 0	0 0	

U.S. Department of Commerce National Oceanic & Atmospheric Administration National Environmental Satellite, Data, and Information Service

Current Location: Elev: 521 ft. Lat: 36.3817° N Lon: 87.2483° W

### **Record of Climatological Observations**

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

These data are quality controlled and may not be identical to the original observations.

				ITNMT0085				Gei	nerated o	on 11/28/2023	3	Observa	ation Time Te	emperature:	Unknown Ob	servation Tim	e Precipitation	n: Unknowr
			Те	mperature (	F)			Precipitation	1		Evapo	ration			"Soil Temp	erature (F)"		
Y	M		"24 Hrs. Observat	Ending at ion Time"		24 Ho	ur Amou Observa	ints Ending	at	At Obs. Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	06	01				0.02												
2023	06	02				0.08												
2023	06	03				0.00		0.0										
2023	06	04				0.00		0.0										
2023	06	05				0.00		0.0										
2023	06	06				0.00		0.0										
2023	06	07				0.00		0.0										
2023	06	08				Т												
2023	06	09				0.00		0.0										
2023	06	10				0.00		0.0										
2023	06	11				0.00		0.0										
2023	06	12				0.12												
2023	06	13				0.00		0.0										
2023	06	14				0.00		0.0										
2023	06	15				0.02												
2023	06	16				0.50												
2023	06	17				0.00		0.0										
2023	06	18				0.00		0.0										
2023	06	19				0.36												
2023	06	20				0.05												
2023	06	21				0.23												
2023	06	22				0.22												
2023	06	23				Т												
2023	06	24				0.09												
2023	06	25				Т												
2023	06	26				0.00		0.0										
2023	06	27				0.00		0.0										
2023	06	28				0.00		0.0										
2023	06	29				0.00		0.0										
2023	06	30				0.44												
	1	Summary	0	0		2.13									•			

Empty, or blank, cells indicate that a data observation was not reported.

<sup>\*</sup>Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

<sup>&</sup>quot;s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

values in the Precipitation or Snow category above indicate a "trace" value was recorded.

cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used. ncy may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

National Environmental Satellite, Data, and Information Service Current Location: Elev: 392 ft. Lat: 36.3211° N Lon: 87.2218° W

# Record of Climatological Observations

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

These data are quality controlled and may not be identical to the original observations.

Generated on 09/25/2023

Station: <b>CH</b>	EATHAM L	OCK AND	DAM, TN US	USC004016	663			Gei	lerateu	on 09/25/2023	•		Observation	Time Temp		0 Observation	Time Precip	itation: 0600
			Te	mperature (F	<del>-</del> )			Precipitation			Evapo	ration			"Soil Temp	perature (F)"		
Y	M	_	"24 Hrs. I Observati	Ending at ion Time"		24 Ho	ur Amoi Observa	unts Ending a	at	At Obs. Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	08	01																
2023	08	02	91	62	62	0.00												
2023	08	03	83	62	69	0.04												
2023	08	04	84	66	73	1.32												
2023	08	05	83	66	71	0.00		0.0		0.0								
2023	08	06	87	71	72	0.60		0.0		0.0								
2023	08	07	91	72	76	0.04		0.0		0.0								
2023	08	08	85	65	66	0.00		0.0		0.0								
2023	08	09																
2023	08	10																
2023	08	11																
2023	08	12																
2023	08	13																
2023	08	14																
2023	08	15	88	66	67	0.00		0.0		0.0								
2023	08	16	82	60	60	0.00		0.0		0.0								
2023	08	17	81	60	65	0.00		0.0		0.0								
2023	08	18	85	65	73	0.00		0.0		0.0								
2023	08	19																
2023	08	20																
2023	08	21	92	71	73	0.00		0.0		0.0								
2023	08	22	95	73	73	0.00		0.0		0.0								
2023	08	23	96	72	73	0.00		0.0		0.0								
2023	08	24																
2023	08	25	99	73	82	0.00		0.0		0.0								
2023	08	26	97	75	81	0.00		0.0		0.0								
2023	08	27																
2023	08	28																
2023	08	29	84	67	67	0.00		0.0		0.0								
2023	08	30	86	60	61	0.00		0.0		0.0								
2023	08	31	76	57	57	0.00												
<u>'</u>		Summary	88	66		2.00											•	•

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This date subject failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

"T" - Page 40 - cipitation or Snow category above indicate a "trace" value was recorded.

cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

ITEM # 16.

Current Location: Elev: 521 ft. Lat: 36.3817° N Lon: 87.2483° W

### **Record of Climatological Observations**

These data are quality controlled and may not be identical to the original observations.

Generated on 11/28/2023

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

Station: CLARKSVILLE 13.6 SSF. TN US US1TNMT0085 Observation Time Temperature: Unknown Observation Time Precipitation: Unknown

			Te	mperature (	F)			Precipitation			Evapo	ration			"Soil Temp	erature (F)"		
Y	м	_	"24 Hrs. I Observat	Ending at ion Time"		24 Hou		unts Ending a		At Obs. Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	08	01				0.00		0.0										
2023	08	02				0.00		0.0										
2023	08	03				0.03												
2023	08	04				1.56												
2023	08	05				0.18												
2023	08	06				0.45												
2023	08	07				0.02												
2023	08	08				0.00		0.0										
2023	08	09				0.00		0.0										
2023	08	10				0.75												
2023	08	11				0.02												
2023	08	12				0.00		0.0										
2023	08	13				1.27												
2023	08	14				0.10												
2023	08	15				0.36												
2023	08	16				0.00		0.0										
2023	08	17				0.00		0.0										
2023	08	18				0.00		0.0										
2023	08	19				0.00		0.0										
2023	08	20				0.00		0.0										
2023	08	21				0.00		0.0										
2023	08	22				0.00		0.0										
2023	08	23				0.00		0.0										
2023	08	24				0.00		0.0										
2023	08	25				0.00		0.0										
2023	08	26				0.00		0.0										
2023	08	27				0.14												
2023	08	28				0.69												
2023	08	29				0.00		0.0										
2023	08	30				0.00		0.0										
2023	08	31				0.00		0.0										
		Summary	0	0		5.57		0.0							•	•		

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

- Page 41 - cipitation or Snow category above indicate a "trace" value was recorded.

cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

ITEM # 16.

National Oceanic & Atmospheric Administration National Environmental Satellite, Data, and Information Service

Current Location: Elev: 392 ft. Lat: 36.3211° N Lon: 87.2218° W

**Record of Climatological Observations** 

These data are quality controlled and may not be identical to the original observations.

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

			Tei	mperature (F	=)			Precipitation			Evapo	ration			"Soil Temi	perature (F)"		
Y	М	_	"24 Hrs. E Observati	Ending at	,	24 Ho	ur Amoi	ints Ending		At Obs. Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	09	01	86	57	59													
2023	09	02	88	59	76	0.00		0.0		0.0								
2023	09	03	82	72	76	0.00		0.0		0.0								
2023	09	04																
2023	09	05	89	72	73	0.00		0.0		0.0								
2023	09	06	89	71	73	0.00		0.0		0.0								
2023	09	07																
2023	09	08																
2023	09	09	84	63	65	0.00												
2023	09	10	82	64	65	0.00												
2023	09	11	80	63	64	0.00		0.0		0.0								
2023	09	12	75	62	63	0.00		0.0		0.0								
2023	09	13	74	62	65	0.00		0.0		0.0								
2023	09	14	82	51	53	0.00		0.0		0.0								
2023	09	15	84	51	63	0.00		0.0		0.0								
2023	09	16	71	56	65	0.00		0.0		0.0								
2023	09	17	71	56	60	0.00		0.0		0.0								
2023	09	18	78	53	58	0.00		0.0		0.0								
2023	09	19	77	52	54	0.00		0.0		0.0								
2023	09	20	81	54	58	0.00		0.0		0.0								
2023	09	21	85	58	65	0.00		0.0		0.0								
2023	09	22	70	62	70	0.00		0.0		0.0								
2023	09	23	85	56	58	0.00		0.0		0.0								
2023	09	24	87	53	55	0.00		0.0		0.0								
2023	09	25	87	53	62	0.00		0.0		0.0								
2023	09	26	89	59	60	0.00		0.0		0.0								
2023	09	27	89	60	63	0.00		0.0		0.0								
2023	09	28	87	53	66	0.03												
2023	09	29	88	66	66	0.97												
2023	09	30	88	63	64	0.00		0.0		0.0								
		Summary	83	59		1.00									1			-

Empty, or blank, cells indicate that a data observation was not reported.

<sup>\*</sup>Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

<sup>&</sup>quot;s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

values in the Precipitation or Snow category above indicate a "trace" value was recorded.

cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used. ency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

National Environmental Satellite, Data, and Information Service

#### **Record of Climatological Observations**

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

Current Location: Elev: 392 ft. Lat: 36.3211° N Lon: 87.2218° W

These data are quality controlled and may not be identical to the original observations.

			-	USC004016				Precipitation			Evapo	ration	Observation			perature (F)"		
			"24 Hrs. E		)	24 40				At Obs.	⊏чаро	Tation				1		
Υ	M	_	Observati	on Time"		24 110	bserva	unts Ending a tion Time	aı	Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	10	01																
2023	10	02	88	58	61	0.00		0.0		0.0								
2023	10	03	88	61	61	0.00		0.0		0.0								
2023	10	04	88	60	61	0.00		0.0		0.0								
2023	10	05																
2023	10	06																
2023	10	07	72	44	44	0.00												
2023	10	08	77	41	41	0.00												
2023	10	09																
2023	10	10	74	46	47	0.00		0.0		0.0								
2023	10	11	74	46	50	0.00												
2023	10	12																
2023	10	13																
2023	10	14																
2023	10	15																
2023	10	16																
2023	10	17	56	48	51	0.00		0.0		0.0								
2023	10	18	59	42	43	0.00		0.0		0.0								
2023	10	19	73	43	53	0.00		0.0		0.0								
2023	10	20																
2023	10	21	71	44	45			0.0		0.0								
2023	10	22	81	44	45	0.00		0.0		0.0								
2023	10	23	72	45	47	0.00		0.0		0.0								
2023	10	24																
2023	10	25	75	50	53			0.0		0.0								
2023	10	26	77	53	55	0.00												
2023	10	27	81	55	67	0.00												
2023	10	28	84	63	65			0.0		0.0								
2023	10	29	83	61	63			0.0		0.0								
2023	10	30	67	47	48	0.00		0.0		0.0								
2023	10	31	48	30	31	0.00		0.0		0.0								
		Summary	74	49		0.00		0.0										

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

- Page 43 - cipitation or Snow category above indicate a "trace" value was recorded.

cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

ITEM # 16.

Current Location: Elev: 521 ft. Lat: 36.3817° N Lon: 87.2483° W

#### **Record of Climatological Observations**

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

These data are quality controlled and may not be identical to the original observations.

Generated on 11/27/2023

Station: CLA	RKSVILLI	E 13.6 SSE,	TN US US1	TNMT0085				Gei	ierated	on 11/27/202	J	Observa	ation Time Te	emperature: I		servation Tim	ne Precipitation	on: Unknow
			Te	mperature (F	F)			Precipitation			Evapo	ration			"Soil Tem	perature (F)"		
Υ	M		"24 Hrs. I Observat	Ending at ion Time"		24 Ho	ur Amoi Observa	unts Ending tion Time	at	At Obs. Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	10	01				0.00		0.0										
2023	10	02				0.00		0.0										
2023	10	03				0.00		0.0										
2023	10	04				0.00		0.0										
2023	10	05				0.00		0.0										
2023	10	06				0.29												
2023	10	07				0.00												
2023	10	08				0.00		0.0										
2023	10	09				0.00		0.0										
2023	10	10				0.00		0.0										
2023	10	11				0.00		0.0										
2023	10	12				0.00		0.0										
2023	10	13				0.00		0.0										
2023	10	14				Т												
2023	10	15				Т												
2023	10	16				Т												
2023	10	17				Т												
2023	10	18				0.00		0.0										
2023	10	19				0.00		0.0										
2023	10	20				0.28												
2023	10	21				0.00		0.0										
2023	10	22				0.00		0.0										
2023	10	23				0.00		0.0										
2023	10	24				0.00		0.0										
2023	10	25				0.00		0.0										
2023	10	26				0.00		0.0										
2023	10	27				0.00		0.0										
2023	10	28																
2023	10	29																
2023	10	30				0.58												
2023	10	31				0.10												
		Summary	0	0		1.25		0.0							-			· · · · · · · · · · · · · · · · · · ·

Empty, or blank, cells indicate that a data observation was not reported.

\*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

"s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

- Page 44 - cipitation or Snow category above indicate a "trace" value was recorded.

cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

ITEM # 16.

Record of Climatological Observations

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

National Environmental Satellite, Data, and Information Service

These data are quality controlled and may not be identical to the original observations.

Generated on 12/21/2023

Observation Time Temperature: 0600 Observation Time Precipitation: 0600

Current Location: Elev: 392 ft. Lat: 36.3211° N Lon: 87.2218° W Station: CHEATHAM LOCK AND DAM, TN US USC00401663

				mperature (F				Precipitation			Evapo	ration				erature (F)"		
Y	М	•	"24 Hrs. E Observati	Ending at on Time"		24 Ho	ur Amoi Observa	unts Ending a	at	At Obs. Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	11	01	51	27	28	0.00		0.0		0.0								
2023	11	02																
2023	11	03																
2023	11	04	67	37	46	0.00		0.0		0.0								
2023	11	05	74	44	45	0.00		0.0		0.0								
2023	11	06	75	44	44	0.00		0.0		0.0								
2023	11	07	77	44	54	0.00		0.0		0.0								
2023	11	08	77	54	54	0.00		0.0		0.0								
2023	11	09	82	54	70	0.00		0.0		0.0								
2023	11	10	70	48	49	0.53		0.0		0.0								
2023	11	11																
2023	11	12																
2023	11	13																
2023	11	14	70	36	37	0.00		0.0		0.0								
2023	11	15	65	37	40	0.00		0.0		0.0								
2023	11	16	70	40	49	0.00		0.0		0.0								
2023	11	17	75	46	64			0.0		0.0								
2023	11	18	66	42	44	0.00		0.0		0.0								
2023	11	19	56	30	31	0.00		0.0		0.0								
2023	11	20	65	31	46	0.00		0.0		0.0								
2023	11	21	68	46	57	2.20		0.0		0.0								
2023	11	22	57	43	44	0.00		0.0		0.0								
2023	11	23	50	31	31	0.00												
2023	11	24																
2023	11	25	60	35	35	0.00		0.0		0.0								
2023	11	26																
2023	11	27	50	31	31	0.00		0.0		0.0								
2023	11	28	45	28	32			0.0		0.0								
2023	11	29	40	23	25	0.00		0.0		0.0								
2023	11	30																
		Summary	64	39		2.73		0.0										

Empty, or blank, cells indicate that a data observation was not reported.

<sup>\*</sup>Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

<sup>&</sup>quot;s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

<sup>&</sup>quot;T" values in the Precipitation or Snow category above indicate a "trace" value was recorded.

<sup>&</sup>quot;A" - Page 45 - cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Page 45 - cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

Enclose the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used.

U.S. Department of Commerce National Oceanic & Atmospheric Administration National Environmental Satellite, Data, and Information Service

Current Location: Elev: 521 ft. Lat: 36.3817° N Lon: 87.2483° W

### **Record of Climatological Observations**

National Centers for Environmental Information 151 Patton Avenue Asheville, North Carolina 28801

These data are quality controlled and may not be identical to the original observations.

			Te	mperature (I	F)			Precipitation			Evapo	ration			"Soil Temp	erature (F)"		
Υ	М		"24 Hrs.   Observat	Ending at ion Time"		24 Ho	ur Amoi Observa	unts Ending	at	At Obs. Time				4 in. Depth			8 in. Depth	
e a r	o n t h	D a y	Max.	Min.	At Obs.	Rain, Melted Snow, Etc. (in)	F I a g	Snow, Ice Pellets, Hail (in)	F I a g	Snow, Ice Pellets, Hail, Ice on Ground (in)	24 Hour Wind Movement (mi)	Amount of Evap. (in)	Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.
2023	11	01				0.00		0.0										
2023	11	02				0.00		0.0										
2023	11	03				0.00		0.0										
2023	11	04				0.00		0.0										
2023	11	05				0.00		0.0										
2023	11	06				0.00		0.0										
2023	11	07				0.00		0.0										
2023	11	08				0.00		0.0										
2023	11	09				0.00		0.0										
2023	11	10				0.10												
2023	11	11				0.00		0.0										
2023	11	12				0.00		0.0										
2023	11	13				0.00		0.0										
2023	11	14				0.00		0.0										
2023	11	15				0.00		0.0										
2023	11	16				0.00		0.0										
2023	11	17				0.00		0.0										
2023	11	18				0.02												
2023	11	19				0.00		0.0										
2023	11	20				0.00		0.0										
2023	11	21				2.10												
2023	11	22				0.01												
2023	11	23				0.00		0.0										
2023	11	24				0.00		0.0										
2023	11	25				0.00		0.0										
2023	11	26				0.00		0.0										
2023	11	27				0.03												
2023	11	28				0.00		0.0										
2023	11	29				0.00		0.0										
2023	11	30				0.00		0.0										
		Summary	0	0		2.26		0.0								-		

Empty, or blank, cells indicate that a data observation was not reported.

<sup>\*</sup>Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

<sup>&</sup>quot;s" This data value failed one of NCEI's quality control tests. "At Obs." = Temperature at time of observation

values in the Procipitation or Snow category above indicate a "trace" value was recorded.

cipitation Flag or the Snow Flag column indicate a multiday total, accumulated since last measurement, is being used. ency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

## REEVES 🖶 YOUNG

Kaleb Huling Civil & Environnemental Consultants, Inc. 117 Seaboard Lane, Suite E-100 Franklin, TN 37067

PCO - 001

Subject: Unsuitable Soil Allowance Overrun

Ashland City WWTP

Dear Mr. Huling,

Attached is the additional cost over and above the allowance items for undercut of unsuitable soils and backfill with crushed stone. Please note that the total amount of undercut and backfill of crushed stone was 3,955.33 CY. The estimated quantities, unit rates, and amounts of the original allowance items are outlined in the attached cost breakdown documentation.

Total Additional Cost: \$9,596.45 Total Additional Days: 5 Days

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson Reeves Young - Project Manager

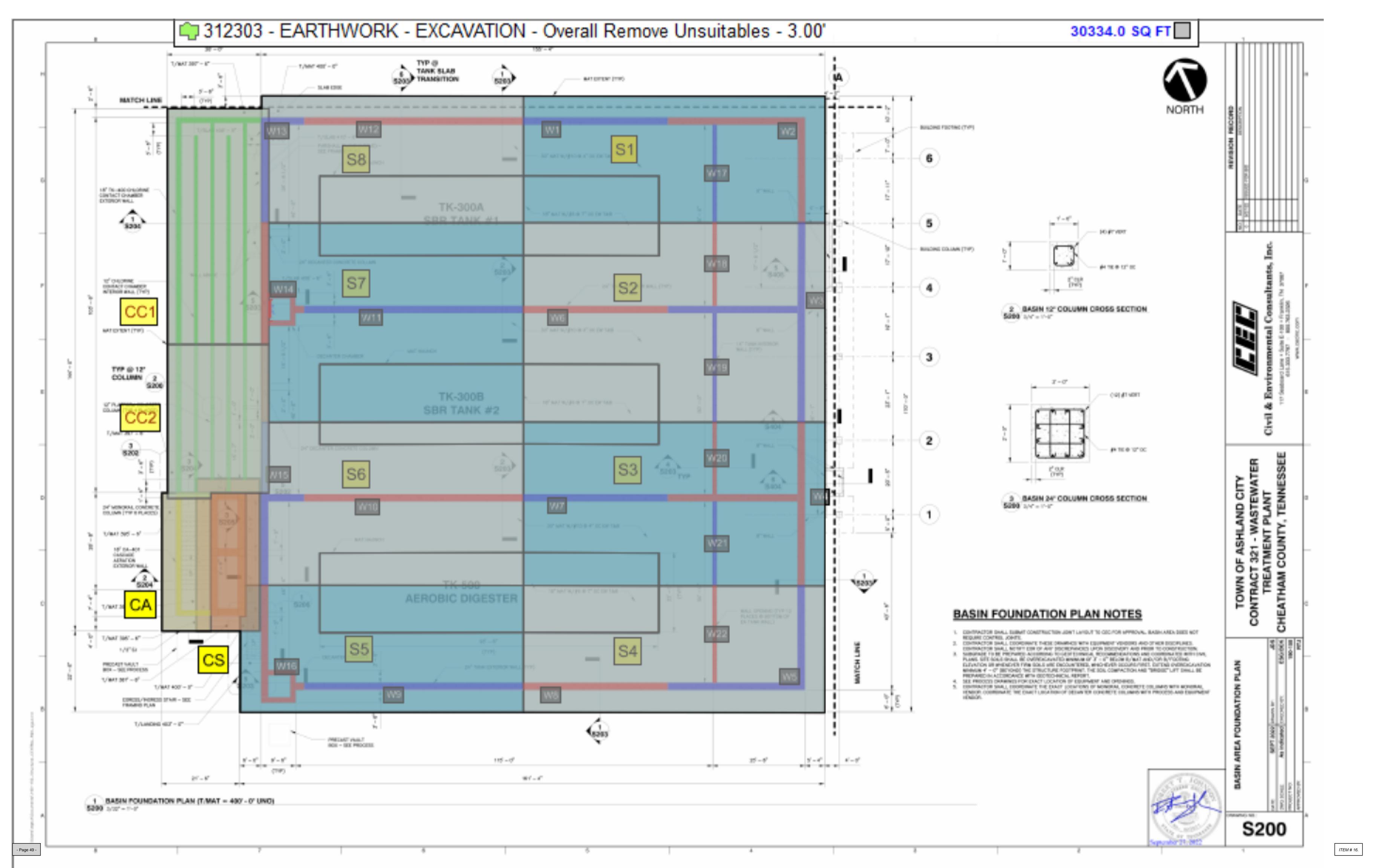
- Page 47 -

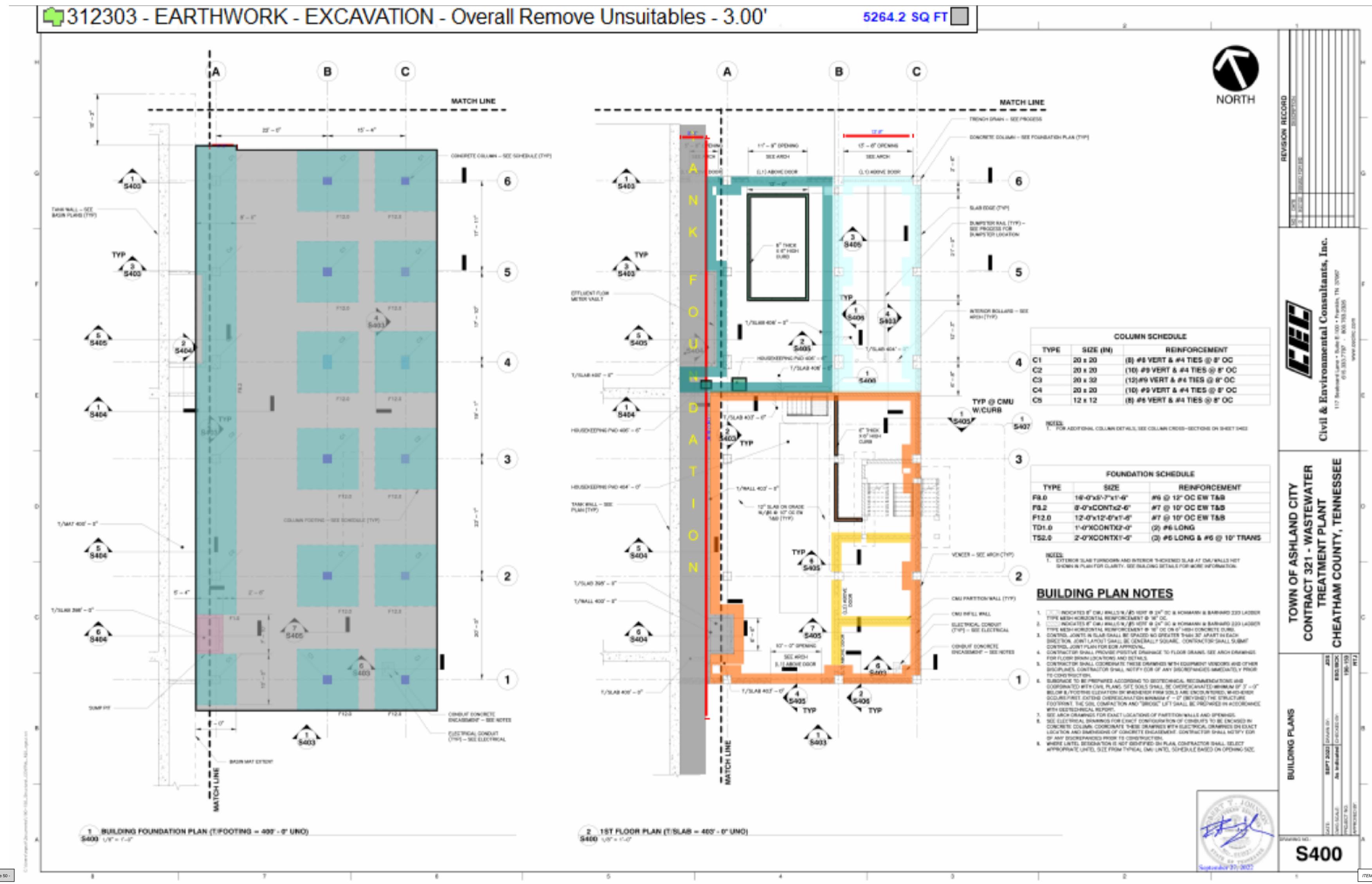
Project: Ashland City WWTP	PCO#	001
DATE OF WORK: TBD		
DESCRIPTION OF WORK:	Unsuitable Soil Allowa	ance Overrun. Referenc
for breakdown of cost increase	•	

Sheet 1 Of
CONTRACTOR: Reeves Young
ce "9.26.23 - Backup for Unsuitables" document

# **Reeves Young**

DECORIDATION	OTV	1.15.4	MAT	TERIAL		MANH	IOURS	LABO	OR		EQU	IPMENT	SUB-CC	ONTRACT			TOTAL
DESCRIPTION	QTY	UM	UNIT RATE	EXT		UNIT RATE	EXT	RATE		EXT.	UNIT RATE	EXT	UNIT RATE	ı	EXT		TOTAL
Labor/SUB																	
Total Actual Undercut	3955	CY	15	\$ 59,32	9.95		\$ -		\$	-		\$ -		\$	-	\$	59,329.95
Total Actual Crushed Stone Refill	3955	CY	50	\$ 197,76	6.50		\$ -		\$	-		\$ -		\$	_	\$	197,766.50
Estimated Undercut	3500	CY	-15	\$ (52,50	0.00)		\$ -		\$	-		\$ -		\$	-	\$	(52,500.00)
Estimated Crushed Stone Refill	2500	CY	-50	\$ (125,00	0.00)		\$ -		\$	-		\$ -		\$	-	\$	(125,000.00)
Estimated Bridge Lift	1000	CY	-70	\$ (70,00			\$ -		\$	-		\$ -		\$	-	\$	(70,000.00)
				\$	-		\$ -		\$	_		\$ -		\$	-	\$	-
	-		•		SUI	BTOTA	L LABO	₹						1		\$	9,596.45
Equipment / Materials																	
				\$	-		\$ -		\$	-		\$ -		\$	-	\$	-
				\$	-		\$ -		\$	-		\$ -		\$	-	\$	-
				\$	-		\$ -		\$	-		\$ -		\$	-	\$	-
				\$	-		\$ -		\$	-		\$ -		\$	-	\$	-
				\$	-		\$ -		\$	-		\$ -		\$	-	\$	-
				\$	-	I IIDMAE	\$ -	MATERIALC	\$	-		\$ -		\$	-	\$ \$	-
				SUBTO		SUBTO		MATERIALS								\$	9,596.45
TAX @ 9.75%				\$	-	30610	/IAL I									\$	9,090.40
Safety & Consumables (5% OF La	hor)			Ψ					\$	_						\$	
SUBTOTAL 2	30.7			\$ 9,59	6.45		0.00		\$	-		\$ -	I	\$	-	\$	9,596.45
					M	ARK UP	ON LABOR	R, MATERIALS, & EQUIP	PMENT (	(15%)			=			\$	-
					M	ARK UP	ON SUBC	ONTRACTOR (5% OF SU	UBCON <sup>-</sup>	TRACTOR)						\$	-
<u>Ashland Ci</u>	ty WWT	P					TAL COS					·	-	•		\$	9,596.45
					В	OND &	INSUR/	NCE (1.5%)									
										GRAND	TOTAL					\$	9,596.45





- Page 50 -

# **Unsuitable Soil Allowance vs. Actual Cost Breakdown**

Item #4	3,500  cy  x  15.00 /cy =	\$ 52,500.00
Undercut Unsuitable Material		
Allowance		
Item #5	2,500 cy \$ 50.00 /cy =	\$125,000.00
Crushed Stone refill Allowance		
Item #6	1,000 cy \$ 70.00 /cy =	\$ 70,000.00
Bridge Lift Wrapped in Stabilization	, ,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Fabric Allowance		
Total of Undercut Related Allowances		\$247,500.00
Actual area undercut at SBRs	30,334 sf	
Actual area undercut at Operations Building	5,264 sf	
Actual Depth of cut	3.00 If	
•		
Calculated volume of removal	106,794.00 cu ft	
	3,955.33 cu yd	
Actual quantity of undercut	3,955 cy x \$ 15.00 /cy =	\$ 59,329.95
unsuitable material	,	
Actual quantity of crushed stone	3,955 cy x \$ 50.00 /cy =	\$197,766.50
refill material		Ψ 107,700.00

Αc	tual - Anticipated	= Difference	
φ	0 506 45	The total of Items #3, #4 & #5, plus	
Φ	9,596.45	is the required change to cover difference in the current allowances	

Total allowed value of calculated quantities

\$257,096.45

## REEVES 🛧 YOUNG

10/25/2023

Kaleb Huling Civil & Environnemental Consultants, Inc. 117 Seaboard Lane, Suite E-100 Franklin, TN 37067

Subject: PCO-002 - Stainless Steel Pipe Flanges

Ashland City WWTP

Dear Mr. Huling,

This PCO is a deduct based on the allowed change from weld neck flanges to AWWA Class SD 150 lb Plate Flanges.

Total Additional Cost: (\$15,250.00) Total Additional Days: 0 Days

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson Reeves Young - Project Manager

## REEVES 🛧 YOUNG

Kaleb Huling CEC 117 Seaboard Lane, Suite E-100 Franklin, TN 37067

Subject: PCO 003 – PVC Conduit Deduct

Ashland City WWTP

Dear Mr. Huling,

This PCO is a deduct based on the allowed change allowing the electrical subcontractor to utilize SCH 80 PVC Conduit in concrete slabs.

Total Additional Cost: (\$29,964.00) Total Additional Days: 0 Days

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson, PE Project Manager <u>bhanson@reevesyoung.com</u> (864) 412-6517

- Page 53 -

## REEVES 🖶 YOUNG

Kaleb Huling CEC 117 Seaboard Lane, Suite E-100 Franklin, TN 37067

Subject: PCO 004 – Plumbing Changes

Ashland City WWTP

Dear Mr. Huling,

Attached is the proposed cost for Reeves Young to make the changes/additions to the plumbing system as requested and directed by CEC. This scope includes: upsizing the water heater to a 120 gal 24kW water heater, recirculation pump, cold water lines to safety showers, addition of plumbing fixture vents at P-2 and P-4 fixtures, water heater expansion tank, new 4" BFP, removal of 2" BFP, and cost for electrician to run power to upsized water heater and recirculation pump. This Scope of Work is a Lump Sum price. Please see attached documentation for Reeves Young breakdown in costs.

Total Additional Cost: \$42,684.69 Total Additional Days: 0 Days

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson, PE Project Manager <u>bhanson@reevesyoung.com</u> (864) 412-6517

- Page 54 -

Project Ashland City WWTP	PCO#	004	Sheet	1	Of	1
DATE OF WORK: TBD	_		CONTRA	CTOR:	Reeves Young	
DESCRIPTION OF WORK:	Plumbing changes	including: upsizing water	heater, recicula	tion pun	np and lines for safet	ty showers,
	provide 3/4" water I	ine to each safety showe	er, add vent at 2r	d floor	and at P-2 and P-4 fi	xtures,

thermal expansion tank, 4" BFP, Removal of 2" BFP

**Reeves Young** 

DESCRIPTION	Unit of	QTY.	MA	TERIAL	-	MAN	HOURS	LAB	OR		EQU	IPMEN	Т	SUB-CO	NTI	RACT	TOTAL
	Msr.		UNIT		EXT.	UNIT	EXT.	RATE		EXT.	UP	EX	Γ	UP		EXT	
Labor/SUB																	
Project Manager Coordination	HR	8.00		\$	-		\$ -	90	\$	720.00		\$	-		\$	-	\$ 720.00
JBS Plumbing Cost	LS	1.00		\$	-		\$ -		\$			\$	-	\$ 33,487.00	\$	33,487.00	\$ 33,487.00
Electrical Changes (Trans Elect)	LS	1.00		\$	-		\$ -		\$	-		\$	-	\$ 5,770.60	\$	5,770.60	\$ 5,770.60
				\$	-		\$ -		\$	-		\$	-		\$	-	\$ -
				\$	-		\$ -		\$	-		\$	-		\$	-	\$ -
				\$	-		\$ -		\$	-		\$	-		\$	-	\$ -
					5	SUBTOTA	AL LABOR										\$ 39,977.60
Equipment / Materials													•				
				\$	-		\$ -		\$	-		\$	-		\$	-	\$ -
				\$	-		\$ -		\$	-		\$	-		\$	-	\$ -
				SI	IRTOTAL F	-∩HDMI	-NT AND	MATERIALS									\$ 
				- 00	BIOIALI		OTAL 1	WATERIALO									\$ 39,977.60
TAX @ 9.25%				\$	-		.,										\$ -
Safety & Consumables (5% OF La	bor)								\$	36.00							\$ -
SUBTOTAL 2				\$	-	l	0.00		\$	756.00		\$	-		\$	39,257.60	\$ 39,977.60
						MARK UF	ON LABOR	MATERIALS, & EQUIF	PMENT	(15%)							\$ 113.40
						MARK UF	ON SUBCO	NTRACTOR (5% OF S	UBCON	TRACTOR)							\$ 1,962.88
Ashland Cit	ty WWT	<u>P</u>					TAL COS										\$ 42,053.88
						BOND 8	k INSURA	NCE (1.5%)									\$ 630.81
									(	GRAND T	TOTAL	ı					\$ 42,684.69

## REEVES 🖶 YOUNG

Kaleb Huling CEC 117 Seaboard Lane, Suite E-100 Franklin, TN 37067

Subject: PCO 005 – BFP Relocation, FDC Addition, and BFP Hotbox

Ashland City WWTP

Dear Mr. Huling,

Attached is the proposed cost for Reeves Young to make the changes/additions to the 6" potable water backflow preventor location, addition of hotbox for the BFP, new fire sprinkler piping, and addition of Fire Department Connection as requested by CEC and further outlined in RFI 12. This Scope of Work is a Lump Sum price. Please see attached documentation for Reeves Young breakdown in costs.

Total Additional Cost: \$35,840.15 Total Additional Days: 5 Days

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson, PE Project Manager <u>bhanson@reevesyoung.com</u> (864) 412-6517 Project: Ashland City WWTP PCO# 005 Sheet 1 Of 1

DATE OF WORK: TBD CONTRACTOR: Reeves Young

DESCRIPTION OF WORK: Addition of piping for Fire Sprinkler system and FDC. Relocation of 6" BFP and addition of BFP "Hotbox" enclosure. Anticipated to sit on 8" thick Pad

**Reeves Young** 

DECODIDATION	OT)	1184	МАТ	TERIAL	MAN	HOURS	LABO	OR		EQU	JIPME	ENT	SUB-CC	NTF	RACT		TOTAL
DESCRIPTION	QTY	UM	UNIT RATE	EXT	UNIT RATE	EXT	RATE		EXT.	UNIT RATE	E	XT	UNIT RATE		EXT		TOTAL
Labor/SUB																	
Project Manager Coordination	4	HR		\$ -		\$ -	90	\$	360.00		\$	-		\$	-	\$	360.00
Superintendent	8	HR		\$ -		\$ -	85	\$	680.00		\$	-		\$	-	\$	680.00
Operator	10	HR		\$ -		\$ -	40	\$	400.00		\$	-		\$	-	\$	400.00
Multiskilled Laborer	20	HR		\$ -		\$ -	35	\$	700.00		\$	-		\$	-	\$	700.00
Concrete Slab	2	CY		\$ -		\$ -		\$	_		\$	-	\$ 1,500.00	\$	3,000.00	\$	3,000.00
Electrical Work (Trans Elect.)	1	LS		\$ -		\$ -		\$	_		\$	-	\$ 4,185.50	\$		\$	4,185.50
· · · · · · · · · · · · · · · · · · ·				\$ -	1	\$ -		\$	_		\$	_		\$	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	-
					SUBTOTA	AL LABOR		, ,		ı				, ,		\$	9,325.50
Equipment / Materials																	
Piping Material	1	EA	\$3,745.48	\$ 3,745.48		\$ -		\$	-		\$	-		\$	-	\$	3,745.48
Hotbox Enclosure	1	EA	\$ 14,706.32	\$ 14,706.32		\$ -		\$	-		\$	-		\$	-	\$	14,706.32
FDC	1	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$	-		\$	-		\$	-	\$	1,500.00
				\$ -		\$ -		\$	-		\$	-		\$	-	\$	-
				\$ -		\$ -		\$	-		\$	-		\$	•	\$	-
				\$ -		\$ -		\$	-		\$	-		\$	-	\$	-
				SUBTOTAL			MATERIALS									\$	19,951.80
TAY @ 0.75%				Φ 4.045.00		OTAL 1										\$	29,277.30
TAX @ 9.75%	- 1>			\$ 1,945.30				Φ.	407.00							\$	1,945.30
Safety & Consumables (5% OF La	abor)			<b>A</b> 04 007 40		0.00		\$	107.00		Φ.			Φ.	7.405.50	\$	107.00
SUBTOTAL 2				\$ 21,897.10		0.00			2,247.00		\$	-		<b>\$</b>	7,185.50		31,329.60
							, MATERIALS, & EQUIP		, ,							\$	3,621.62
						TAL COS	NTRACTOR (5% OF SU	)RCON	NIRACTOR)							\$	359.28
<u>Ashland C</u>	<u>ity wwi i</u>	P _					I NCE (1.5%)									D C	35,310.49 529.66
					BOND (	X INSURA	NCE (1.5%)		CDAND:	TOTAL						Φ.	
									GRAND	IUIAL	•					Þ	35,840.15

## REEVES 🖶 YOUNG

Kaleb Huling CEC 117 Seaboard Lane, Suite E-100 Franklin, TN 37067

Subject: PCO 007 – Forcemain Bypass at New IPS Location

Ashland City WWTP

Dear Mr. Huling,

Attached is the proposed cost for Reeves Young to install the bypass of the 6" existing forcemain at the existing WWTP. This bypass is necessary in order to be able to install our shoring for the new pump station excavation as well as installation of the pump station itself. This Scope of Work is a Lump Sum price. Please see attached documentation for Reeves Young breakdown in costs.

Total Additional Cost: \$3,409.27 Total Additional Days: 0 Days

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson, PE Project Manager <u>bhanson@reevesyoung.com</u> (864) 412-6517

- Page 58 -

Project:	<b>Ashland</b>	City WWTP
DATE OF	WORK:	TBD
DESCRIP	TION OF	WORK:

PCO#	7	Sheet	1	Of	1
	_	CONTRA	CTOR:	Reeves Young	

Existing forcemain runs through corner of new influent pump station and needs to be relocated in order to construct the new PS

# **Reeves Young**

DESCRIPTION	071		MAT	ERIAL	MAN	HOURS	LABO	OR		EQUI	IPMENT	Γ	SUB-CO	NTRACT	T0T41
DESCRIPTION	QTY	UM	UNIT RATE	EXT	UNIT RATE	EXT	RATE		EXT.	UNIT RATE	E)	ΚΤ	UNIT RATE	EXT	TOTAL
Labor/SUB															
Project Manager	1	HR		\$ -		\$ -	90	\$	90.00		\$	-		\$ -	\$ 90.00
Superintendent	4	HR		\$ -		\$ -	85	\$	340.00		\$	-		\$ -	\$ 340.00
Operator	4	HR		\$ -		\$ -	40	\$	160.00		\$	-		\$ -	\$ 160.00
Multiskilled Laborer	8	HR		\$ -		\$ -	35	\$	280.00		\$	-		\$ -	\$ 280.00
	0	EA		\$ -		\$ -		\$	-		\$	-		\$ -	\$ -
				\$ -		\$ -		\$	-		\$	-		\$ -	\$ _
				\$ -		\$ -		\$	-		\$	-		\$ -	\$ -
			<u> </u>	•	SUBT	OTAL LAB	OR								\$ 870.00
Equipment / Materials															
6" C900 Pipe	40	FT	\$10.18	\$ 407.20	)	\$ -		\$	-		\$	-		\$ -	\$ 407.20
6" MJ 90	5	EA	\$ 160.35	\$ 801.7	5	\$ -		\$	-		\$	-		\$ -	\$ 801.75
6" Megalugs	10	EA	\$ 62.00	\$ 620.0	)	\$ -		\$	-		\$	-		\$ -	\$ 620.00
											\$	-		\$ -	\$ -
				Φ.							\$	-		\$ -	\$ -
				\$ -	AL FOLIII	\$ -	ID MATERIAL O	\$	-		\$	-		\$ -	\$ 4 000 05
				SUBTO		BTOTAL 1	ID MATERIALS								\$ 1,828.95 <b>2,698.95</b>
TAX @ 9.75%				\$ 178.3		BIUIAL									\$ 178.32
Safety & Consumables (5% OF La	hor)			Ψ 170.5.				\$	43.50						\$ 43.50
Equipment Fuel & Consumables (		au)						Ψ	40.00		\$	_			\$ 
SUBTOTAL 2	00,00.	1/		\$ 2,007.2	7	0.00	ı	\$	913.50		\$	-		\$ -	\$ 2,920.77
				, , , , , ,	_	ON LABOR	MATERIALS, & EQUIPI		(15%)						\$ 438.12
					MARK UI	ON SUBCO	NTRACTOR (5% OF SU	JBCON	TRACTOR)						\$ <u>-</u>
Ashland Ci	ty WWT	Р			SUBTO	TAL COS	Γ								\$ 3,358.89
					BOND	& INSURA	NCE (1.5%)								\$ 50.38
									GRAN	D TOTAL					\$ 3,409.27

Project: Ashland City WWTP	PCO#	8	S	Sheet	1	Of
DATE OF WORK: Ongoing			c	ONTRA	ACTOR:	Reeves Young
DESCRIPTION OF WORK:	Additional length to borir	ng locations at Sta	a. 4+48 an	d 36+57	7	

## **Reeves Young**

DESCRIPTION		UM	MATERIAL		MANHOURS		LABOR			F0111	OUD CONTRACT								
	QTY									EQUIPMENT			SUB-CONTRACT			TOTAL			
	QII		UNIT RATE	EXT	UNIT RATE	EXT	RATE		EXT.	UNIT RATE		EXT	UN	IIT RATE		EXT	1017.		
Labor/SUB																			
24" Bore at Sta. 4+48	0	FT		\$ -		\$ -		\$	-		\$	-	\$	715.00	\$	-	\$	-	
6" Bore at Sta. 4+48	0	FT		\$ -		\$ -		\$	-		\$	-	\$	375.00	\$		\$	-	
24" Bore at Sta. 36+57	30	FT		\$ -		\$ -		\$	-		\$	-	\$	715.00	\$	21,450.00	\$	21,450.00	
16" Bore at Sta. 36+57	25	FT		\$ -		\$ -		\$	-		\$	-	\$	550.00	\$	13,750.00	\$	13,750.00	
6" Bore at Sta. 36+57	25	FT		\$ -		\$ -		\$	-		\$	-	\$	375.00	\$	9,375.00	\$	9,375.00	
				\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
				\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
					SUBT	OTAL LAE	BOR	•									\$	44,575.00	
Equipment / Materials																			
		FT		\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
		EA		\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
		EA		\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
		EA		\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
		HR		\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
				\$ -		\$ -		\$	-		\$	-			\$	-	\$	-	
SUBTOTAL EQUIPMENT AND MATERIALS																\$			
SUBTOTAL 1															\$	44,575.00			
TAX @ 9.75%			\$ -													\$	=		
Safety & Consumables (5% OF Labor)								\$	-								\$	-	
Equipment Fuel & Consumables (35% of Equ)				_	0.00					\$	-				11.575.00	\$	-		
SUBTOTAL 2				\$ -		0.00		\$	-		\$	-			\$	44,575.00	\$	44,575.00	
							RK UP ON LABOR, MATERIALS, & EQUIPMENT (15%)												
Appland City MANTE				MARK UP ON SUBCONTRACTOR (5% OF SUBCONTRACTOR)  SUBTOTAL COST												\$	2,228.75		
Ashland City WWTP				BOND & INSURANCE (1.5%)												\$	46,803.75 702.06		
					GRAND TOTAL												_		
									GRAN	DIOIAL							\$	47,505.81	

\$ 47,472.38

## REEVES 🛧 YOUNG

Kaleb Huling CEC 117 Seaboard Lane, Suite E-100 Franklin, TN 37067

Subject: PCO 010 – 16" FM Valve Deduct

Ashland City WWTP

Dear Mr. Huling,

Attached is the proposed deduct in cost based on the removal of the 16" Gate Valve on the 16" Forcemain line as called out on C504.

Total Additional Cost: (10,600.00) Total Additional Days: 0 Day

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson, PE Project Manager

bhanson@reevesyoung.com

(864) 412-6517

## REEVES 🛧 YOUNG

Kaleb Huling CEC 117 Seaboard Lane, Suite E-100

Subject: PCO 011 – PVC Pipe Coating Deduct

Ashland City WWTP

Dear Mr. Huling,

Franklin, TN 37067

Attached is the proposed deduct in cost based on the removal of the Coating Requirement for the PVC Piping per Specification 099000.

Total Additional Cost: (15,700.00) Total Additional Days: 0 Days

Please feel free contact me should you have any questions.

Sincerely,

Ben Hanson, PE Project Manager <u>bhanson@reevesyoung.com</u> (864) 412-6517 11/30/2023