



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
February 11, 2020 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

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

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) January 14, 2020 Meeting Minutes

PUBLIC FORUM

REPORTS

City Attorney Report

OLD BUSINESS:

- [3.](#) Contract from Pyro Shows for fireworks
- [4.](#) Tennessee Waltz Parkway/Highway 12 Red Light Design
- [5.](#) Dell Lease Agreements

NEW BUSINESS:

- [6.](#) I Am Responding Subscription Renewal Agreement
- [7.](#) Contract Rider for Summerfest Performer (Clayton Quisenberry)
- [8.](#) Open Roads Policy Agreement
- [9.](#) Ordinance: Title 2, Chapter 2: Parks and Recreation Advisory Board
- [10.](#) Dog Park Agreement and Resolution
- [11.](#) Resolution: Participation in the Community Development Block Grant
- [12.](#) Resolution: Employee Manual Updates
- [13.](#) Ordinance: Rules of the Road
- [14.](#) Ordinance: Updating Title 18 Chapter 1: Section 7: 18-107
- [15.](#) Ordinance: Fiscal Year 2019-2020 Budget Amendment #2
- [16.](#) Corp of Engineers Easement Agreement and Termination of Easement
- [17.](#) Resolution: THDA Home Grant

EXPENDITURE REQUESTS:

- [18.](#) Award Bid replacing Fire Station II. roof

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
January 14, 2020 6:00 PM
Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:04 p.m.

ROLL CALL

PRESENT

Mayor Steve Allen
Vice Mayor Daniel Anderson
Councilman Tim Adkins
Councilwoman Alwilda Binkley
Councilman Roger Jackson
Councilman Chris Kerrigan
Councilwoman Lisa Walker

PLEDGE AND PRAYER

Chaplain Charles Gains led the pledge and prayer.

APPROVAL OF AGENDA

A motion was made by Councilwoman Binkley, seconded by Councilwoman Walker, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

1. 12-10-19 Council Meeting Minutes

A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the 12-10-19 meeting minutes as written. All approved by voice vote.

RECOGNITION PRESENTATION

2. Certificate of Achievement
Mayor Allen presented Ms. Gayle Bowman with a certificate of achievement honoring her efforts in achievement of the Certified Municipal Financial Officer designation.
3. Appreciation Award
Mayor Allen presented Ms. Alwilda Binkley with an appreciation award for her years of service as a councilwoman.

SWEAR IN NEWLY ELECTED OFFICIALS

4. Mayor Steve Allen
Ms. Kellie Reed swore in Mayor Allen as the newly elected Mayor of the Town of Ashland City.
5. Councilman Chris Kerrigan
Ms. Kellie Reed swore in Councilman Kerrigan as reelected Councilman representing ward three.
6. Councilwoman Lisa Walker
Ms. Kellie Reed swore in Councilwoman Walker as reelected Councilwoman representing ward one.
7. Councilman Gerald Greer
Ms. Kellie Reed swore in Mr. Gerald Greer as the newly elected Councilman representing ward two.

PRESENTATION OF PROCLAMATION

8. Ashland City Girls 14U Softball Team

Mayor Allen presented a proclamation recognizing the 14U Ashland City Softball Team as state, district, and regular season champions. Coaches Jeffery Cannon and Rebecca Davis, and Team Members Kaylie, Proctor, Mary Davis, Mallory Dyrbala, Katlyn Sisco, Abbigail Cannon, Autumn Glover, Alayah Sheppard, Emily Cannon, Skyler Stocker, and Bailey Cohen, stepped forward and was recognized for their hard work and tireless effort as the first place champions of the 2019 District 4 Championship and first place champions of the 2019 Fastpitch of America Softball Association REC State Championship.

9. Ashland City 12U Fast Pitch Softball Team

Mayor Allen presented a proclamation recognizing the 12U FASA Ashland City All Star Team as state, district, and regular season champions. Manager Michael Harter, Coaches Daniel Anderson and Steven Cox, and Team Members Lauren Anderson, Mercedes Bowden, Aviva Casey, Makenzie Cox, Annalese Cunningham, Haylee Dowlen, Willow Greene, Macie Harter, Mylah Harter, Amelia Waldron, and Gracie Weakley, stepped forward and was recognized for their hard work and tireless effort as the first place champions of the regular season, first place of the 2019 District 4 Championship, and first place champions of the 2019 Fastpitch of America Softball Association REC State Championship.

PUBLIC FORUM

Barbara Ashford- Water Adjustment. Ms. Ashford stepped forward and stated she had a high water bill due to a leak in a water heater. Mayor questioned if this affected all three bills. Ms. Bowman responded yes. Mayor stated the water bill normally averages \$67.84, but the leak affected three bills totaling \$280.50, \$423.36, and \$169.20. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjust the bills down to an average. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Wesley Brown- Water Adjustment. Ms. Brittany Brown stepped forward and stated there have been several things that have broken. The affected bills were in the amount of \$160.14, \$266.95, \$202.28, but normally averaged \$66.78. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to approve the adjustment. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

Vantage Pointe Apartments- Water Adjustment. The apartment manager stepped forward and stated there was a leak in the irrigation system that was underground. Councilman Jackson questioned why the leak went on for three months. The manager explained the bill goes to a third party in California. Mayor asked if there was anything else. No action was taken by the City Council.

Affordable Storage- Water Adjustment. Mr. Michael McDaniel stepped forward and stated there was a leak in one of the toilets of an unoccupied unit. Councilman Jackson questioned the process for checking for leaks. Mr. McDaniel stated they now check in on a weekly basis. Mayor questioned if there was anything else. No action was taken by the City Council.

REPORTS

10. City Attorney

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

OLD BUSINESS:

11. Electrical Permit Discussion

Ms. Bowman stated the front office is still issuing permits under the old system until the new system goes live. Councilman Anderson questioned if they will have to do a contract in order to keep this going. Ms. Bowman stated the old system is still under contract until July.

12. Leak Adjustment Discussion

Ms. Bowman stated she handed out instructions last week to inform council how leak adjustments are handled in the office. She further asked if anyone has any questions.

13. ServLine Insurance Policy

Ms. Noe stated the proposal is a little confusing; however, everything is dependent on the tier the Council chooses for the coverage. Councilman Kerrigan stated River Road Utility uses the

tier three \$2,500 coverage option. Vice Mayor Anderson questioned if we pick the option. Ms. Reed stated yes, the tier the council chooses determines the coverage and the cost of the insurance. She further stated it is up to the customer if they elect to pay for the coverage for repair of their water and sewer line leaks. Vice Mayor Anderson questioned how we will let the customer know. Ms. Reed stated Serve Line will provide us with letters we can send to the customer to explain the policy. A motion was made by Councilman Jackson, seconded by Councilman Greer, to go with Tier three, coverage up to \$2,500, after we have made the customer aware of the policy and given them sixty days to choose to utilize the coverage. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker. Ms. Noe stated the code will need to be updated to reflect this change.

14. Fire Hall Design Discussion

Chief Walker stated the final floor plan has been shared with everyone and he would like some guidance before they meet with the engineer to move forward. Vice Mayor Anderson asked if the department is good with the plan. Chief Walker confirmed the department has had input on the design and they are all good with it. He further stated the hope is to have it ready for the bid process in June. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to proceed with the plan. All approved by voice vote.

15. City Hall Design Discussion

Mayor stated Mr. Wright will need some direction on what space is needed and he requested the council have a special called meeting on Tuesday, January 28 for further discussion. A motion was made by Councilman Kerrigan, seconded by Councilman Adkins, to hold the Special Called Council Meeting on January 28, 2020 at 6:00 p.m. All approved by voice vote.

16. Part-time Firefighter Funding Agreement

Ms. Noe stated she has reviewed the contract the county has presented and they have made some changes and would like for the council to approve the contract with the changes. A motion was made by Councilman Jackson, seconded by Councilwoman Walker to approve the contract with changes. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker

17. Amusement Attractions Contract for Summerfest

Mr. Sampson stated this is the contract for the carnival at Summerfest and they have agreed to sell the wrist bands for twenty dollars each as long as we pay for the diesel fuel. Ms. Noe suggested setting a cap on the amount of fuel and send it back. After some discussion a motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the contract with a three-thousand-dollar cap on the diesel fuel. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

NEW BUSINESS:

18. Tennessee Waltz Parkway/Highway 12 Red Light Design

A motion was made by Vice Mayor Anderson, seconded by Councilwoman Walker, to defer this until next month's council meeting. All approved by voice vote.

19. Industrial Access Road Grant: Project Design Concept

A motion was made by Councilman Kerrigan, seconded by Vice Mayor Anderson, to approve the preliminary design of the Industrial Access Road Grant map. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan, Councilwoman Walker.

20. Dell & Davenport Contracts (Servers, Local Client, and Backup)

A motion was made by Councilman Jackson, seconded by Councilman Kerrigan, to defer this until next month's meeting. All approved by voice vote.

21. Elect Vice Mayor

A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to nominate Vice Mayor Anderson to continue to serve as the Vice Mayor. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman

Kerrigan, Councilwoman Walker.

SURPLUS PROPERTY NOMINATIONS:

None.

EXPENDITURE REQUESTS:

None.

OTHER

Mayor Allen stated he appreciates everyone for coming out tonight.

ADJOURNMENT

A motion was made by Councilman Kerrigan, seconded by Vice Mayor Anderson, to adjourn. All approved by voice vote and the meeting adjourned at 7:08 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



Contract Agreement

This Agreement made this 6th day of June, 2020, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as “**PYRO SHOWS**” and **ASHLAND PARKS AND RECREATION/TOWN OF ASHLAND CITY** with its principle place of business located at 233 Tennessee Waltz Parkway, Suite 103, Ashland City, in the State of Tennessee, hereinafter referred to as “Customer”.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as “Show”, pursuant to the project/sales order #20-TN-06-06-C-16000-000032 dated this 14th day of November, 2019. The Show will be given on the 6th day of June, 2020. Rain date/postponement date: 7th day of June, 2020.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
 - X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
 - XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
 - XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
 - XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
 - XIV. **PAYMENT TERMS:** ASHLAND PARKS AND RECREATION/TOWN OF ASHLAND CITY shall pay PYRO SHOWS \$16,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$16,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$8,000.00) upon return of signed contract by December 16, 2019. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
 - XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.
 All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
 Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
 Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



ESTIMATED ROADWAY QUANTITIES (TN Waltz @ SR12)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
712-01	TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
713-16.20	SIGNS (STREET NAME SIGNS)	EACH	4	\$ 385.00	\$ 1,540.00
716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	12	\$ 27.50	\$ 330.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 16.50	\$ 1,485.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	7	\$ 275.00	\$ 1,925.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	1	\$ 440.00	\$ 440.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	90	\$ 5.50	\$ 495.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	\$ 110.00	\$ 440.00
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	0.5	\$ 2,420.00	\$ 1,210.00
716-13.06	SPRAY THERMO PVMT MRKNG (40 mil) (4IN LINE)	L.M.	1	\$ 3,200.00	\$ 3,200.00
717-01	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	7	\$ 1,500.00	\$ 10,500.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	1	\$ 1,980.00	\$ 1,980.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	2	\$ 600.00	\$ 1,200.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$ 4,950.00	\$ 4,950.00
730-08.10	SIGNAL CABLE	LS	1	\$ 1,650.00	\$ 1,650.00
730-12.09	CONDUIT 3" DIAMETER (RGS)	L.F.	200	\$ 44.00	\$ 8,800.00
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$ 18,700.00	\$ 18,700.00
730-16.02	EIGHT PHASE ACTUATED CONTROLLER	EACH	1	\$ 6,500.00	\$ 6,500.00
730-23.95	CANTILEVER SIGNAL SUPPORT (2 ARMS)	EACH	2	\$ 25,000.00	\$ 50,000.00
740-11.01	TEMPORARY SEDIMENT TUBE 8IN (DESCRIPTION)	L.F.	120	\$ 5.50	\$ 660.00
OPTIONAL ITEMS TOTAL					\$ 161,005.00
OPTIONAL EQUIPMENT					
730-13.06	VEHICLE DETECTOR (OPTICALLY ACTIVATED PRIORITY CONTROL)	EACH	1	\$ 6,000.00	\$ 6,000.00
730-13.08	VEHICLE DETECTOR (RADAR - STOPLINE)	EACH	5	\$ 11,000.00	\$ 55,000.00
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$ 15,000.00	\$ 15,000.00
Varies	PED POST, SIGNALS, PUSH BUTTONS	EACH	1	\$ 7,500.00	\$ 7,500.00
Varies	PED CONCRETE RAMPS	S.F.	150	\$ 15.00	\$ 2,250.00
OPTIONAL ITEMS TOTAL					\$ 85,750.00
GRAND TOTAL					\$ 246,755.00

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to USDFSCASHPAYMENTS@dell.com
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # 021000021 Account # 432217011 MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to USDFSCASHPAYMENTS@dell.com JPM Swift Code for international wires only: CHASUS33
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information

Company Name: _____
 Physical Address (primary location): _____
 City, State, Zip: _____
 Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation**: _____
 Attention: _____ Email Address: _____
 Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)
 Attention: _____ Title: _____
 Telephone Number: _____ Email Address: _____
 Would you prefer to sign your documents electronically via Echosign? Yes No (not available to Public entities)
 Do any of the following criteria need to appear on your schedule? *
 Cost Center Equipment Type Equipment Location PO Number
 *Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.
 If you are unable to issue purchase orders to DFS please specify how the PO will be issued:
 Do you utilize blanket PO's? Yes No
 Do you use a different PO for payment versus procurement? Yes No
 Is PO fulfillment required for scheduling? Yes No
 DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.
 Is board approval necessary? Yes No If yes, when are meetings held? _____
 Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: _____

Does this billing address match the primary location above? Yes (If yes, please skip and proceed to Invoice Preference) No

AP Address: _____

City, State, Zip: _____

County: _____

AP Email Address: _____ AP Direct Telephone Number: _____

Email Address for PDF or Electronic Invoices (if different than AP contact): _____

VI. Invoice Preferences (choose one from each category):

Invoice Options: **Contract Level** (one invoice per contract) **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: **Detail** (asset level) **Summary**

Delivery Format: **Paper** (USPS) **PDF** (paper copy is not mailed) **Electronic CSV** (converted to Excel)

3rd Party Invoicing Tool, Ariba/SAP (enter tool name): _____

Do you need separate invoices for miscellaneous billings? Yes No

Do you require a PO number on the invoice to process payment? Yes No

Do you use a different PO number for payment versus procurement? Yes No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? Yes No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? Yes No

Personal Property Tax (PPT): Rebill Annually Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? Yes No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? Yes No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided for each state in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.



Prepared For:

Town Of Ashland City

January 8, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	48
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	4
	Payments

Vendor Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	4 Payments
3000052567039.10	Dell Latitude 3400	\$845.00	13	\$10,985.00	0.27652	\$3,037.57
3000052567039.10	Optiplex 3070 SFF MLK	\$675.00	32	\$21,600.00	0.27652	\$5,972.83
Total				\$32,585.00		\$9,010.40

Proposal Expiration Date:
February 7, 2020

PLEASE NOTE: Payment is "Net" of Sales Tax

Personal Property Taxes (PPT) do not apply to this lease.

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Jason Jensen

Financial Services Rep

Dell | Financial Services

512-728-7156

jason.jensen@dell.com



Prepared For:

Town Of Ashland City

January 8, 2020

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.



SUBSCRIPTION RENEWAL AGREEMENT

NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate.

FULL SUBSCRIBER NAME: ASHLAND CITY FIRE DEPARTMENT (TN)
(The name of the entity that is subscribing, hereinafter "Subscriber")

RENEWAL SUBSCRIPTION COMMENCEMENT DATE: February 3, 2020

Your most recent subscription to IamResponding expires (or expired) on the day before the above date. This renewal agreement extends your most recent IamResponding agreement, on all of the same terms and conditions that you agreed to in your prior agreement (those are expressly adopted and incorporated herein), other than the length and cost of the agreement, which will now be as selected below:

1. This renewal subscription starts on the Renewal Subscription Commencement Date indicated above, and ends one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided by ESMC until ESMC has received this signed Subscription Agreement from Subscriber.

2. a) Length and Base Subscription Fee (***In this section, you must check one box:***):

The subscription length and cost selected by Subscriber is as follows:

One-year Subscription

\$800

Three-year Subscription

Paid annually, at \$725/year

Paid up-front, for a total of \$2,066 (5% discount from annual payment rate)

Five-year Subscription

BEST ANNUAL VALUE → Paid annually, at \$650/year

BEST OVERALL VALUE → Paid up-front, for a total of \$3,087 (5% discount from annual payment rate)

b) Telephone Call Costs: \$10/year.

This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$10, times the number of years of your selected Term (\$30 for a 3-year agreement; \$50 for a 5-year agreement).

Subscription Agreement to IamResponding.com (AML)

Please return by facsimile to: (315) 314-7748

Or mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

3. Subscriber warrants that the person signing this Agreement has the authority to enter into this Subscription Agreement on behalf of the Subscriber.

Subscribing Entity's Name: _____

Printed Name of Authorized Signor: _____

Date: _____

Signature: _____

Emergency Services Marketing Corp., Inc.

By: _____ Date: _____
Daniel R. Seidberg, President

Please return this ENTIRE agreement to us; not just the signature page!

***All checks should be made payable to: Emergency Services Marketing Corp., Inc.
Tax Identification No.: 20-5787005
US Funds Only***

PLEASE HELP US CONTAIN YOUR COSTS BY USING THIS FROM AS YOUR INVOICE

IamResponding.com

Emergency Service Marketing Corp., Inc.
P.O. Box 93
Dewitt, New York 13214-0093
Phone: (315) 701-1372 Fax: (315) 314-7748

Self Made Invoice

Date: _____

To (insert your department name and billing address):

DESCRIPTION	AMOUNT
<p>Please select <u>ONE</u> applicable payment option below:</p> <p><input type="checkbox"/> One-Year Term ($\\$800$ Base Fee + $\\$10$ Telephone Fee = $\\$810$)</p> <p><input type="checkbox"/> Three-Year Term, Paid Annually ($\\$725$ Base Fee + $\\$10$ Telephone Fee = $\\$735$)</p> <p><input type="checkbox"/> Three-Year Term, Paid Up-Front ($\\$2,066$ Base Fee + $\\$30$ Telephone Fee = $\\$2,096$)</p> <p><input type="checkbox"/> Five-Year Term, Paid Annually ($\\$650$ Base Fee + $\\$10$ Telephone Fee = $\\$660$)</p> <p><input type="checkbox"/> Five-Year Term, Paid Up-Front ($\\$3,087$ Base Fee + $\\$50$ Telephone Fee = $\\$3,137$)</p>	
	Total :

Please update your billing contact information!

Billing Contact Name: _____ Billing Contact Email: _____ Billing Contact Phone: _____ Billing Contact Fax: _____ Billing Address: _____ _____	All payments in US funds ONLY Make checks payable to: Emergency Services Marketing Corp., Inc. (Tax ID #: 20-5787005) Thank you for your business!
--	--

CONTRACT RIDER
For
06/06/2020

THIS RIDER IS THE CONTRACT, DATED 01/30/2020 BETWEEN Scott Sampson and/or City of Ashland City (Hereinafter referred to as "PURCHASER") and Clayton Quisenberry ("ARTIST"). PURCHASER agrees to pay "ARTIST" \$1000.00 via check, upon arrival, for live performance with bands to take place Saturday June 6th in Ashland City TN for Summer Fest event. Bands to perform & times:

Headliner: Clayton Q - 8:30pm-9:30pm
Opener: Danielle Bloom - 7pm-8pm

PURCHASER agrees to hold ___ complimentary tickets for ARTIST's guests.
PURCHASER agrees to provide parking of 50ft for the ARTIST's tour bus within close proximity of stage.
PURCHASER agrees to have a table by the stage for merchandise to be sold by ARTIST.

PURCHASER agrees to provide: A professional PA system, capable of providing clear sound throughout the audience area; (4) high quality monitor speakers; an engineer to operate said system for the full sound check and performance; all necessary cables for equipment & microphones.

ARTIST agrees to promote the event per all his social media pages & events page(s), to better promote tickets sales & advertise the events taking place thereof.

If this Agreement shall be cancelled or terminated for any of the reasons referred to in this paragraph, ARTIST shall not be liable to PURCHASER for any loss, damage or expense claimed to have been suffered by PURCHASER as a result of such termination. In the event performance is cancelled by PURCHASER for any other reason than an emergency by the ARTIST, ARTIST is to be paid the contract fee in full. This agreement may not be changed, modified or altered except by an instrument in writing, signed by the parties hereto & in agreement. In the case of any conflict of terms, the terms contained in this rider shall prevail. PURCHASER agrees to indemnify and hold ARTIST harmless from any and all claims, liabilities, damages, arrests, pregnancies, divorces, and/or expenses arising from any action or activity of PURCHASER while ARTIST is rendering the contracted services except for claims arising from ARTIST'S willful misconduct or gross negligence.

AGREED AND ACCEPTED BY:

PURCHASER REPRESENTATIVE

ARTIST:  _____

DATE: _____

DATE: _____01/30/2020_____

OPEN ROADS POLICY

State of Tennessee

"OPEN ROADS POLICY"

*Quick Clearance for Safety and Mobility
Between the Tennessee Department of Transportation,
Tennessee Department of Safety and Homeland Security, and
Tennessee Counties and Cities*

This Memorandum of Understanding (MOU) by and between the Tennessee Department of Transportation (TDOT), the Tennessee Department of Safety and Homeland Security (TDOSHS), County/City Law Enforcement and Fire and Rescue Agencies (City/County Agencies), establishes a policy for the Tennessee Highway Patrol (THP), TDOT, City/County Agencies to expedite the removal of vehicles, cargo, and debris from roadways on the State Highway System (roadways) to restore, in an URGENT MANNER the safe and orderly flow of traffic following a motor vehicle crash or incident on Tennessee's roadways. This MOU supersedes the 2012 Interagency Agreement on the Urgent Clearance of Highway Incidents signed on 2/16/12, and the previous Open Roads Policy agreement signed by TDOT and the TDOSHS on 10/12/2012. This MOU represents the consolidation and advancement of these previous agreements.

Whereas: Public safety is the highest priority and must be maintained especially when injuries or hazardous materials are involved. The quality of life in the State of Tennessee is heavily dependent upon the free movement of people, vehicles, and commerce. THP, TDOT, and City/County Agencies share the responsibility for achieving and maintaining the degree of order necessary to make this free movement possible. THP, TDOT, and City/County Agencies have the responsibility to do whatever is reasonable to reduce the risk to responders, secondary crashes, and delays associated with incidents, crashes, roadway maintenance, construction, and enforcement activities.

The following operating standards are based on the philosophy that the State Highway System will not be closed or restricted any longer than is absolutely necessary.

Be it resolved: Roadways will be cleared of damaged vehicles, spilled cargo, and debris as soon as it is safe to do so. It is understood that damage to vehicles or cargo may occur as a result of clearing the roadway on an urgent basis. While reasonable attempts to avoid such damage shall be taken, the highest priority is restoring traffic to normal conditions. Incident caused congestion has an enormous cost to society. This cost is significantly greater than the salvage value of an already damaged vehicle and its cargo.

Tennessee Highway Patrol Responsibilities

Members of the THP who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When an investigation is required, it will be conducted in as expedient a manner as possible considering the severity of the collision. Non-critical portions of the investigation may be delayed until lighter traffic conditions allow the completion of those tasks. The THP will only close those lanes absolutely necessary to conduct the investigation safely. Whenever practical, crashes on access controlled roadways will be removed to exit ramps, accident investigation sites or other safe areas for completion of investigations. In the enforcement of state laws and regulations, TDOSHS will try to minimize the impacts on traffic, especially during peak commuting periods, and will not block or restrict lanes except as necessary for safety or critical investigations. THP will coordinate with TDOT representatives to set up appropriate traffic control , establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal as soon as possible.

Tow trucks will be requested as soon as it is evident that they will be needed to clear the roadway. The THP will assure that all authorized tow operators have met established competency levels and that the equipment is of appropriate size, capacity and design meeting the standards for the State of Tennessee to clear the travel portions of the roadway within 90 minutes, unless extenuating circumstances exist such as the presence of hazardous materials, serious bodily injury or a fatality.

The THP will not unnecessarily cause the delay in reopening all or part of a roadway to allow a company to dispatch their own equipment to off-load cargo or recover a vehicle or load that is impacting traffic during peak traffic hours or creating a hazard to the public. The THP and TDOT will cooperate in planning and implementing clearance operations in the most safe and expeditious manner.

The THP will encourage and assist other emergency responders in clearing incident scenes as soon as possible after their respective duties have been performed so as to reduce distractions for motorists and restore the roadway to normal operating conditions.

The THP will support the deployment of the National Traffic Incident Management Training Program in Tennessee, and include information about safe and efficient traffic incident management and urgent clearance of roadways in the training provided by the TDOSHS Training Academy.

Tennessee Department of Transportation Responsibilities

When requested by the THP or City/County Agencies, TDOT will respond and deploy resources to major traffic incidents 24 hours a day, 7 days per week. Each TDOT District will develop and implement response procedures to meet the goal of providing initial traffic control within 60 minutes of notification at all times within the district.

TDOT will dispatch HELP trucks to incident scenes within the areas served by the HELP program. Whenever possible, TDOT will also dispatch HELP trucks outside of the normal service areas when requested by TDOSHS. TDOT will also dispatch "Protect the Queue" (PTQ) vehicles when queue lengths from the primary incident are expected to exceed one quarter (¼) mile or at the request of TDOSHS or HELP Operators.

TDOT, in cooperation with the THP, will determine and deploy the necessary heavy equipment and manpower to reopen the roadway if clearance of the travel lanes are being delayed or is determined that the task is beyond the capabilities of the wrecker service on scene. If cargo or non-hazardous spilled loads are involved, TDOT will make every effort to assist in the relocation of the materials in the shortest possible time, using whatever equipment necessary. All such materials or any vehicles relocated by TDOT will be moved as short a distance as possible to eliminate the traffic hazard.

TDOT personnel will document all hours and equipment used for traffic control, roadway clearance, and debris clean up. TDOT will place traffic control devices at the scene should any damaged vehicles or cargo remain adjacent to the travel lanes on the shoulder for removal at a later time.

When requested, TDOT will assist in establishing temporary detours and associated traffic control. TDOT will work to provide a way for traffic caught in an extended closure to exit the controlled access highway safely to an alternate route.

TDOT will install and maintain reference markers, signs and other FHWA-approved markings as requested by TDOSHS to allow quicker location of incidents and to facilitate investigation and reporting of incidents. This includes enhanced (every 0.2 mile) mile markers on all Interstate Highways.

TDOT will strive to minimize the traffic impacts of highway construction and maintenance and will consult with TDOSHS about ways to accomplish that objective. TDOT will advise TDOSHS as far in advance as possible of all construction and maintenance activities that may have a significant impact on traffic flow and safety along state highways.

Local Law Enforcement, Fire and Rescue Department Responsibilities

Members of City/County Agencies who respond to the scene of traffic incidents will make clearing the travel portion of the roadway a high priority. When investigating an incident, the investigation will be conducted in as expedient a manner as possible considering the severity of the collision (serious injuries, fatality, or hazardous materials). City/County Agencies will close only those lanes absolutely necessary to safely conduct the fire/rescue operations. City/County Agencies will coordinate with TDOT representatives to set up appropriate traffic control, establish alternate routes, expedite the safe movement of traffic trapped at the scene, and restore the roadway to normal conditions as soon as possible. As soon as TDOT has set up appropriate traffic control for the safety of the responders and travelers, City/County Agencies will move any fire/rescue apparatus or vehicles initially used to shield responders to appropriate areas.

All Agencies Shared Responsibilities:

Agencies will work together at incident scenes to promote urgent clearance, safety for motorists and emergency responders, and thorough investigations as required by the circumstances. Initial Incident Command will be established by the first responder arriving on the scene of an incident in accordance with the protocols and procedures of the NIMS.

Agencies understand that additional damage to vehicles or cargo may occur as the result of clearing the roadway on an urgent basis. The priority is treatment and recovery of injured parties, public and responder safety, and restoring the roadway to normal conditions as soon as possible. Agencies will carry out the processes and procedures for removal of vehicles, spilled cargo, or other personal property as outlined in TCA § 54-16-113.

Agencies will position emergency equipment at incident scenes to minimize the impacts on traffic flow and to avoid blocking or restricting lanes unnecessarily. Further, the parties will coordinate the use of emergency lights at incident scenes, as practical and consistent with on-scene safety, to minimize distractions to motorists. The parties will also encourage other emergency responders to position their equipment accordingly and practice light discipline.

For incidents involving hazardous materials, agencies will work together with TEMA, fire services, and other responsible agencies. Once public safety has been assured, the priority will shift to opening one lane of travel and restoring the roadway to full capacity as soon as possible.

TDOT and TDOSHS will work together to ensure that safe and efficient traffic incident management and urgent clearance of roadways is part of the training provided for all law enforcement, fire and emergency medical services, rescue squads, towing and recovery operators, and other incident responders in Tennessee through supporting the National Traffic Incident Management Training Program.

TDOT, TDOSHS, local responders, and other agencies as needed, will conduct after action review (AAR) meetings as early as possible for incidents involving the long term closure of Tennessee highways as agreed upon by the relevant responding partners. The intent of these AAR meetings is not to assign blame for failures, but to seek to learn how process improvements can be made together to support the quick clearance of incidents.

Agencies will advise their personnel of this Agreement and promote implementation at every level of their organizations through established channels and protocol. TDOT will distribute advisory memorandums to personnel in Headquarters, Regions, Districts and County Offices.

Therefore, it is agreed as follows:

The THP, TDOT, and City/County Agencies, will evaluate and continually update and modify their operating policies, procedures, rules, and standards to assure they are consistent with this **"OPEN ROADS POLICY"** MOU.

The THP, TDOT, and City/County Agencies, will research, evaluate and conduct training in the most advanced technologies, equipment, and approved methods for the documentation and investigation of crash or incident scenes. THP and City/County Agencies will prioritize the investigative tasks and reopen travel lanes upon completion of tasks that must be conducted, without the impediment of traffic flowing.

Roadways will be cleared as soon as possible. It is the goal of THP, TDOT, and City/County Agencies that all incidents be cleared from the roadway within 90 minutes of the arrival of the first responding officer. This goal is being made with the understanding that a more complex

scenario may require additional time for complete clearance. Incidents that extend beyond the 90 minute goal will be assessed every 30 minutes to determine an expected clearance time and reported to the appropriate communications center.

The THP, TDOT, and City/County Agencies, will determine the well-being of motorists in the event of a lengthy traffic queue and /or roadway closure and provide assistance to motorists within the stopped traffic queue whenever possible.

Agencies will meet periodically to discuss experiences with incident management and to work toward improvements. In addition to the AAR meeting described above, periodic working sessions will be held in each of the TDOT Region Offices with TDOSHS, TDOT, and other state and local agencies to discuss overall incident management and related issues. The goal will be to have a Regional TIM Taskforce (Workgroup) meeting quarterly in each of TDOT's four regions.

It is further agreed that:

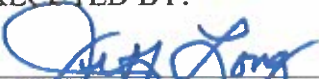
The THP, TDOT, and City/County Agencies, will actively solicit and enlist other state, county, and local agencies, political subdivisions, industry groups, and professional associations to endorse and become party to this "**OPEN ROADS POLICY**" for the State of Tennessee.

MOU Execution: Use of Counterpart Signature Pages


This MOU, and any amendments hereto may be simultaneously executed in multiple counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding any other provision herein to the contrary, this MOU shall constitute an agreement amongst the parties that have executed a counterpart and parties listed but not executing shall not be deemed to be parties to the MOU.

In witness whereof, each party hereto has caused this document to be executed in its name and on its behalf by its duly authorized Chief Executive.

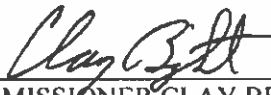
AGREED AND EXECUTED BY:

FOR TDOSHS: 
COMMISSIONER JEFF LONG
TENNESSEE DEPARTMENT OF SAFETY
AND HOMELAND SECURITY


10/16/19
DATE:


COLONEL DERECK STEWART
TENNESSEE HIGHWAY PATROL

10-16-2019
DATE

FOR TDOT 
COMMISSIONER CLAY BRIGHT
TENNESSEE DEPARTMENT OF TRANSPORTATION

10/16/2019
DATE:


CHIEF ENGINEER, PAUL DEGGES
TENNESSEE DEPARTMENT OF TRANSPORTATION

10/16/19
DATE:

Tennessee's

"OPEN ROADS POLICY"
Quick Clearance for Safety and Mobility

Local Agency

By: _____

Print/Type Name: _____

Title: _____

Date: _____

ADDITIONAL SIGNATORIES

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

Name	Title	Date
------	-------	------

ORDINANCE #

AN ORDINANCE BY THE TOWN OF ASHLAND CITY TO ESTABLISH TITLE 2 CHAPTER 2 OF THE MUNICIPAL CODE

WHEREAS, Resolution 2016-02 previously established a Parks and Recreation Advisory Board with the purpose of advisement and recommendation to City Council on all matters to the establishment, maintenance, and operation; and

WHEREAS, the Mayor and Council wish to add the Parks and Recreation Advisory Board to the Town of Ashland City Code of Ordinances.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Ashland City, Tennessee that a Parks and Recreation Advisory Board shall be established under Title 2 Chapter 2 titled Parks and Recreation Board of the Municipal Code be added as follows:

2-201. Purpose. The Ashland City Parks and Recreation Board, herein this chapter referred to as the Board, shall be composed of five (5) members. The duties of the Board shall be to advise and recommend to the Parks Department and City Council on all matters to the establishment, maintenance, and operation of the city parks and recreation programs for the Town of Ashland City and its inhabitants and to carry out other duties as may be assigned by the City Council.

2.202. Terms of Office. The terms of the office for the Board shall commence on May 1st and shall be two (2) years in length. The members of the board shall be appointed by the Mayor on a staggered basis with three (3) expiring in uneven years and two (2) expiring in even years. The Board will be established in May 2020 and the first Board will have two (2) member's terms that will expire in 2022 and three (3) member's terms that will expire in May 2023. The Board shall appoint one (1) member to serve as Chairperson and one (1) member to serve as Vice-chairperson on an annual basis, as selected by the Board at the July meeting. Members appointed to fill vacancies on the Board shall be for the remainder of the term of his/her predecessor.

2.203. Termination. Any board member appointed by the Mayor shall forfeit that membership if absent for more than three (3) meetings in a twelve-month period that are considered unexcused or twenty-five percent (25%) of the meetings, whichever is greater, in one appointment year. If a member goes beyond this absenteeism limit, the Mayor shall be advised by the Board to declare the position vacant and appoint a new member to fill the vacancy. Unexcused absences include failure to notify Chairperson or Vice-Chairperson of a valid reason or good cause, as determined by the Board, for absence prior to a scheduled meeting. The Chairperson will monitor attendance and will discuss absenteeism during the regularly scheduled meeting if any issues shall arise prior to notifying the Mayor of a vacancy on the board.

2.204. Organization and Amendments. The Board is authorized to establish its own rules and regulations by a majority vote, subject to ratification by Resolution of the City Council. These by-laws may be amended by a majority vote of the Board members present and shall be present these amendments to City Council for ratification by Amendment to this Code of Ordinances.

2.205. Limitations. The Board shall not be authorized to incur on behalf of the Town of Ashland City any expense incident to the operation of said Parks and Recreation programs, unless expressly authorized to do so by the City Council, or through appropriation of the Parks and Recreation budget at under the direction of the Parks Director. The Board shall not knowingly conduct business that has been assigned by ordinance to any governing or advisory board of the Town of Ashland City.

2.206. Meetings. Meetings shall be held once a month and shall be reported to the City Recorder and advertised on the town website and any other media outlets the town chooses to utilize. The regularly scheduled meeting time and date shall be determined and voted on by the Board. Special called meetings may be called at any time within forty-eight (48) hours notice and may be called by the Chairperson of the Board or by three (3) members of the Board.

2.207. Place of Meeting. The place of the meeting shall be the location designated in the advertisement as approved by the Board.

2.208. Quorum. Three (3) members or more shall at all times constitute a quorum.

2.209. Rules of Order. General parliamentary rules, as given in Robert's Rules of Order, shall be observed in conducting meetings of the Board.

2.210. Order of Business. The following shall be the Order of Business of the Board, but the rules of order may be suspended and any matters considered or postponed by action of the Board:

- a. Call to Order
- b. Roll call
- c. Attendance
- d. Approval of Agenda
- e. Approval of Minutes
- f. Public Forum
- g. Reports
- h. Old Business
- i. New Business
- j. Other
- k. Adjournment

2.211. Appointment of Officers. The Board shall appoint one (1) member of the Board to serve as Chairperson and one (1) member of the Board to serve as Vice Chairperson on an annual basis, as selected by the Board at the May meeting.

2.212. Duties of the Chairperson. The Chairperson shall preside at the meetings of the Board, shall perform all other duties ordinarily performed by a Chairperson, shall have a vote on all matters, but shall not have veto power. The Chairperson will track attendance of the Board and will report issues of absenteeism to the Mayor. The Chairperson shall prepare and present an annual report to the City Council stating significant accomplishments from the preceding twelve (12) months.

2.213. Duties of the Vice Chairperson. The Vice-Chairperson in the absence of the Chairperson shall perform all the duties of the Chairperson of the Board. In the absence of both the Chairperson and Vice-Chairperson the Board shall elect a Chairperson Pro Tempore who shall perform the duties of the Chairperson.

2.214. Duties of the Parks and Recreation Director. The Director shall act as an advisor to the Board, but shall not be a member. The Director, or their designee, shall attend all regularly scheduled meetings, report attendance of the Board to the Town's payroll department, and participate in discussions, but shall not be entitled to vote.

2.215. Duties of the Secretary. An appointed town employee shall to act as Secretary for the Board, but shall not be a member. The Secretary will prepare agendas, notify Board members of all special called meetings at least forty-eight (48) hours prior to the meeting, transcribe minutes from the regular and special meetings in which a quorum of the Board is present, maintain and post the minutes and records of the Board to the Town website and remain in compliance with all state and local law, and shall post, prepare, and/or report to the appropriate town employee(s) the appropriate notices.

2.216. Compensation. The appointed members of the Board shall be compensated sixty-two dollars and fifty cents (\$62.50) per meeting in which they attend. Attendance shall be reported to the Town's payroll department within two (2) days following the conclusion of the meeting.

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

First Reading: February 11, 2020

Public Hearing: March 10, 2020

Second and Final Reading: March 10, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

RESOLUTION 2020-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO APPROVE THE USE OF THE CITY'S PROPERTY AT JOHN C. POOLE WALKING TRACK FOR THE USE OF A DOG PARK

WHEREAS, the Mayor and Council wish to allocate property at the John C. Poole Walking Track for utilization of a dog park; and

WHEREAS, the Town of Ashland City along with the Cheatham County Dog Park Pack wish to apply for grants for construction of a dog park.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE authorizes town employees to work with the Cheatham County Dog Park Pack in order to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 11th day of February, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

City Recorder Kellie Reed, CMC, CMFO

**Cheatham County Animal Awareness Foundation
d/b/a Cheatham County Dog Park Pack
P.O. Box 361
Pegram, TN 37143-0361**



Facebook: Cheatham County Dog Park Pack

February 4, 2020

RE: Letter of Commitment Request from the Town in Support of Dog Park Project.

Dear Town of Ashland City:

Intent

Cheatham County Dog Park Pack ("CCDPP") is a group of citizens that are part of the Cheatham County Animal Awareness Foundation, Inc. (a 501c3 organization) dedicated to creating an enclosed off-leash dog park in the Ashland City, TN. We are committed to working with the Town of Ashland City and the Parks & Recreation Department to identify and improve a town owned parcel of land into a public access, community dog park.

Funding

With the Town's five-year minimum commitment to use the identified land at Preacher Poole Park for the development of a Town Dog Park, CCDPP as a 501c3 non-profit, will pursue fundraising and public/private grants to support the cost and installation of the groundwork, fencing, signage, sanitation stations, benches, and water fountain needs of the site. We plan to involve dog owners and the community in a variety of ways through outreach on social media, and at private and public locations and events.

The design and creation of the dog park will be under the direction of the town Parks & Recreation Department to include town park improvement standards along with the use of third party and volunteer labor where appropriate. Upon completion of the dog park, the town Parks & Recreation Department will maintain the improvements as they do all other town parks, along with regular mowing and trash pick-up. CCDPP will actively promote the park's use, cleanup events, and fundraise to support future improvements.

Strategy

We have outlined an initial plan with the Parks Director, allowing the park to have two sections. One for larger dogs and one for smaller dogs. The entire area will be enclosed with a six-foot high chain link fence and double gate safety design to prevent unintended escapes. The interior sections can be separated by four-foot high chain link fencing.

All town Parks & Recreation Department rules apply to the dog park and additional Dog Park Rules will be posted, which may include:

Dog Park Rules

1. All individuals in the off-leash area are responsible for their own conduct and enter at their own risk.
2. Owner/handlers are responsible for the actions of their animals.
3. Each handler using the park is responsible for reading the rules of the dog park on first entering it.
4. No handler may bring more than two (2) dogs into the park at one time.
5. A handler must be sixteen (16) years of age or older.
6. A child between ten (10) and sixteen (16) years may enter the park only with a responsible adult.
7. A child under ten (10) may not be brought into the park in any case.
8. Each dog brought into the park must be wearing, or the handler must carry, current vaccination and registration tags, which may be inspected by an animal control authority or other law enforcement authority upon request.
9. Dogs are to be brought to the park on leashes and released inside the dog park, and put under the control of the leash again as they exit the dog park. No spike, choke, or prong collars are allowed on dogs in the park.
10. No female dog in heat or sick dog may be brought into the dog park.

11. Human food, toys, and glass containers are not permitted in the dog park.
12. Handlers are to remain in the park fencing, maintain visual contact with their dogs in the park, and shall have verbal control of their dogs in the park at all times.
13. A handler will immediately leash and remove a dog that becomes aggressive, regardless of whether the dog has a history of bites or has been designated as a dangerous or vicious dog under state or other applicable law;
14. In no event may a dog that has been designated as dangerous or vicious be brought into the park. Criminal penalties apply to bringing a dangerous or vicious dog into this park.
15. Dog bites will be reported immediately to the local police or animal control officer at [phone number and email address]. All animal bites of other dogs or people shall be reported to local police and the animal control authority by anyone involved or witnessing the bite.
16. Handlers shall control excessive barking.
17. The handler is responsible for any waste or destruction caused by their dog, which includes the responsibility of filling in any holes the dog digs while in the park and picking up any poop.

With the Town's commitment to the project as outlined above, CCDPP will being the pursuit of grants and donations. We greatly appreciate the Town and Park Department support with this project and look forward to working together to bring it to reality in the very near future.

Sincerely,

Amanda LP Melton,
CCDPP Project Leader

Robert Jenner,
CCAAF Board Treasurer

Town of Ashland City agreement to support the Dog Park development project at Preacher Poole Park as outlined above.

Mayor of Ashland City, TN

Date



Harris Fence and Gate Company

5517 Clarksville Hwy. • Joellon, TN 37080

615-876-4937



Invoice

SUBMITTED TO <u>Amanda Melton</u>		PHONE	DATE <u>10-2-19</u>
STREET		JOB NAME	
CITY, STATE, ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby furnish LABOR and MATERIALS MATERIALS ONLY as per diagram, for the completion of:

HEIGHT:	FOOTAGE INCLUDES GATES <input type="checkbox"/> YES <input type="checkbox"/> NO
NUMBER OF GATES:	TYPE AND SIZE:

Approx. 1100' of 5' tall galvanized chainlink fence
3 gates

5' tall Price \$ 9,000

6' tall Price \$ 10,500

We hereby furnish materials and labor - complete in accordance with the above specifications, for the sum of:

dollars (\$ See Above)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized
Signature _____

Order confirmed by: PHONE MAIL IN PERSON

Date confirmed _____ by _____

Estimator's
Signature _____

Company's
Acceptance _____

CUSTOMER TO APPROVE
LINE _____ INITIALS



615-788-4461

fencekingsnashville@gmail.com

2701 HWY 12 N

CHAPMANSBORO, TN 37035

CONCRETE & DECKS

Name: Amanda 1976@gmail.com

Date: _____

Address: _____

Zip: _____

Telephone: _____

TN Onecall: _____

WOOD

CHAIN

VINYL

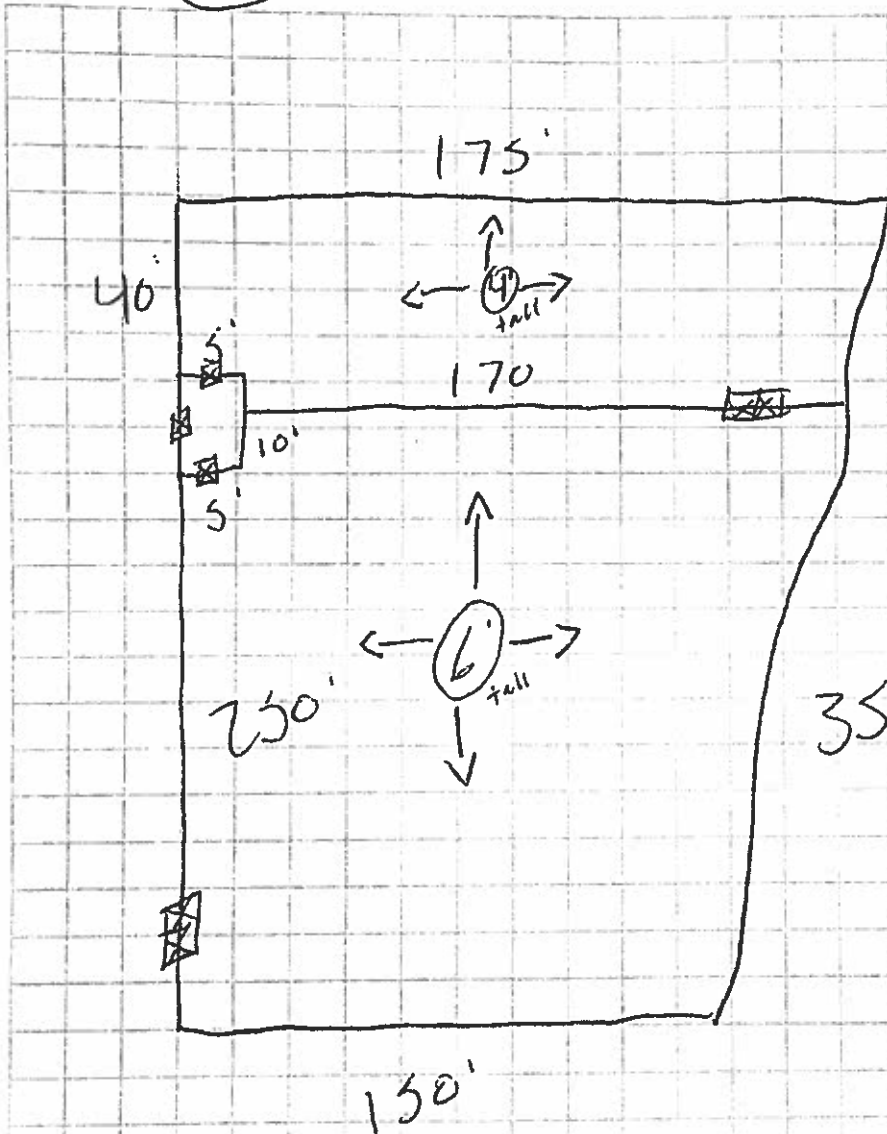
ALUM

4'

5'

6'

Other: Black chainlink



Install ~~275'~~ ^{275'} of
4' Black chainlink
w/ 3 gates

Install 920' of
6' chainlink w/ 10 gates

- * Premixed concrete
- * PUC coated
- * Lifetime warranty
- * Family owned + local
- * No sub contractors

\$14,960

* Ret
Discount * * No tax *



KS Dog Park

15 messages

Brandy Miniati <BMiniati@kingstonsprings-tn.gov>

Wed, Jun 24, 2015 at 2:07 PM

To: amanda1976@gmail.com <amanda1976@gmail.com>, kellyellis09@aol.com' <kellyellis09@aol.com'>, rmoomaw@mtcngroup.com <rmoomaw@mtcngroup.com>

Hello All,

I have attached some pictures of the dog park. One from 2010 after it was rebuilt and one recent from google earth. We installed 1428 ft. of fencing at a cost of \$14,000. Of course this was done after the flood so we supplemented some of the money to get just what we wanted. The original dog park was installed in 2006 and was part of the Cheatham Co. Parks grant that was being offered at the time utilizing the building impact fees. Of course that grant is no longer available. It is one of our most frequented attractions. I don't have exact numbers but it stays busy all day. Would love for you guys to come visit and see it up close. If I can answer any other questions or need anything else please let me know.

Brandy Miniati

Parks & Recreation Director

Kingston Springs Parks & Recreation

(615) 952-2110 ext. 22 – Office

(615) 952-2397 Fax

Brandy Miniati <BMiniati@kingstonsprings-tn.gov>

Wed, Jun 24, 2015 at 2:11 PM

To: amanda1976@gmail.com <'amanda1976@gmail.com'>, rmoomaw@mtcngroup.com <'rmoomaw@mtcngroup.com'>

Kelly's e-mail has kicked back. Do either of you have the correct one?

[Quoted text hidden]

Manders <amanda1976@gmail.com>

Wed, Jun 24, 2015 at 9:09 PM

To: KELLY ELLIS <theliverystables@bellsouth.net>

[Quoted text hidden]

Amanda Melton <amanda1976@gmail.com>

Thu, Jul 9, 2015 at 11:18 PM

Draft To: KELLY ELLIS <theliverystables@bellsouth.net>, Brandy Miniati <bminiati@kingstonsprings-tn.gov>, mom

On Jun 24, 2015 9:09 PM, "Manders" <amanda1976@gmail.com> wrote:

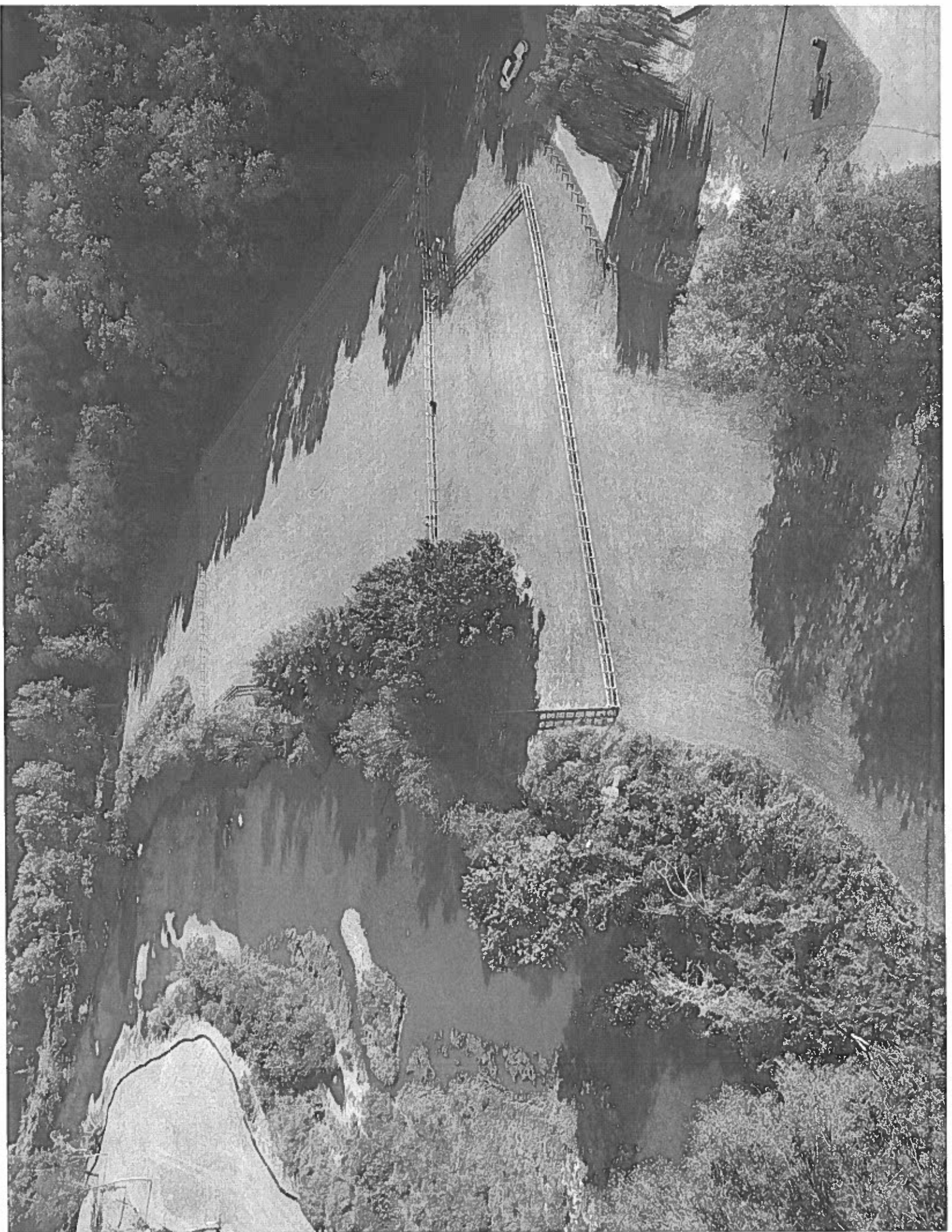
----- Forwarded message -----

From: **Brandy Miniati** <BMiniati@kingstonsprings-tn.gov>

Date: Wed, Jun 24, 2015 at 2:11 PM

Subject: RE: KS Dog Park

To: "amanda1976@gmail.com" <'amanda1976@gmail.com'>, "rmoomaw@mtcngroup.com" <'rmoomaw@mtcngroup.com'>





Google eart

Imagery Date: 1/25/2014 36°06'08.32" N 87°06'17.77" W elev: 482 ft eye alt: 1022 ft

1993

RESOLUTION 2020-

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

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

WHEREAS, the Town would like to submit the grant application for up to \$630,000; and,

WHEREAS, the Town agrees to match funds for this grant up to \$130,000; and,

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

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

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

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

We, the undersigned City Council members, meeting in Regular Session on this 11th day of February, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

City Recorder Kellie Reed, CMC, CMFO

State of Tennessee
Cheatham County

RESOLUTION NO. 2020-

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

WHEREAS, the City Council for the Town of Ashland City has adopted an ordinance establishing a personnel system designed to provide a means to select, develop and maintain an effective municipal work force; and

WHEREAS, the personnel system ordinance authorizes the Mayor to develop personnel rules and regulations in the form of an Employee Manual; and

WHEREAS, the personnel system ordinance requires that the Employee Manual shall be updated with the attached changes.

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

We, the undersigned City Council members, meeting in Regular Session on this 10th day of December, 2019 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed, CMC, CMFO

Changes to the Personnel Manual

HOURLY RATES

Employees paid on an hourly rate basis excluding salaried exempt employees as set out by the Department of Labor are paid for all time actually worked. The Board of Mayor and Council shall set by resolution all salaries paid by the city. Due consideration shall be given to duties performed, responsibilities, technical knowledge and skills required to perform the work satisfactorily, the labor market, and availability of people having the desired qualifications. **A work period may contain physical hours worked and/or non-working (sick/vacation/comp/holiday) hours but should not equal more hours than normally scheduled in the work period.**

OVERTIME PAY

When it becomes necessary for an employee to work overtime hours, regular employees, part-time employees, and temporary employees shall be paid according to the prevailing salary schedule. Overtime work will be compensated according to the FLSA provisions at a rate of 1 ½ times the employee's regular rate. Overtime work may also be paid with compensatory time at a rate of 1 ½ times the hours worked in accordance with the FLSA. **Overtime accrues at a rate of 1 ½ times the employee's regular rate only after the employee works the scheduled amount of hours in a work period. Overtime will be paid at straight time up to the normally scheduled hours when a work period includes non-working (sick/vacation/comp/holiday) hours.** Non-emergency overtime work must be authorized in advance by the Mayor or department head. Employees exempt from the overtime requirements of the FLSA will not receive overtime compensation, with the exception of emergency pay in the event of a disaster. All compensation time must be paid/used by the end of the fiscal year.

WORKDAY/WORKWEEK

The Mayor shall establish the hours of work per week for each position in the service of the town. All designated workdays and workweeks shall be in accordance with the FLSA.

Some departments allow irregular workweeks. The Department Head has the authority to schedule arrival and departure times and specific workdays for employees depending upon departmental need and approval of the Mayor. The use of flex and compressed work weeks is also subject to the approval of the Mayor.

An employee on an irregular work schedule must revert to a normal work week schedule when using a prolonged period of annual, sick and compensatory leave, when placed on extended leave without pay status, when paid through the sick leave bank, and when a holiday falls within a work week.

A work period may contain physical hours worked and/or non-working (sick/vacation/comp/holiday) hours but should not equal more hours than normally scheduled in the work period. Overtime accrues at a rate of 1 ½ times the employee's regular rate only after the employee works the scheduled amount of hours in a work period. Overtime will be paid at straight time up to the normally scheduled hours when a work period includes non-working (sick/vacation/comp/holiday) hours.

VACATION LEAVE

Annual/vacation leave will be granted to regular full-time and part time employees. An employee will earn annual vacation leave during his/her probationary period after completing 30 days. Annual vacation time will not accrue if an employee is not working for 30 consecutive days. Annual vacation leave will be given in January of every year. For new hires, vacation leave will be prorated from the first day of eligibility to the end of the calendar year. This shall also be applied for employees who have an increase in their leave based upon years of service and this shall be prorated as well. For all employees a maximum of 100 hours may be carried forward into the next year. **Vacation time will not be pre-paid or cashed out in lieu of time off.** Any remaining hours over 100 at the end of the year (December) will be transferred to sick time.

Annual Vacation time will be added to employee's first paycheck in January (new hires will be prorated thru end of calendar year) according to the following schedule:

<u>Years of Service Employees</u>	<u>Full Time Employees</u>	<u>Regular Part time</u>
0-5 years per paycheck)	2 weeks (3.08 hours per paycheck)	1 week (1.54 hours
6-15 years hours per paycheck)	3 weeks (4.62 hours per paycheck)	1-1/2 weeks (2.31
16+ years per paycheck)	4 weeks (6.15 hours per paycheck)	2 weeks (3.08 hours

Definitions of regular full time and regular part-time employees can be found in Section III, Subsection H of this manual.

Vacations of one week or more consecutive days will be scheduled at least one (1) month in advance for the mutual convenience of the employee and the city government so proper adjustments can be made in the work schedules. No employee may begin his/her annual leave until his/her request has been approved by the Mayor and/or Department Head.

All annual vacation leave must be used prior to the employee receiving long term disability benefits.

An employee who is separated from city employment shall be paid for his/her unused vacation leave. The termination date shall coincide with last day of pay. In no event will an employee who has not completed at least 90 days of satisfactory service receive terminal annual vacation pay.

Legal holidays falling within a vacation period are not to be counted as vacation days. There shall be no pay in lieu of vacation. When an employee is on "leave without pay" for 15 days during any calendar month, no vacation leave will accumulate. Employees may not borrow against future annual vacation or transfer earned leave to another employee.

If the employee has accrued compensatory time, the employee may be required to use compensatory time before using vacation leave or other types of leave.

Vacation leave can be taken in minimum increments of one hour. Vacation can only be used if vacation hours are available.

Vacation does not accrue while on short term or long term disability, leave without pay status, or FMLA, with the exception of Employees on Workers Compensation, who will continue to accrue vacation during the period of absence.

After twenty (20) working days of full compensation, members of any reserve component of the armed forces of the United States, including members of the Tennessee army and national guard, may use up to five (5) days of sick leave in lieu of annual leave for the purposes of not having to take leave without pay. (T.C.A. 8-33-109)

EMPLOYEE CLASSIFICATIONS:

1. **Exempt Employees** – An employee is exempt from the overtime provisions of the Fair Labor Standards Act, if they are classified as an executive, professional or administrative and meet specific criteria for exemption and must be paid at least \$684 weekly. All salaried positions are required to work a minimum of eighty (80) hours per pay period, at their office or city property unless otherwise approved by the Mayor. Any time less than eighty (80) hours is to be made up using leave (Vacation, Sick, or Holiday leave) with prior approval by the Mayor. Salaried employees who work additional time above the required eighty (80) hours in a pay period may only flex their time within the pay period or within two (2) weeks of the pay period which the additional time was worked after approval by their immediate supervisor or the mayor.
2. **Non-exempt Employee** – An employee who is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee is entitled to receive overtime for all hours worked beyond 40 in a workweek (except as FLSA allows for police officers and fire fighters.)

Overtime for non-exempt employees is paid for hours worked over 40 per week. Exceptions are made by FLSA for police officers and fire fighters on different shifts. Overtime must be authorized in advance. Sick time is not counted as hours worked for overtime calculations.

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

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

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

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

Reasons for changes:

- Changes in FLSA – wage and hour – new minimum salary for exempt employees.
- Due to some issues we had with the 12/13/19 payroll, I would like to suggest the following changes be made to the employee manual concerning hours paid.
 - **Reason:** Some employees were paid for Holiday, Sick Time/Vacation Time/Comp Time, Regular Hours and Straight Overtime, which results in paying an active employee out for vacation, sick or comp time at the end of the calendar year.
 - **Example:** Employee is scheduled to work 40 hours per work week. Week 1 contained 2 holidays which equal 16 hours, employee worked 10 hours, employee marked 24 hours comp time to be paid. This resulted in 50 hours total for week 1. Pay was entered as 16 hours - holiday pay, 24 hours - comp pay, 10 hours – straight overtime pay. He should not have been eligible for any type of overtime pay until he physically worked 24 hours. Regularly scheduled week is 40 hours minus 16 hours of holiday pay equal 24 hours required for the week. Comp pay should have been changed to 16.

ORDINANCE #

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE,
REPLACING MUNICIPAL CODE, TITLE 15 AND ADOPTING BY
REFERENCE STATE TRAFFIC OFFENSES AND RULES OF THE ROAD.**

WHEREAS, the City Council desires to adopt by reference state traffic offenses, registration requirements and rules of the road; and

WHEREAS, the Tennessee General Assembly allows municipalities to the adoption of state laws by reference;

NOW, THEREFORE, BE IT ORDAINED by the Town of Ashland City, that Section 15 of the Municipal Code is hereby repealed in its entirety and replaced as follows:

15-101. Adoption of state traffic statutes. By the authority granted under Tennessee Code Annotated § 16-18-302, the Town of Ashland City adopts by reference as if fully set forth in this section, the “Rules of the Road,” as codified in Tennessee Code Annotated §§ 55-8-101 through 55-8-199 and §§ 55-8-201 through 55-8-207. Additionally, the Town of Ashland City adopts Tennessee Code Annotated §§ 55-4-101 through 55-4-128, §§ 55-4-130 through 55-4-133, §§ 55-4-135 through 55-4-136, §§ 55-8-301 through 55-8-307, §§ 55-9-401 through 55-9-408, §§ 55-9-601 through 55-9-606, §55-12-101 et al (Tennessee Financial Responsibility Law of 1977), and § 55-50-351, by reference as if fully set forth in this section.

Section 3. This ordinance shall take effect 20 days after the final reading, the public welfare requiring it.

First Reading: February 11, 2020
Public Hearing: March 10, 2020
Second and Final Reading: March 10, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

Approved as to form: _____
City Attorney Jennifer Noe

ORDINANCE #

**AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO
AMEND TITLE 18, CHAPTER 1, SECTION 18-107**

WHEREAS, the Mayor and Council have contracted with an insurance provider for coverage of water loss due to leaks; and

WHEREAS, this coverage adopts the towns previously approved policies for adjustments; and

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to change the Code of Ordinances of the Ashland City and wish to update Title 18 Chapter 1, Section 18-107.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 18, Chapter 1, Section 18-107 be amended to read in its entirety as follows:

18-107. Water and sewer scheduled rates and charges.

(1) The charges and/or rates for water and sewer and/or water and sewer services provided and furnished by the Town of Ashland City, Tennessee, to its inhabitants, and to all users of such water and sewer services, for each and every calendar month of the year, are hereby adopted, fixed, and established as set forth in the following schedule, to-wit:

	WATER RATES		SEWER RATES
	<i>Inside City Limits</i>	<i>Outside City Limits</i>	<i>ALL</i>
Base Charge (minimum fee)	\$10.89	\$20.44	\$10.89
ALL RATES ARE PER 1,000 GALLONS			
First gallon used to last gallon	\$7.17	\$8.18	\$7.17

The water and sewer rates may be adjusted each budgeting cycle to meet the operational requirements including expenses and debt service obligations.

Flat Rate Sewer- Monthly	\$8.00
Non-refundable Application Fee-owner	\$50.00
Non-refundable Application Fee-renter	\$100.00
Residential STEP fee- monthly	\$9.50
Commercial STEP fee- monthly	10% of combined water and sewer total
Returned check	Amount allowable by State Law
Reconnection Fee- inside city limits	\$50.00
Reconnection Fee- outside city limits	\$75.00
After Hours Reconnection Fee- inside city limits	\$75.00
After Hours Reconnection Fee- outside city limits	\$100.00

Industrial rates outside of the industrial park sewer system may be charged at the rate listed above but be charged on the number of gallons of sewer versus number of gallons of water if the industrial user installs a dedicated line to the plant with an appropriate manhole for testing of the sewer and approval of the line by the Town of Ashland City.

(2) Billing and payment.

- (a) Utility bills for residences will be rendered monthly. Commercial and industrial customers may be billed monthly or more frequently, at the discretion of the **City Council**. **The accounting department shall notify each customer of amount due for water and/or sewer services provided.**
- (b) Utility bills shall include a “net” amount and a “gross” amount. The gross amount is due as specified on the bill and is the net plus ten (10) percent.
- (c) Should the net date for payment of a bill fall on a weekend or a holiday, the bill may be paid on the following business day at the net amount.
- (d) When a customer does not pay current bill by the cutoff date, service shall be discontinued in accordance to the utility’s discontinuance of service policy.
- (e) Utility bills are recognized, as a routine bill owed by the customer. The customer’s failure to receive a bill does not change in any way the customer’s obligation to pay the amount due in a timely manner.
- (f) The following bill payment method/locations are acceptable:
 - (i) Mail - payment will be posted according to the postmark on the payment.
 - (ii) Drop-off box - payment posted on business day that box is opened.
 - (iii) Town hall and other designated areas as approved by the governing body.
 - (iv) Automatic ach withdrawal.
 - (v) Credit card.
- (g) The following residential dwellings shall have a separate meter for each living unit:
 - (i) Single family dwellings and duplexes if being served by more than one (1) electric meter base after the effective date of the ordinance comprising this chapter. However, duplexes may elect to have one (1) commercial tap upon giving reasonable notice the city.
 - (ii) Triplexes and multiplexes (three or more meters) if individually owned
 - (iii) Condominiums after the effective date of the ordinance comprising this chapter. However, condominiums may elect to have one (1) commercial tap if the bill will be paid by one (1) individual such as a homeowner’s association upon giving reasonable notice to the city
 - (iv) Mobile homes and mobile home parks after the effective date of the ordinance comprising this chapter.
 - (v) Apartment buildings that were receiving utility service prior to the implementation of the ordinance comprising this chapter.
- (h) The following residential dwellings shall have one (1) commercial tap for all living units:
 - (i) Apartment buildings consisting of four (4) or more units; (i) All customers in section (g) and (h) above who are allowed to receive service to multiple users though a single meter shall be charged commercial rates if those differ from residential rates. In addition, the following method of bill computation shall apply: The bill shall be calculated by the number of units multiplied by the base charge for water and sewer plus the fee for gallons of water and sewer used. The total bill shall be the responsibility of the customer who contracted for the metered service. Example: 12-unit residential complex 12 units multiplied by the base charge plus water usage (j) Each customer must give a one (1) day notice to the utility of service termination. (k) Procedure for customer notification of discontinuance of service: (i) In person: customer must present acceptable identification, or
 - (ii) Mail or fax: customer must include address, account number, and one other form of positive account identification

(3) Adjustments of billing. Customers have the option of participating or opting out of the insurance program which covers water loss due to leaks. If the customer opts out of the insurance coverage the water loss will be at the customer's expense. Customer's that choose to participate in the insurance program will be required to file claims for adjustments through the insurance provider under the Town's previously adopted policy restrictions as follows:

- (a) It is the customer's responsibility to keep his plumbing system in good working order.
- (b) The "utility" will first determine that the meter was properly read. If an investigation of the meter and meter records establishes that the meter was misread or that there was a failure of utility equipment, a new bill will be issued using an estimated reading based on an average of the past 12 months' billings for this period. There will be no penalty assessed in the event the adjustment procedure delays payment past the penalty date.
- (c) If an investigation of the meter and meter record establishes that the meter was properly read and that there was no failure of utility equipment, the bill will remain valid and payable.
- (d) Adjustments for water.
 - (i) Will be considered only if the leak caused the bill to be five (5) times an average bill. A signed affidavit showing proof of repair will be required before an adjustment can be issued. The calculation for a bill five times greater is as follows:
 - (A) Determine the average usage of past 12 months then subtract average from usage billed;
 - (B) Take one-half of usage difference;
 - (C) Add average usage and one-half of difference, and
 - (D) The total usage will be the new amount billed. Only one (1) adjustment for water will be allowed in one calendar year.
Example: 12 Month Average = 5,500 gallons Bill with leak = 35,500 gallons (This is 5 times greater than average)
Difference = 30,000 gallons One-half of difference = 15,000 gallons
Average + difference = 20,500 gallons (Adjusted bill amount)
 - (ii) Adjustments for sewer will be considered when a leak occurs in the water system of the customer and the leak does not enter the sewer system. The sewer bill will be adjusted to an average annual bill. An example of this would be a pipe leak in the ground on the customer's property. Water leaks that enter into the sewer system, such as a faucet leak, will be adjusted on the same basis as a water leak. Sewer adjustment is limited to two (2) consecutive billing periods per leak.
 - (iii) Adjustments for swimming pools will be for sewer only and one (1) per calendar year. The adjustment will be based on the capacity of water in gallons held by the pool.
- (e) Adjustments on water and sewer bills will not be made on the following:
 - (i) Routine dripping faucets, leaking commodes, or any type of faulty customer plumbing;
 - (ii) Premises left or abandoned without reasonable care for the plumbing system;
 - (iii) Watering of lawns or gardens.
- (f) The "utility" shall not be obligated to make adjustments of any bills not disputed within thirty (30) days from the billing date.
- (g) All requests for billing adjustments must be received by phone, in writing or in person at the business office of the "utility" during regular business hours or official meetings of the "utility."
- (h) The mayor or his designee shall file a written report of the customer billing adjustment and the action of the staff regarding the adjustments.
- (i) The governing body has the discretion to grant adjustment associated with natural disasters.
- (j) The governing body authorizes the department head and/or administrator the discretion to grant a payment plan for a person with extenuating circumstances.

(4) Service connections.

- (a) The service connection to single family residences shall be limited to serving one residence only. No other dwelling, whether located on the same parcel or on an adjoining parcel, shall be served

through the same service connection. Customers may have lines extended to barns and other uninhabited buildings as part of his service, provided that the installation meets the utility's specifications.

- (b) A residential tapping privilege shall not entitle a customer to connect a commercial or industrial business such as a beauty parlor or repair shop to the utility's lines without notifying the utility and paying the additional amount required for a commercial or industrial tap.
- (c) Authorized employees, representatives and contractors of the utility shall have access to all properties served by the utility at reasonable times for the purpose of reading meters, maintaining and inspecting lines and connections to the utility (or believed to be connected to the utility), observation, measurement, sampling and testing as provided by the policies of the utility and by state and federal law.
- (d) The failure of a customer to comply with the provisions of this and other ordinances and policies of the utility shall constitute a breach of contract by the customer. Any customer found to be violating any provision of this ordinance shall be served by the utility with written notice stating the nature of the violation and providing a time limit for the satisfactory correction thereof. The offending customer shall, within the period of time stated in such notice, permanently cease all violations.
- (e) Any customer who shall continue any violation beyond the time limit stated in the notice shall be disconnected from the system at the convenience of the utility.
- (f) If more than one customer is served from a single residential meter installation, the reliability and lifespan of the equipment is impaired. Failure to give notice of additions or changes in load to utility equipment shall render the customer liable for any damage to utility lines or other equipment caused by the addition or modified installation.
- (g) The following residential dwellings shall have a separate meter for each living unit:
 - (i) Single family dwellings and duplexes if being served by more than one electric meter base after the effective date of this ordinance
 - (ii) Triplexes and multiplexes (three or more meters) after the effective date of this ordinance;
 - (iv) Condominiums after the effective date of this ordinance;
 - (v) Mobile homes after the effective date of this ordinance;
 - (vi) Mobile home parks applying for service after the effective date of this ordinance,
 - (vii) Apartment buildings applying for new service after the effective date of this ordinance, except by written agreement with the utility.
- (h) The following residential dwellings shall be allowed to maintain multiple living units on one commercial tap:
 - (i) Mobile home parks consisting of five (5) or more units that were receiving utility service prior to the implementation of this ordinance
 - (ii) Apartment buildings consisting of five (5) or more units that were receiving utility service prior to the implementation of this ordinance.
 - (iii) Hotels, motels and campgrounds consisting of five (5) or more units, regardless of when service was initiated.
 - (iv) All customers in section (g) above who are allowed to receive service to multiple users through a single meter shall be charged commercial rates if those differ from residential rates. In addition, the following method of bill computation shall apply: The bill shall be calculated by the number of units, less one, multiplied by the minimum charge plus the original billed amount. The total bill shall be the responsibility of the customer who contracted for the metered service. Example: 12 Unit Residential Complex 12 units multiplied by minimum billing plus usage.

(5) Bad check. When financial institutions return a check or ach withdrawal to the city for insufficient funds or account closed the city will levy a service charge for the amount of check or withdrawal and will require the check to be picked up or the ach withdrawal to be paid by a specified date. Bad

check/ach withdrawal service charge is established Change 11, April 12, 2016 18-11 under this subsection and the customer may be required to pay the amount by money order, cashier's check or cash, at the discretion of the utility personnel.

(6) Charges for new service.

- (a) Any customer or potential customer desiring utility service from this utility shall fill out a customer application form. The fee associated with the application is not a security deposit and is not refundable unless the utility cannot, within a reasonable period of time, provide service.
- (b) No application fee shall be assessed to a property owner who resumes responsibility for service formerly in the name of a tenant.
- (c) A tap fee is a charge made when utility service is initially run from the main line to the customer's property line. The ownership of the tap is conveyed along with the property.
- (d) A residential or commercial/industrial tap shall entitle a customer to utility service to one and only one dwelling or business. If a second residential dwelling or business is to receive service on the same or neighboring tract, a second tap must be obtained, unless otherwise determined by the governing body.
- (e) If any customer fails to disconnect any additional dwellings during the allotted time period, the customer's service shall be disconnected for violation of the rules and regulations of this utility at the convenience of the utility.
- (f) The owner of a property may be allowed to call in to have temporary service restored to his rental property without having to come in to the office in person, as long as all accounts are current.

(7) Temporary or seasonal charges.

- (a) Customers requiring temporary service shall pay all costs of connecting and disconnecting service, in addition to the regular charge for water used, provided such temporary service can be feasibly provided at the discretion of the utility. No application fee shall be assessed to a property owner who resumes responsibility for service formerly in the name of a tenant.
- (b) The customer shall pay all costs for the discontinuance and reinstatement of service for any other purposes for the customer's exclusive benefit.
- (c) If a customer wishes service to be temporarily turned off, he must contact the utility in person or in writing. Depending on the duration of the cut-off, the utility will valve off or remove the meter, at its discretion.
- (d) As long as the account is active, a minimum bill will be assessed at each billing period. All taps made after the acceptance of this ordinance will be considered an active account so a minimum bill will be assessed. (The minimum bill reflects each customer's share of the overhead to operate the system). By keeping the account active, the customer can demand service at any time and therefore must share in the costs.

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

1st reading _____

Public hearing _____

2nd reading _____

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

ORDINANCE #

AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 19/20 FISCAL YEAR.

WHEREAS, the Mayor and Council appropriate \$3,500 for the Court Department’s traffic school materials line item; and

WHEREAS, the Mayor and Council appropriate \$16,000 for the General Government and Administration consultant services line item for the salary study project; and

WHEREAS, the Mayor and Council appropriate **XXXXXX** for the engineering fees for the traffic signal design.

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

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

<i>General Fund</i>	<i>Beginning Budget</i>	<i>Ending Budget</i>
Court Department	\$273,050.00	
Recorder Office and General Government	\$745,750.00	

1st reading February 11, 2020
Public Hearing March 11, 2020
2nd reading March 11, 2020

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

NO. _____

**DEPARTMENT OF THE ARMY
EASEMENT FOR PUBLIC ROAD OR STREET**

LOCATED ON

PROJECT

_____ County, _____

Tract No. _____

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **NAME OF GRANTEE**, hereinafter referred to as the grantee, an easement for a road or street, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibit(s) **LETTERS**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted in perpetuity.

2. CONSIDERATION

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **Name and Address of Grantee**, and if to the United States, to the District Engineer, A ATTN: District Chief of Real Estate, Real Estate Contracting Officer, 110 9th Avenue North, Room A-405, Nashville, Tennessee 37203, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized

representatives. Any reference to “grantee” shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Nashville District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be

necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

16. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

17. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

18. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

19. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. ' 2000d); the Age Discrimination Act of 1975 (42 U.S.C. ' 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

22. RESTORATION

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. ' 403), Section 404 of the Clean Water Act (33 U.S.C. ' 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

24. EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the grantee and any reference to “contract” shall refer to the easement.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

(a) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a) (ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a) (ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(b) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(c) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(d) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(e) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(f) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(g) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(h) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a) (1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(i) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at

least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(j) Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(k) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(l) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(m) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

25. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the Easement.

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime

contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Record keeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and noncovered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work

in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41CFR60-741.23(d), and 29 CFR 1630.14(c) (1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's record keeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

26. SITE SPECIFIC If applicable.

27. SUCCESSION (If applicable). This easement supersedes and is in lieu of Easement _____ dated _____.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, _____.

Real Estate Division
U.S. Army Corps of Engineers
_____ District

THIS EASEMENT is also executed by the grantee this _____ day of _____, _____.

Witness

NAME OF EXECUTING OFFICIAL
Title Line 1
Title Line 2

CORPORATE CERTIFICATE

I, _____ certify that I am the _____ of _____; that _____ who signed the foregoing instrument on behalf of the corporation was then _____ of the corporation. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of _____ in executing said instrument.

Date _____

Corporate Secretary or other appropriate officer
(Excluding the officer executing the instrument)

or;

CERTIFICATE OF AUTHORITY

I, _____ certify that I am the _____ (Clerk) of _____, that _____, who signed the foregoing instrument on behalf of the grantee, was then _____ of _____. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

Date: _____
Clerk or Appropriate Official

ACKNOWLEDGMENT

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, _____, before me the undersigned Notary Public, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF _____)
 : **ss**
COUNTY OF _____)

On this _____ day of _____, _____, before me the undersigned Notary Public, personally appeared _____, Real Estate Division, U.S. Army Engineer District, _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

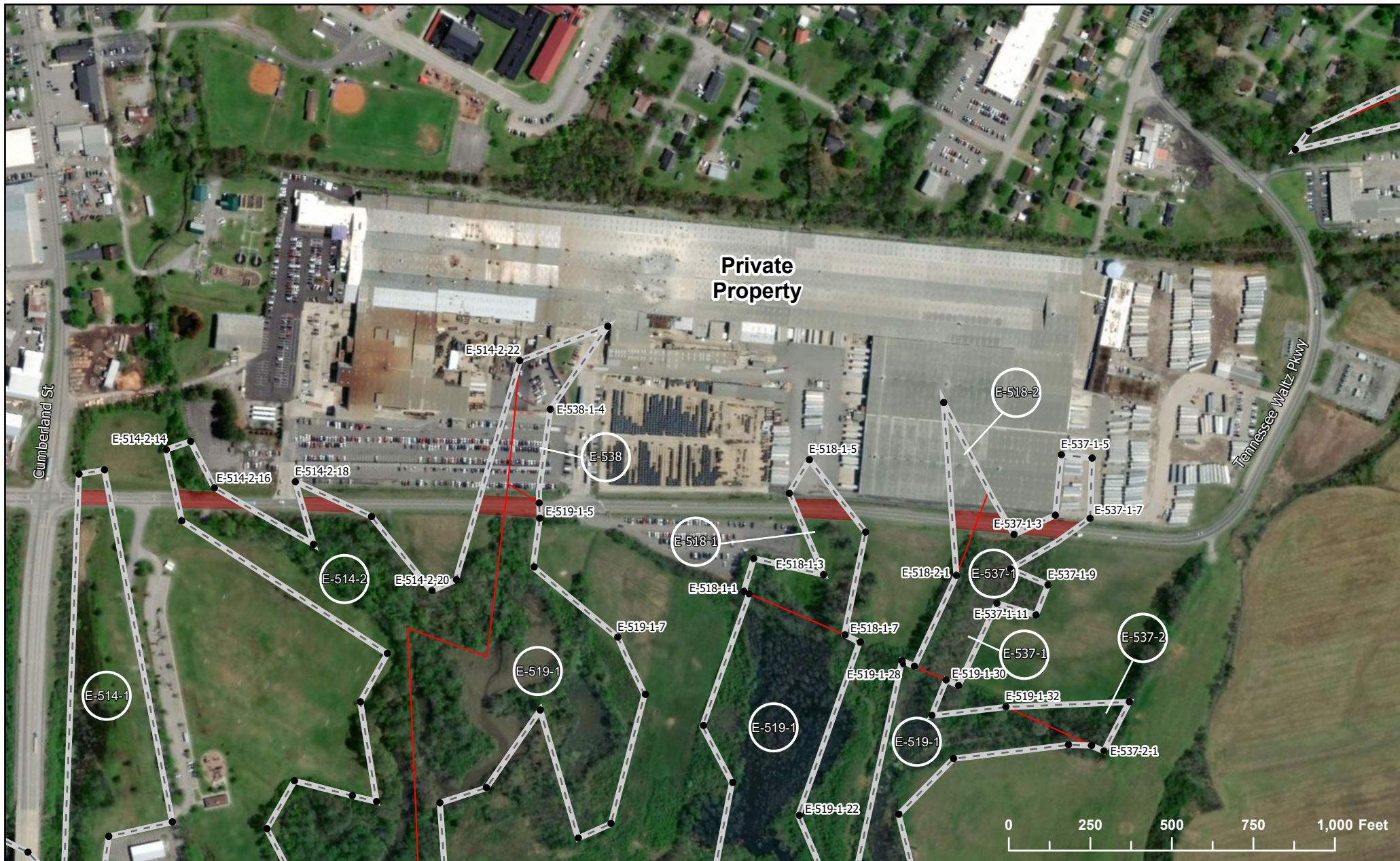
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

NAME, Realty Specialist
U.S. Army Corps of Engineers
Address
Telephone Number

REVIEWED FOR LEGAL SUFFICIENCY BY:

_____, Attorney
Telephone Number

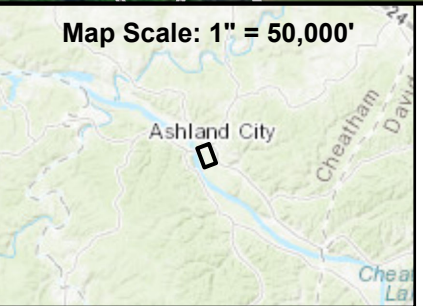


Legend

- Tracts
- Monuments
- Easement = +/- 1.82 ac
- Government Boundary Line

US Army Engineer District
Nashville District Corps of Engineers
Real Estate Division

Scale 1" = 400 feet	County Cheatham County, Tennessee
Date February 2020	Mapper Matthew Snider



**Cheatham Lock and Dam
Easement**
 Tracts E-514-1, E-514-2, E-518-1, E-518-2,
 E-519-1, E-537-1, E-538 = +/- 1.82 ac
 to
 Ashland City, TN
 for
 Roadway Easement
Exhibit "A"

RESOLUTION NO. 2020-

A RESOLUTION IN SUPPORT OF FISCAL YEAR 2020 THDA HOME GRANT APPLICATION

WHEREAS, the Tennessee Housing Development Agency (“THDA”) is making federal HOME Investment Partnerships Program (“HOME”) funds available to cities and counties to promote the preservation and rehabilitation of single-family housing for low-income households; and

WHEREAS, the Town of Ashland City wishes to improve single-family housing for low-income households within the Town of Ashland City; and

WHEREAS, the Town of Ashland City seeks to apply for HOME funds in an amount not to exceed five hundred thousand dollars (\$500,000.00); and

WHEREAS, HOME funds do not require a local match.

NOW, THEREFORE, BE IT RESOLVED by the Town of Ashland City that application be made for HOME funds and that Mayor Steve Allen be authorized to sign the application and all required assurances.

We, the undersigned City Council members, meeting in Regular Session on this 11th day of February, 2020 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

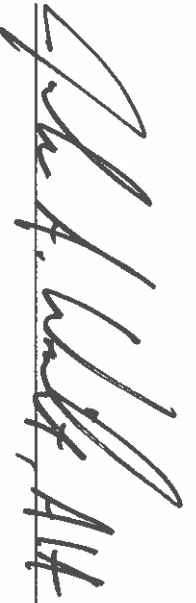
City Recorder Kellie Reed, CMC, CMFO

BID TABULATION

Fire Station Number 2 Reroof

BIDDER	BID BOND	BASE BID	ALT. No. 1	ALT. No. 2	ALT. No. 3
ABSOLUTE ROOFING		\$51,800			
HEUBLE CONSTRUCTION		\$59,850			
JOY CONSTRUCTION					

I CERTIFY THAT THE TABULATED
BIDS SHOWN HEREON ARE A TRUE
REFLECTION OF THE ACTUAL BIDS



February 7, 2020

Town of Ashland City
 Fire Station 2 Pre-Bid Meeting
 200 Marrowbone Ln Ashland City TN 37015

Name	Notman White	Email	
Company Name	Wilco Roofing	Phone	615-828-5557
		Email	wilcoroofingTN@gmail.com

Name	Joe Derrick	Email	
Company Name	Professional Const Solution	Phone	615 456-7874
		Email	Joe@thePcsTeam.com

Name	Cody Heggie	Email	
Company Name	Heggie Construction	Phone	931-206-6501
		Email	Heggieconstruction@gmail.com

Name		Email	
Company Name	Absolute Roofing Tim Burrier	Phone	501 473 0735
		Email	absolute.roofing@gmail.com

Name		Email	
Company Name		Phone	