

TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting November 03, 2020 6:00 PM Agenda

Mayor: Steve Allen Vice Mayor: Daniel Anderson Council Members: Tim Adkins, Gerald Greer, Roger Jackson, Chris Kerrigan

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. October 6, 2020 Meeting Minutes

REPORTS:

- 2. Fire, Codes and IT Report
- 3. Police Department
- 4. Court Department
- 5. Senior Center
- 6. Parks Department
- 7. Public Utilities/Works
- 8. Financial Director
- 9. City Recorder

OLD BUSINESS:

- 10. Resolution: Alley Abandonment
- 11. Ordinance: Rezone Request: R3 to R3-PUD 580 South Main Street Map 55F H Parcel 4.00
- 12. Ordinance: Rezone Request: R4PUD to R4- Peach/Main Street Map 49J Parcel 1, 1.01, 4
- 13. Ordinance: Amending Municipal Floodplain Zoning Ordinance
- 14. Ordinance: Amend Title 18
- 15. Budget Amendment #1 FY 2020-2021

NEW BUSINESS:

- 16. Citco Agreement for Handheld Devices
- 17. Tyler Agreement for Handheld Devices
- 18. Mowing Contract Renewal
- 19. Amend Title 12, Chapter 1: Section 12-101. Standard Codes Adopted
- 20. Event/Park Committee Discussion

SURPLUS PROPERTY NOMINATIONS:

EXPENDITURE REQUESTS:

21. Archive Social Quote

ER.

ADJOURNMENT

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



TOWN OF ASHLAND CITY Regularly Scheduled Workshop Meeting October 06, 2020 6:00 PM Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:00 p.m. and read a letter aloud from Ms. Lisa Walker stating she will be resigning from City Council.

ROLL CALL

PRESENT Mayor Steve Allen Vice Mayor Daniel Anderson Councilman Tim Adkins Councilman Gerald Greer Councilman Chris Kerrigan ABSENT Councilman Roger Jackson Councilwoman Lisa Walker Mayor declared a quorum.

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES

 September 1, 2020 Workshop Meeting Minutes A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the meeting minutes. All approved by voice vote.

REPORTS:

2. Fire, Codes and IT Report

Chief Chuck Walker reported everything is going well. He stated codes is very busy. Further, Jake was out for a couple of weeks and he apologized he was unable to get the report out; however, the fire report was emailed to everyone and he stated he will answer any questions.

- Police Department Chief Ray reported they have been busy and the two (2) new cars are now equipped and on the road. Further, the shotguns have come in.
- 4. Court Department

Ms. Anita Justice stated they are staying busy and she has nothing to report.

5. Senior Center

Ms. Melissa Womack reported the center is open at a phased level and everything is very restricted. They are slow with people coming in and have strict guidelines which is part of that is what keeps them away bc they are use to free reign. She stated for the event committee side the Community on the Cumberland event is Saturday and sixty-one (61) vendors are signed up. Scott has field lad out for that. They will have a DJ instead of live music as they cut budget due to COVID and planning. Advertising we weren't sure we could have it until last week when the governor made his announcements. She reported they have ninety-one (91) participants for the disc golf tournament. One of the vendors will supply ten (10) activities for children. She stated the event committee met today in the park and the park has never looked as good at it does right now as the Parks and Recreation Department is doing a good job. Mayor stated he

agrees as he has gone down and walked a lot and has met lots of people who all say it is gorgeous.

6. Parks Department

Mr. Scott Sampson stated he handed out a list of upcoming events.

7. Public Utilities/Works

Mr. Clint Biggers stated they are busy, the water tank and plumbing is complete. They are waiting on electronics so it will communicate with the pump station. He reported they should be finished with Skyview this afternoon or tomorrow placing nine (9) water and sewer taps. Mayor stated the water tank lit up bright.

- 8. Financial Director None.
- 9. City Recorder

Ms. Kellie Reed stated she is starting to work on the Christmas Parade and is continuing to work on the TCRS project with the front.

OLD BUSINESS:

10. Resolution: Alley Abandonment

City Attorney Jennifer Noe stated she believes this has already been done. Further, Ms. Reed found some information where it was not abandoned and we need some more time to go back further look at old records. Ms. Reed stated we will be asking for a deferral next week.

- Resolution: Industrial Access Road Grant Ms. Reed stated this is a resolution for the industrial access road grant Clint has met with TDOT and we will ask for passage next week.
- Resolution: Use of Force Policy Ms. Noe stated the governor required had a checklist of recommendations for this policy so they went through and made changes.
- Ordinance: Correction to Rezone Ordinance 471 & 483
 Ms. Reed stated this for R3PUD should have been R4PUD it was an oversight and a typographical error. Anderson questioned where this is. Chief Walker responded it is on Bellstreet.
- 14. Ordinance: Amend Title 18

Mr. Biggers stated this is the ordinance where commercial business responsible for tanks, control panels, and maintenance. Mayor questioned the cost savings. Mr. Biggers responded at least fifty-thousand (\$50,000) a year as one (1) pump at Wal-Mart is about two-thousand (\$2,000).

NEW BUSINESS:

15. Mid Cumberland Transportation Agreement

Ms. Reed stated this is the annual agreement for transportation to the center.

- 16. Use of Facilities Hold Harmless Agreement Ms. Reed explained this is an agreement for a movie production company to utilize the police department for filming. Chief Ray stated they want to use the front entrance and interrogation
 - department for filming. Chief Ray stated they want to use the front entrance and interrogation room. Further, they will pay for an officer to be with them the whole time.
- Resolution: TCRS Former Employee Buy Back Plan Ms. Reed explained this is to give the employees the option to buy back their probationary period. Vice Mayor Anderson questioned how this came up. Ms. Jennifer Noe stated an employee requested it.
- Resolution: TCRS Reduction in Probationary Period Ms. Noe stated TCRS recommended this so there will be no need for any buy back or probationary period in the future.
- Resolution: "Safety Partners" Matching Grant
 Ms. Reed stated this is a 50/50 matching grant to purchase steel toe boots for employees.
- 20. Resolution: Tennessee Department of Health: Healthy Built Environment Grant

Ms. Reed stated Mr. Brian Stinson requested we pass this resolution for a zero match grant to apply for funding to help build on to the trail.

- Resolution and Engagement Letter: Bass, Berry, and Sims Wastewater Treatment Plant Ms. Reed explained there will be two (2) required resolutions to authorize the loan, anticipation notes, pledge payment.
- 22. Ordinance: Rezone Request: R3 to R4-PUD 580 South Main Street Map 55F H Parcel 4.00 Chief Walker stated this is across from Sonic. Mr. Stratton and Mr. Mayo are keeping the current brick house and add a few around it. They are building cottage type homes and they say it will be nice and landscaped with a private road. Chief Walker stated they will be aiming toward retirement homes, one (1) story homes from the way he understood it. Further, the plat drawing is included. Chief Walker stated he will let everyone know if we have any comments.
- 23. Ordinance: Amending Municipal Floodplain Zoning Ordinance Chief Walker explained every ten (10) years or so they update flood plain maps this refers to the updated maps they were advertised and had no opposition. Further, this has to do this to be in compliance with flood insurance program so people in the community can purchase flood insurance. The elevation has been increased so it shouldn't affect us tremendously.
- 24. Ordinance: Rezone Request: R4PUD to R4- Peach/Main Street Map 49J Parcel 1, 1.01, 4 Chief Walker stated this is across from Boarders Inn on the hill. Further, Riegle has purchased it and wants to put in common drive and I believe it will be tall, skinny houses. Councilman Adkins questioned how many homes. Councilman Greer stated it looks like seven (7). Chief Walker stated he is not a fan of the shared driveways. Ms. Noe questioned if there is a restriction on shared driveways. Both Chief Walker and Ms. Reed responded, not to my knowledge. Ms. Noe stated she will look at that between now and next Tuesday.
- 25. Budget Amendment #1 FY 2020-2021 Ms. Reed stated this is to allocate the money for the food pilot program totaling seventeen thousand seven hundred dollars (\$17,700). Ms. Womack stated there were twelve (12) people the first month and there will be four (4) new ones this month. She further stated it went great lot of good feedback for this program.

SURPLUS PROPERTY NOMINATIONS:

- 26. Firearms- Police Department Chief Ray stated they will trade for firearms or ammunition.
- 27. EZ GO Golf Cart w/Charger- Parks and Recreation Mayor questioned if this will go to govdeals. Mr. Sampson responded yes.

EXPENDITURE REQUESTS:

28. Bid Award: Road Resurfacing

Mr. Biggers stated the bid opening will be Friday.

- 29. Bid Award: Shade Structures
 - Mr. Sampson stated the bid opening will be Friday for this as well.
- 30. Quotes from 3 HVAC companies for heating and cooling units at Riverbluff Park Mr. Sampson stated he collected three (3) quotes and recommend going with lowest quote for the heating and cooling inside Riverbluff bathrooms. Vice Mayor Anderson questioned if this is for a ductless minisplit unit. Mr. Sampson confirmed that is correct.

OTHER.

Vice Mayor Anderson questioned if Hidden Lakes has a new attorney. Ms. Noe confirmed yes. She stated the attorney wants to move forward for final hearing, but the court docket is very behind. She stated she has done some discovery work and Clint is working on stuff with me and they are hopefully moving forward with some kind of resolution.

Vice Mayor Anderson questioned the property on bypass. Ms. Noe stated she talked to county attorney and we talked about it today. Further, she will have a resolution for council meeting to put forth a formal offer. If the offer is rejected we will look into it further.

Vice Mayor Anderson questioned where we are with Caldwell park. Ms. Noe stated the deeds have been drawn up and she sent them to Buddy Wright to review. She stated she is trying to finalize and get all the paperwork wrapped up.

Councilman Adkins asked if Ms. Noe could fill everyone in on the process to replace a council member. Ms. Noe stated there is a resolution to accept the resignation which will be on the agenda next week. Further, this resolution will allow us to go ahead and advertise it and it will be on the agenda for the November meeting. Councilman Adkins questioned if this person will serve remainder of term. Ms. Noe responded yes.

Mayor stated there are additional items to discuss. Ms. Reed explained multimodal access grant resolution that will be in next week's packet. She further explained issues with environmental. Chief Walker stated both are ready to bid out, but Josh recommends waiting until January to bid out since lumber is high right now. Vice Mayor Anderson stated lumber package has about doubled. Vice Mayor Anderson questioned the traffic light. Chief Walker responded work will begin in February.

ADJOURNMENT

A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to adjourn. All approved by voice vote and the meeting adjourned at 6:59 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC



ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESEE, BY REZONING PARCEL 004.00 OF CHEATHAM COUNTY TAX MAP 55F, GROUP H, LOCATED AT 580 SOUTH MAIN STREET

- WHEREAS, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area in an effort to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and
- WHEREAS, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said properties; and
- **WHEREAS,** the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

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

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

The property included on Tax Map 055 F, Group H, Parcel 004.00 located at 580 South Main Street be rezoned from R-3 (Medium-Density Residential) zoning district to the R-3 PUD (Medium-Density Residential Planned Unit Development) zoning district, as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of November 2020.

This area to be zoned R-3PUD is marked with a red "X" and shown on the map below.

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

Recommended by Ashland City Municipal-Regional Planning Commission <u>9-14-2020.</u>

Passed First Reading <u>10-13-2020</u>	
Passed Second Reading	
Date of Public Hearing	
Date of Public Hearing Advertisement	

ATTEST:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC





Ashland City Fire, Building &

Life Safety Department

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

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

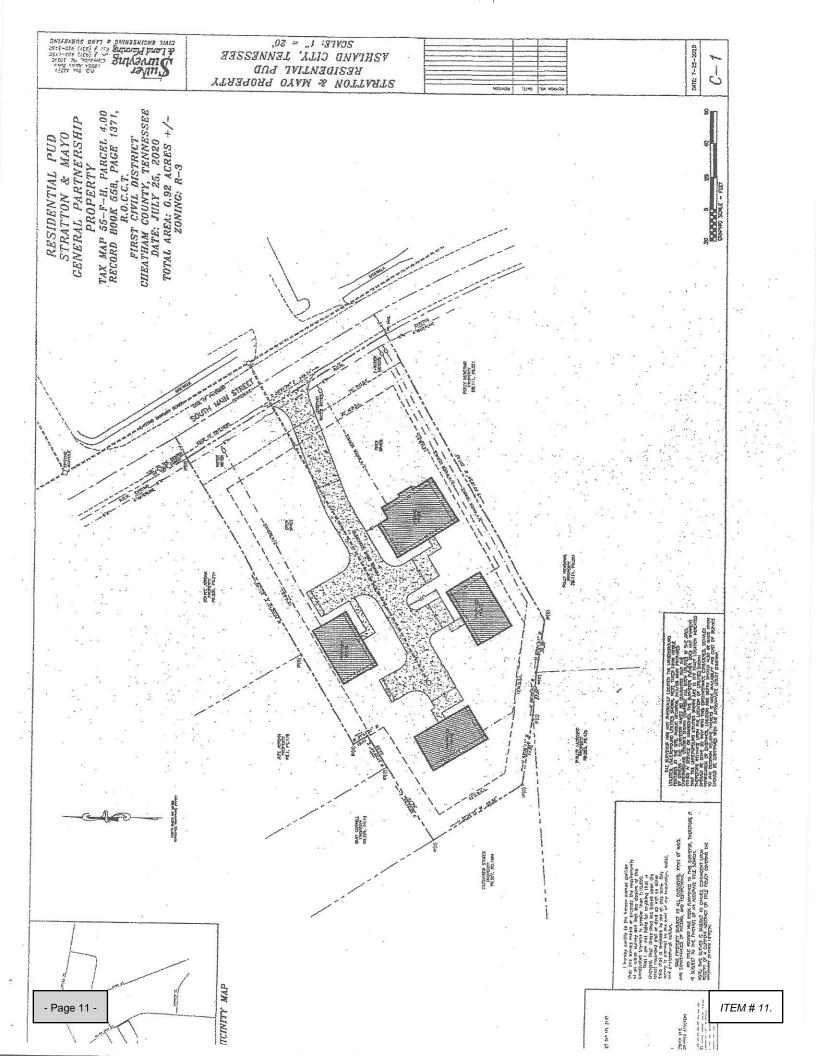
Application is her by the City Plann	reby made to the N ing Commission, to R-3	layor and City C o reclassify the _ district.	Council, which fir property describ	st must be reviewed ed below now in a
DESCRIPTION C	OF PROPERTY (At	tach Map):	Map 055F 1	Parcel_004.00
	580 SMAN	R-3	-R-4 Pl	np
REASON FOR R	ECLASSIFICATIO	N REQUEST	Planned	development
Address:	580 51	MAN ST.		

NOTE:

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

ratter 8/17/2020 Applicant Signature

Donnie Jordan, Bart Correll Cussandra Spokus, Phil Lacrosse Polly Newcomb, Need addresse





Names and Addresses of all property owners within 1000 ft on adjacent properties for rezone application regarding Stratton Mayo Property PUD

Donnie Jordan – 268 Ed Harris Rd Phillip Lacrosse- 614 S. Main St. Polly Newcomb- 622 S. Main St. Bart Correll- 104 Lowe St. Cassandra Stokes- PO Box 64



Ashland City Fire, Building & Life Safety Department

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

Application for Reclassification of Property Under the Zoning Ordinance

Application Fee: \$100.00

Application is hereby made to the Mayor and City Co by the City Planning Commission, to reclassify the p RH FVD district.	ouncil, which first must be reviewed property described below now in a
DESCRIPTION OF PROPERTY (Attach Map): SURVEY ATTACHED	Map 491 Parcel 1, 1.01, 4
REASON FOR RECLASSIFICATION REQUEST <u>REZONE FROM RY PVO TO RY.A</u> Address:	WE ARE WANTING TO SO ATTEMPTING TO SUBDIVIDE THESE LOTS

NOTE:

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- 2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the City Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
- 3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

Recent Homes 8/5/20 Date Applicant Signature



Ashland City Fire, Building &

Life Safety Department

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

SUBDIVISON APPLICATION

E6 **APPLICANT NAME: ADDRESS:** 00 **TELEPHONE:** EACH **PROJECT NAME:** NUMBER OF LOTS: PLANNING COMMISSION FEES:

Minor Subdivision (Four lots or less): \$150.00 Plat Amendment: \$150.00 Major Subdivision: \$250.00

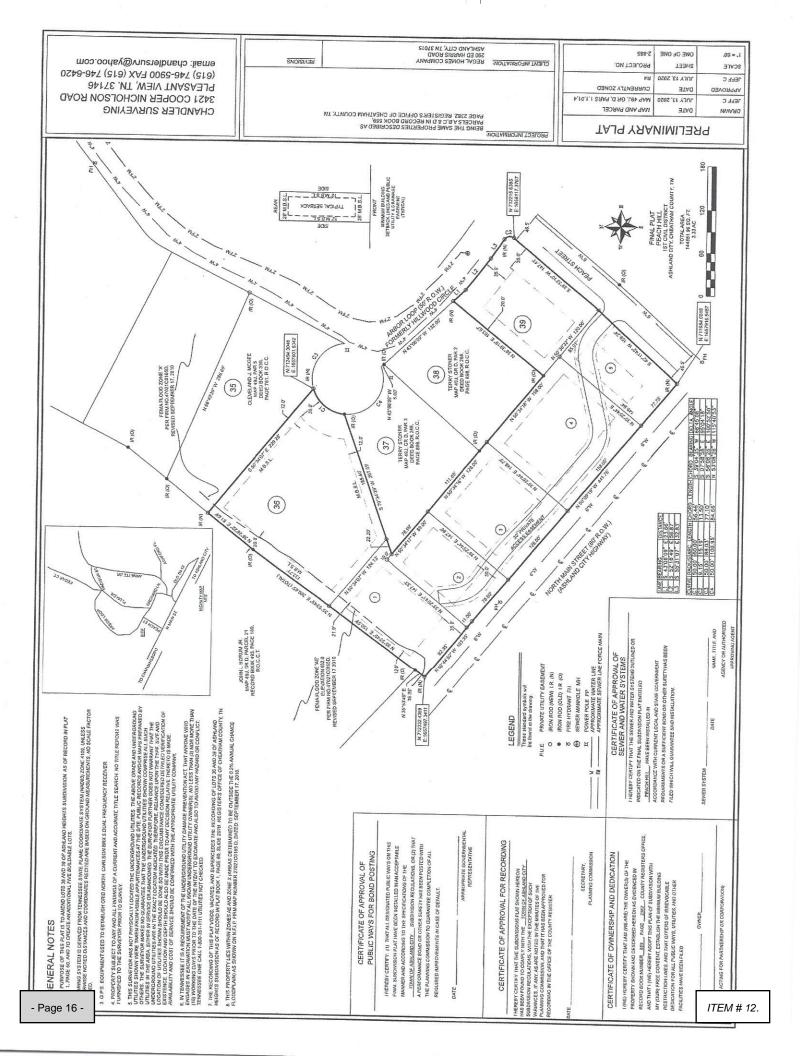
Note: Mylar shall be presented at the time of Final Subdivision Plat Approval and must be signed by all parties except for Secretary of the Planning Commission.

Having submitted plans for review by the Ashland City Planning Commission, I understand that I am responsible for all review fees incurred by the Town of Ashland City. In understand that the fee paid at the time of submittal is not applicable for the fees incurred through review. With my signature, I verify that I fully understand that I am responsible for said fees, and that I have received a copy of Ordinance #165.

Applicant's Signature

8/5/20

Date



SITE IMPROVEMENTS FOR PEACH HILL SUBDIVISION **ASHLAND CITY** CHEATHAM COUNTY, TENNESSEE (049J D 00101 000 / CURRENTLY ZONED R-4)

FEMA NOTE:

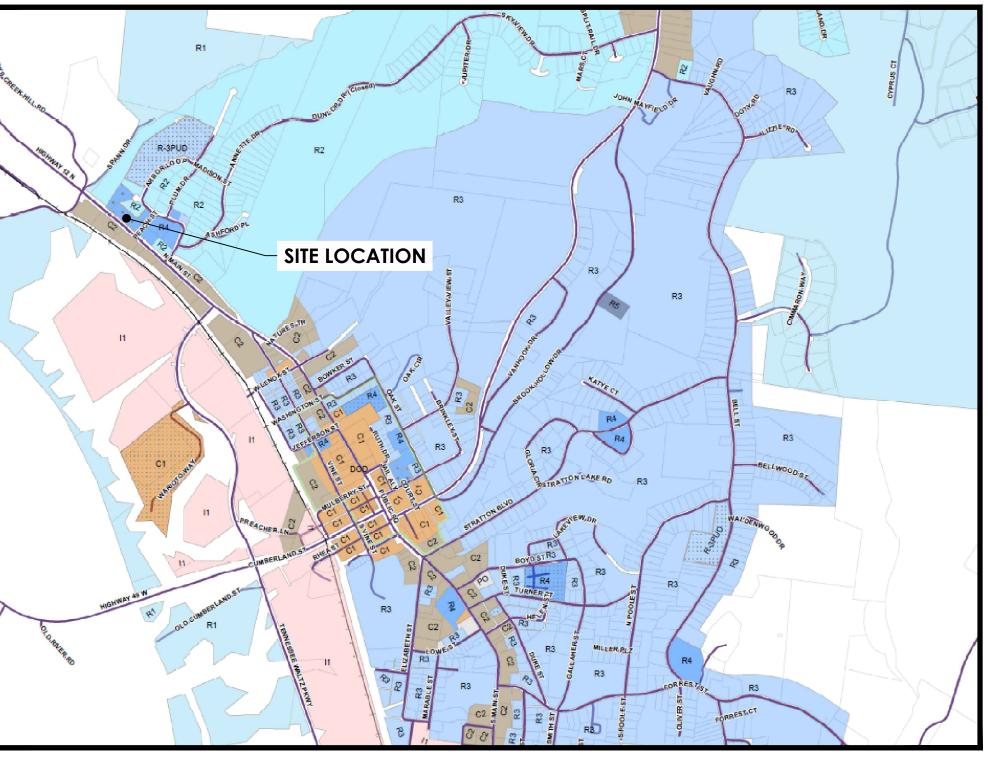
A PORTION OF THE PROPERTY IS LOCATED WITHIN ZONE "AE." 100-YEAR BASE FLOOD ELEVATION = 402.0 (NAVD 88 DATUM) :

MAP NUMBER: 47021C0165D

EFFECTIVE DATE: SEPTEMBER 17, 2010

TDEC CGP NOTE:

i hereby Certify that this pro total disturbed area is: 0.88	DJECT DOES <u>NOT</u> REQUIRE COVERAGE UND <u>ACRES</u> .	er a tennessee constructio	N GENERAL PERMIT. THE
CHECK ALL THAT APPLY: TH	IS SITE DISCHARGES INTO WATERS IDENTIFIED	D BY TDEC AS: EXCEPTIONAL 10/16/2020	NONE
PROFESSIONALENGINEER	REGISTERED IN THE STATE OF TENNESSEE	DATE	
CIRCLE ONE:	DEVELOPER	PROJECT ENGINEER	OTHER



SITE LOCATION MAP (NOT TO SCALE)



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Sheet List Table	
Sheet Number	Sheet Title
C-0.0	COVER SHEET
C-0.1	EXISTING CONDITIONS
C-1.0	SITE PLAN
C-1.1	SITE PLAN DETAILS
C-2.0	GRADING & DRAINAGE PLAN
C-2.1	GRADING & DRAINAGE DETAILS
C-3.0	EPSC INITIAL PLAN
C-3.1	EPSC INTERMEDIATE & FINAL PLAN
C-3.2	EPSC DETAILS
C-4.0	UTILITY PLAN

DEVELOPER INFORMATION: REGAL HOMES, INC.

290 ED HARRIS RD ASHLAND CITY, TN 37015

CIVIL ENGINEER INFORMATION:

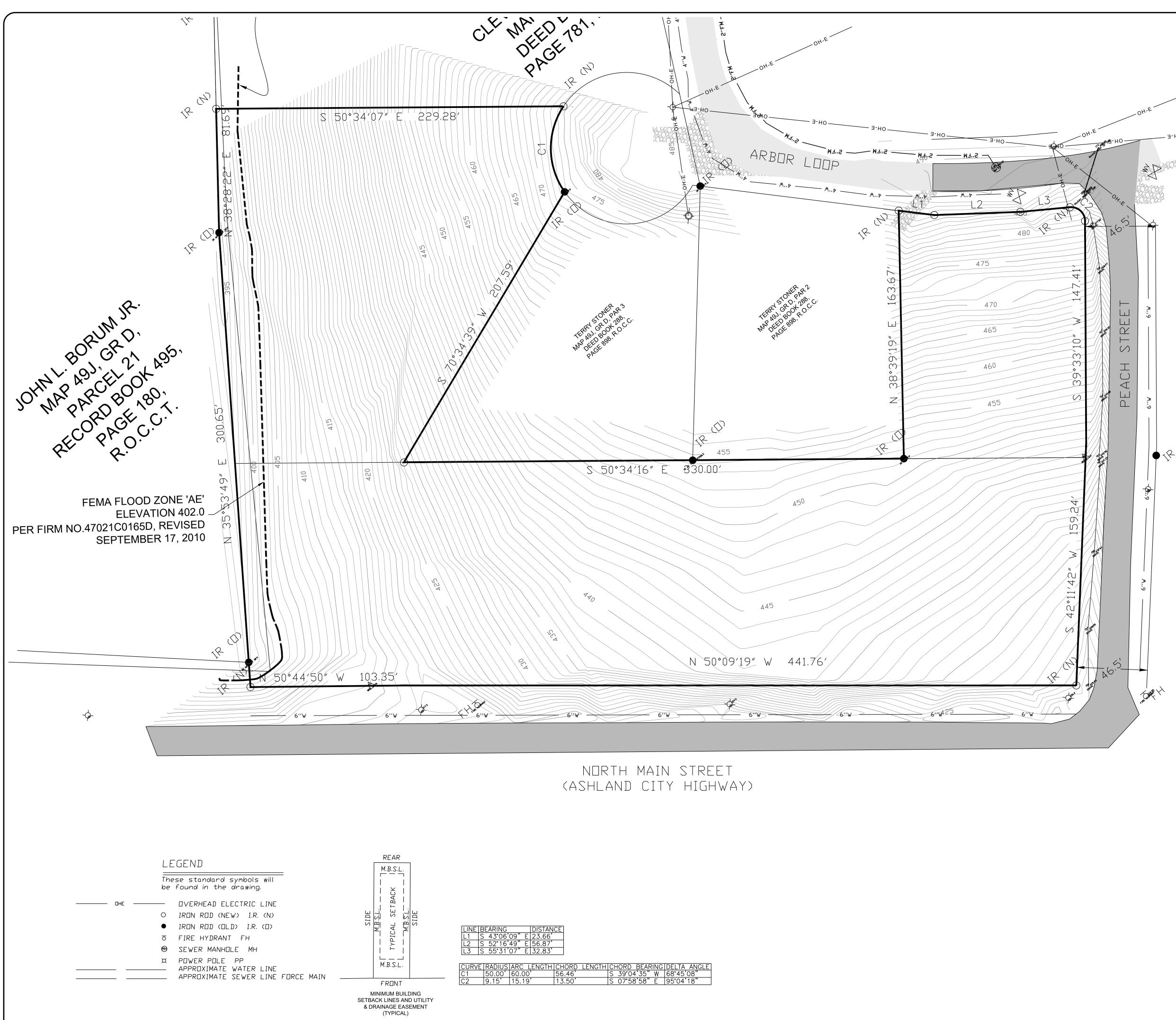
HARPETH CIVIL, INC. 179 BELLE FOREST CIRCLE, SUITE 204E NASHVILLE, TENNESSEE, 37221 615-730-3502

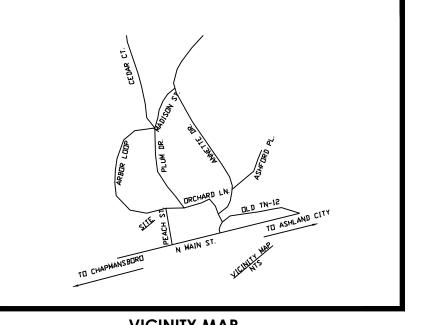
LAND SURVEYOR INFORMATION: CHANDLER SURVEYING

3421 COOPER NICHOLSON ROAD PLEASANT VIEW, TN. 37146 615-746-5900









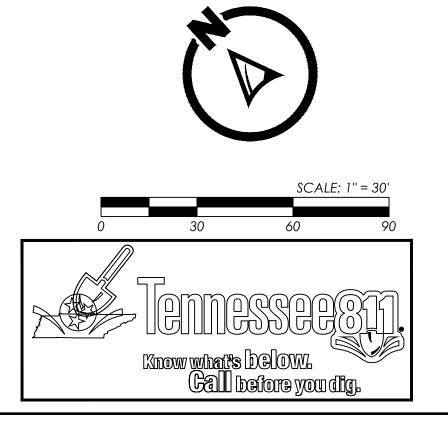
VICINITY MAP N.T.S

NOTES:

- 1. BEARING SYSTEM IS DERIVED FROM TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) ZONE 4100, UNLESS OTHERWISE NOTED DISTANCES AND COORDINATES RECITED ARE BASED ON GROUND MEASUREMENTS, NO SCALE FACTOR APPLIED.
- 2. G.P.S. EQUIPMENT USED TO ESTABLISH GRID NORTH: TRIMBLE R-8 DUAL FREQUENCY RECEIVER AND T.D.O.T. GNSS REFERENCE NETWORK.
- 3. NUMBERS SHOWN THUS (00) PERTAIN TO CHEATHAM COUNTY PROPERTY TAX MAP NUMBER XX.
- 4. PROPERTY SUBJECT TO ANY AND ALL FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH. NO TITLE REPORT WAS FURNISHED TO THE SURVEYOR PRIOR TO SURVEY.
- 5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
- 6. IN TENNESSEE IT IS A REQUIREMENT OF THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S), NO LESS THAN (3) NOR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THE INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-800-351-1111 UTILITIES NOT CHECKED.
- 7. SURVEYORS LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE NAME APPEARS UPON THIS SURVEY.
- 8. THIS PROPERTY WAS PREPARED FROM CURRENT DEEDS AND PLATS OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS A CURRENT AND ACCURATE TITLE SEARCH MAY REVEAL. THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO ALL COVENANTS, RIGHT-OF-WAYS, EASEMENTS, AND RESTRICTIONS WHETHER IMPLIED OR OF RECORD.
- 9. THE CERTIFICATION AS PROVIDED ON THIS SURVEY, IS PURELY A STATE OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE PROVIDED BY OTHERS.
- 10. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- 11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED AT THE SURVEY DATE WITH ITS ORIGINAL SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SEALED DOCUMENT ISSUED AT THE TIME OF THE SURVEY.

SURVEY INFORMATION NOTE:

THE EXISTING CONDITIONS SHOWN ON THESE PLANS HAS BEEN PROVIDED BY CHANDLER SURVEY. HARPETH CIVIL, INC. (HCI) TAKES NO RESPONSIBILITY AS TO THE ACCURACY, PRECISION, CORRECTNESS, OR COMPLETENESS OF THE SURVEY INFORMATION.



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179 BELLE FOREST CIR. SUITE 204 E NASHVILLE, TN. 37221 (615) 730-3502 WWW.HARPETHCIVIL.COM

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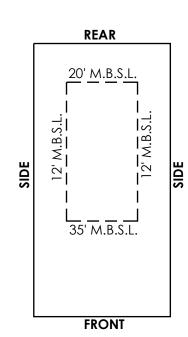
EXISTING CONDITIONS

C-0.1

ITEM # 12.

GENERAL SITE NOTES:

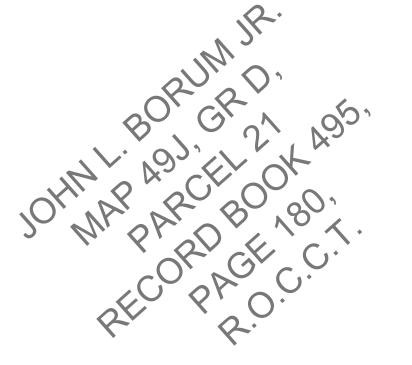
- 1. LAYOUT ALL CURVES SMOOTHLY WITH NO ABRUPT CHANGES AT TANGENT POINTS.
- 2. ALL DIMENSIONS ARE TO THE FACE OF BUILDING AND / OR CURB UNLESS OTHERWISE NOTED.
- 3. SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS.
- 4. CONTRACTOR TO TAKE ALL PRECAUTIONS TO FIND AND AVOID SITE UTILITIES. ALL UTILITIES MAY NOT BE SHOWN ON DRAWING. VERIFY LOCATIONS AND CONSIDER SUCH WHEN ESTIMATING AND PERFORMING WORK.
- ALL LANDSCAPE ISLANDS SHALL BE MOUNDED WITH TOPSOIL 4" ABOVE THE CURB LINE TO PROMOTE POSITIVE DRAINAGE.
- 6. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE INSTALLED PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- 7. SAW CUT LINES SHALL BE DONE IN A STRAIGHT NEAT LINE A MINIMUM OF 18" FROM THE EXISTING EDGE OF PAVEMENT.
- 8. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS, THE ARCHITECTURAL PLANS, AND/OR FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- 9. APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS ON THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
- 10. THE CONTRACTOR SHALL EMPLOY A REGISTERED LICENSED SURVEYOR OF TENNESSEE TO PROVIDE CONSTRUCTION LAYOUT SURVEYING SERVICES.
- 11. THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED IN THE DRAWINGS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE INSTALLATION OF ANY IMPROVEMENTS.
- 12. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PERFORM SITE CLEANUP TO REMOVE ALL TRASH, DEBRIS, EXCESS MATERIALS, EQUIPMENT, AND OTHER DELETERIOUS MATERIALS ASSOCIATED WITH CONSTRUCTION. THE CONTRACTOR IS EXPRESSLY RESPONSIBLE FOR ENSURING THE SITE IS CLEAN AND IN OPERABLE CONDITION AT THE TIME OF FINAL ACCEPTANCE.
- 13. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND REPLACEMENT OF ALL PROPERTY PINS ON THIS SITE.
- 14. THESE DRAWINGS ARE INTENDED FOR USE ON THIS SITE ONLY AND AS AN INTEGRATED SET FOR THIS SPECIFIC PROJECT. THESE DRAWINGS MAY NOT BE USED IN WHOLE OR IN PART ON ANY OTHER PROJECT UNDER THE PROFESSIONAL ENGINEER'S SEAL.
- 15. THE CONTRACTOR SHALL ASSURE TO METRO THAT ALL SERVICES PROVIDED THROUGH THIS CONTRACT SHALL BE COMPLETED IN FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT ("ADA") AND ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD, FEDERAL REGISTER 36 CFR PART 1190 AND 1191, ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES; ARCHITECTURAL BARRIERS ACT (ABA) ACCESSIBILITY GUIDELINES; PROPOSED RULE, PUBLISHED IN THE FEDERAL REGISTER ON JULY 23, 2004, AS HAS BEEN ADOPTED BY METRO.
- 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ANY EXISTING STRUCTURES, RELATED UTILITIES, PAVING, AND ANY OTHER EXISTING IMPROVEMENTS AS NOTED OR NEEDED TO COMPLETE THE WORK.
- 17. THE CONTRACTOR IS TO REMOVE AND DISPOSE OF ALL DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM PREVIOUS AND CURRENT DEMOLITION OPERATIONS. DISPOSAL WILL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND/OR FEDERAL REGULATIONS GOVERNING SUCH OPERATIONS.
- 18. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- 19. SAFETY NOTICE TO CONTRACTOR: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, ON OR NEAR THE CONSTRUCTION SITE.
- 20. ALL SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE SPECIFICATIONS OF THE RELEVANT UTILITY COMPANY OR REGULATORY AUTHORITY
- 21. HCI EXCLUDES THE DESIGN OF SITE RETAINING WALLS OR VERTICAL STRUCTURAL FEATURES INCLUDING, BUT NOT LIMITED TO, CAST-IN-PLACE CONCRETE, MODULAR BLOCK, OR MECHANICALLY STABILIZE EARTH FEATURES.



MINIMUM BUILDING SETBACK LINES AND PUBLIC UTILITY & DRAINAGE EASEMENT (TYP.)

N.T.S.

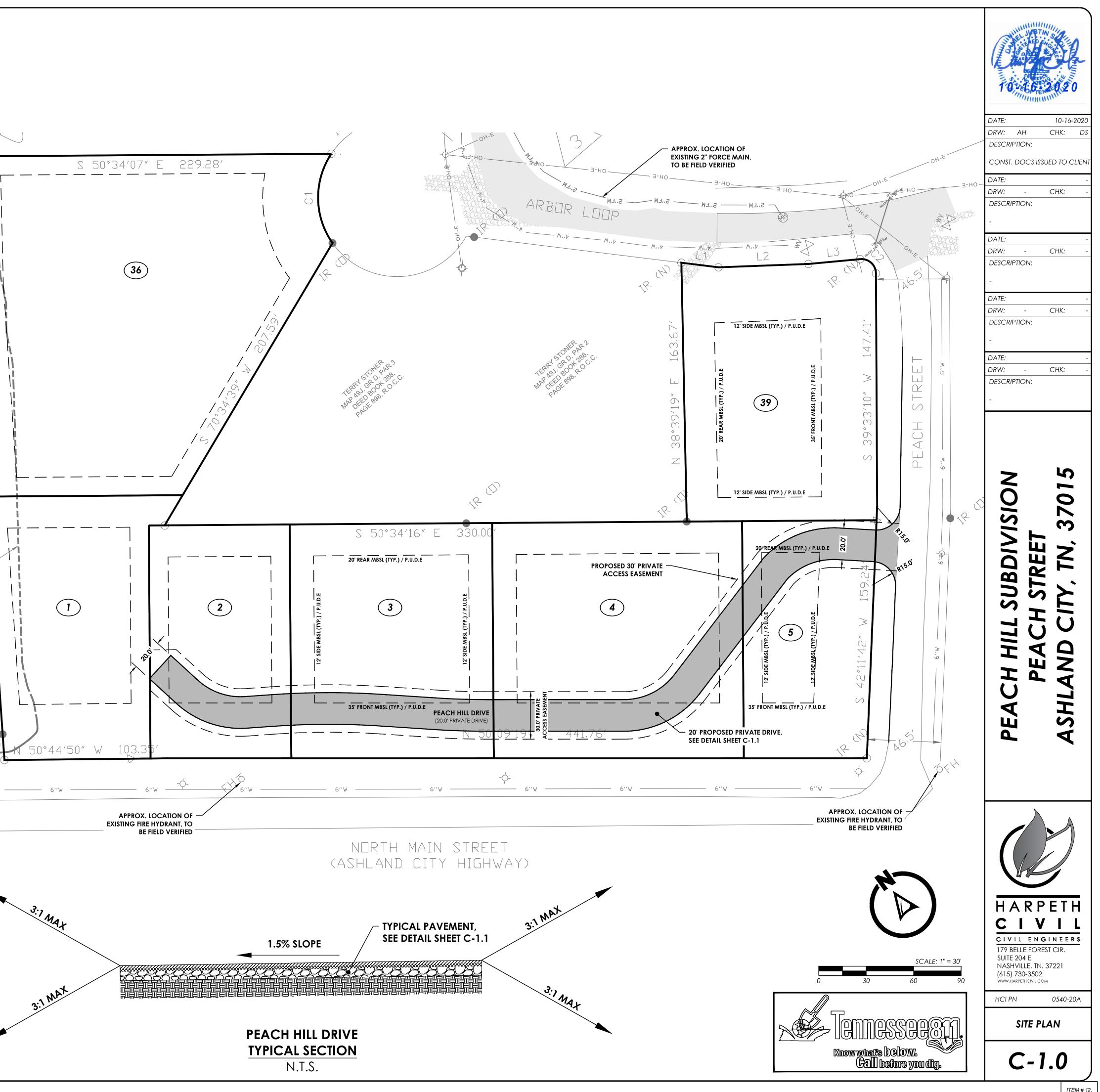
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FEMA FLOOD ZONE 'AE' ELEVATION 402.0 PER FIRM NO.47021C0165D, REVISED SEPTEMBER 17, 2010



ITEM # 12.

GENERAL SITE NOTES:

- 1. LAYOUT ALL CURVES SMOOTHLY WITH NO ABRUPT CHANGES AT TANGENT POINTS.

- 2. CONTRACTOR TO TAKE ALL PRECAUTIONS TO FIND AND AVOID SITE UTILITIES. ALL UTILITIES MAY NOT BE SHOWN

- ON DRAWING. VERIFY LOCATIONS AND CONSIDER SUCH WHEN ESTIMATING AND PERFORMING WORK.

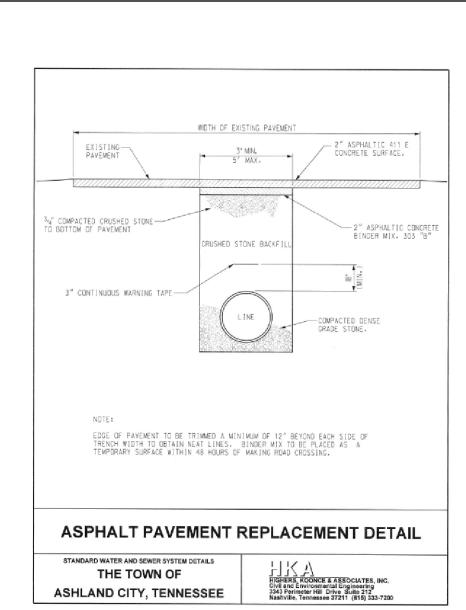
- 3. ALL LANDSCAPE ISLANDS SHALL BE MOUNDED WITH TOPSOIL 4" ABOVE THE CURB LINE TO PROMOTE POSITIVE
- DRAINAGE.
- 4. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE INSTALLED PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- 5. SAW CUT LINES SHALL BE DONE IN A STRAIGHT NEAT LINE A MINIMUM OF 18" FROM THE EXISTING EDGE OF
- PAVEMENT. 6. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER OF ANY DISCREPANCIES FOUND
- BETWEEN THESE PLANS, THE ARCHITECTURAL PLANS, AND/OR FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- 7. APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS ON THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.

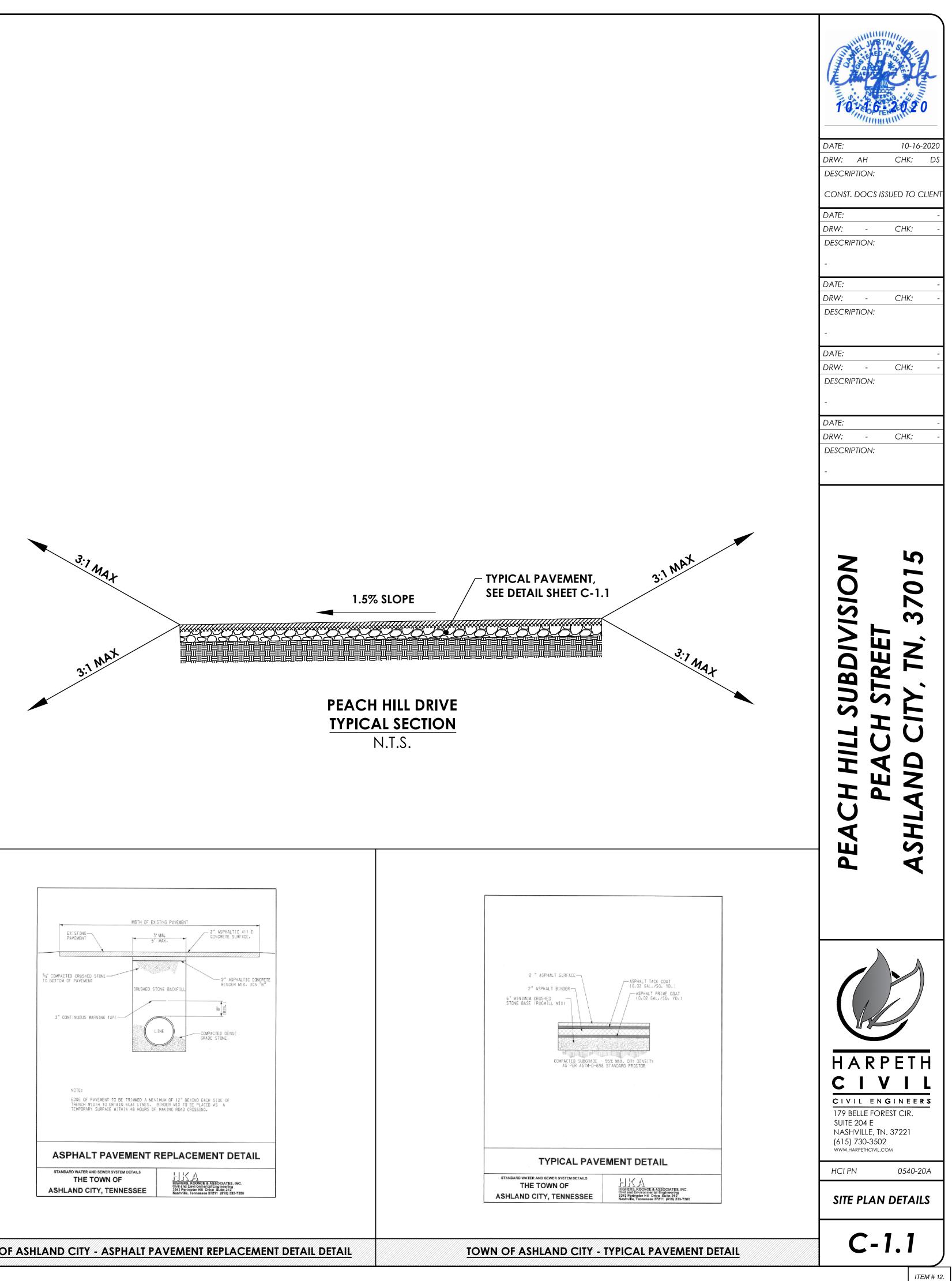
- 8. THE CONTRACTOR SHALL EMPLOY A REGISTERED LICENSED SURVEYOR OF TENNESSEE TO PROVIDE
- CONSTRUCTION LAYOUT SURVEYING SERVICES.
- 9. THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE GEOMETRIC DATA PROVIDED IN THE DRAWINGS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO ENSURE ADEQUATE POSITIONING, BOTH HORIZONTAL AND VERTICAL, PRIOR TO THE
- INSTALLATION OF ANY IMPROVEMENTS. 10. AFTER COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PERFORM SITE CLEANUP TO REMOVE ALL TRASH, DEBRIS, EXCESS MATERIALS, EQUIPMENT, AND OTHER DELETERIOUS MATERIALS ASSOCIATED WITH
- CONSTRUCTION. THE CONTRACTOR IS EXPRESSLY RESPONSIBLE FOR ENSURING THE SITE IS CLEAN AND IN OPERABLE CONDITION AT THE TIME OF FINAL ACCEPTANCE.
- 11. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND REPLACEMENT OF ALL PROPERTY PINS ON THIS SITE.
- 12. THESE DRAWINGS ARE INTENDED FOR USE ON THIS SITE ONLY AND AS AN INTEGRATED SET FOR THIS SPECIFIC PROJECT. THESE DRAWINGS MAY NOT BE USED IN WHOLE OR IN PART ON ANY OTHER PROJECT UNDER THE PROFESSIONAL ENGINEER'S SEAL.
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- 17. ALL SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED THE SPECIFICATIONS OF THE RELEVANT UTILITY COMPANY OR REGULATORY AUTHORITY

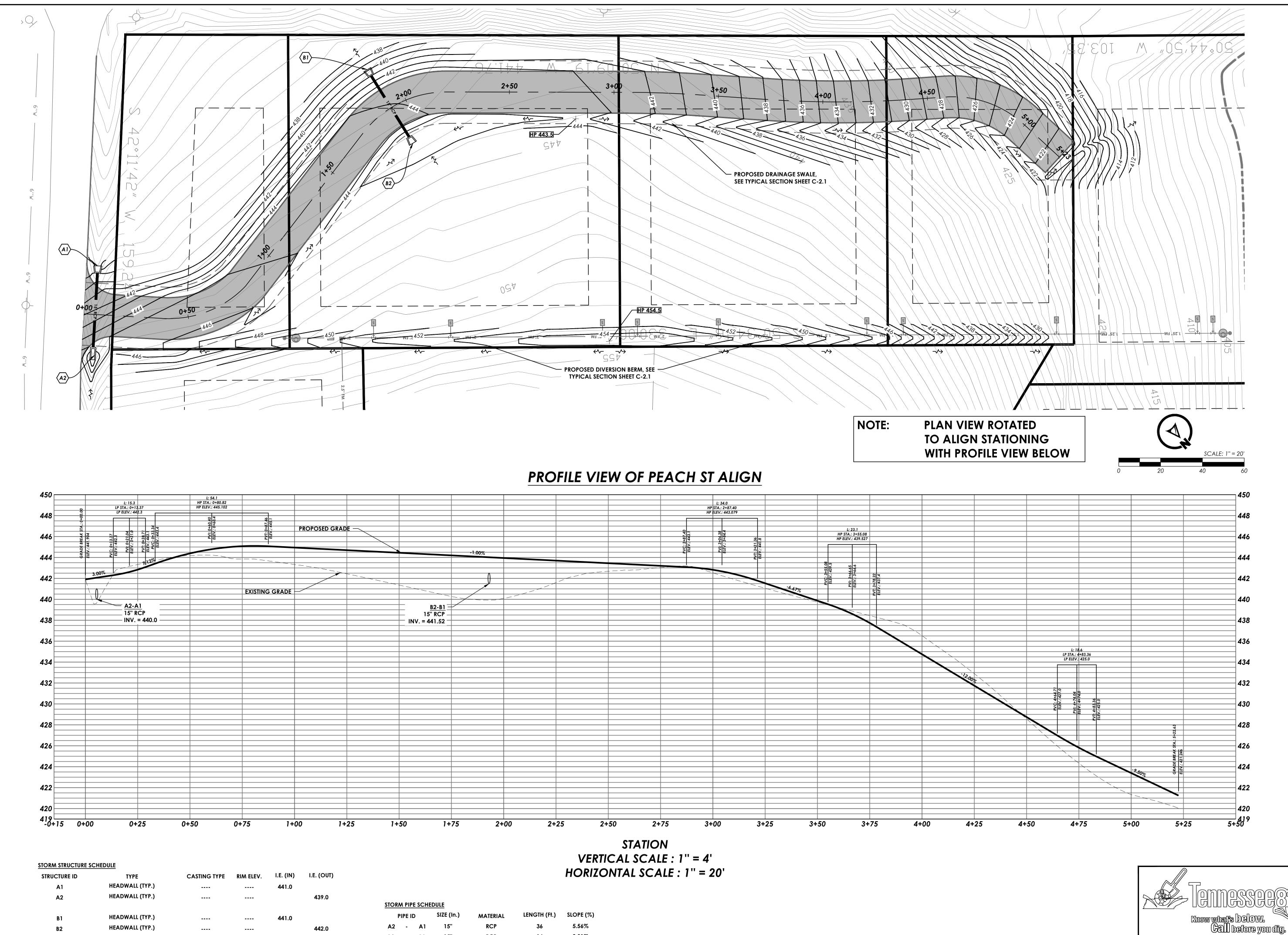
PUBLIC RIGHT OF WAY CONSTRUCTION NOTES:

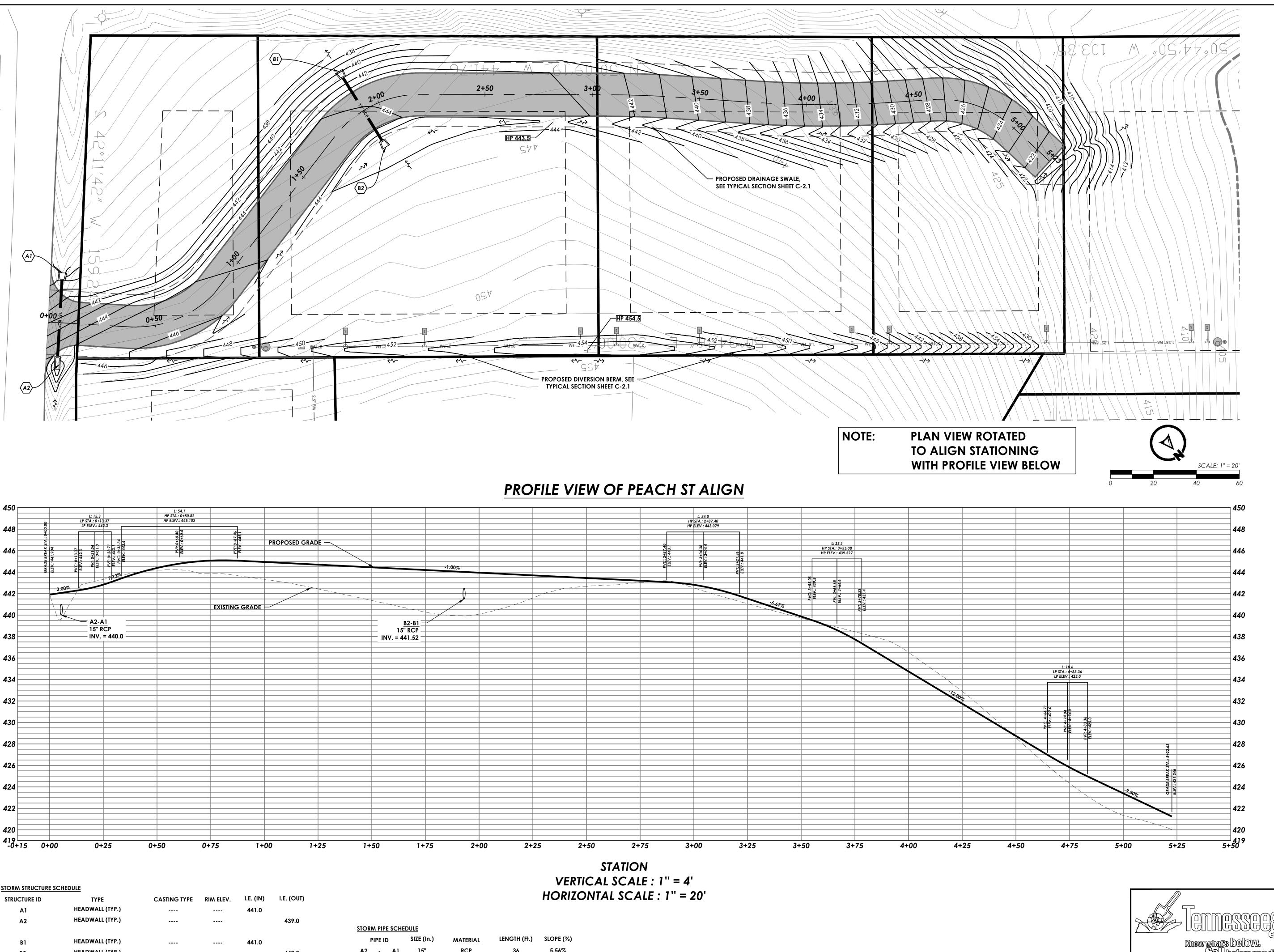
- 1. ALL ELEMENTS WITHIN THE RIGHT-OF-WAY SHALL BE CONSTRUCTED PER THE TOWN OF ASHLAND CITY PUBLIC WORKS STANDARDS AND SPECIFICATIONS
- 2. ALL PAVEMENT SECTION IMPROVEMENTS SHALL BE CONSTRUCTED TO THE APPROPRIATE ROAD CLASSIFICATION PER THE TOWN OF ASHLAND CITY PUBLIC WORKS STANDARDS.
- 3. THE PROPOSED GRADES SHOWN ON PUBLIC DRIVEWAY ENTRANCE ARE FOR GENERAL GUIDANCE ONLY. THE FINISHED GRADE SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF ASHLAND CITY PUBLIC WORKS AS INDICATED ON THE CONSTRUCTION DETAILS PROVIDED.
- STANDARDS AND SPECIFICATIONS AND REQUEST AN INSPECTION BY THE TOWN OF ASHLAND CITY PUBLIC WORKS PRIOR TO CONSTRUCTION.
- 5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF DISCREPANCIES IDENTIFIED IN THE FIELD PRIOR TO CONSTRUCTION.

4. THE CONTRACTOR SHALL VERIFY THAT ALL CROSS SLOPES MEET THE TOWN OF ASHLAND CITY PUBLIC WORKS

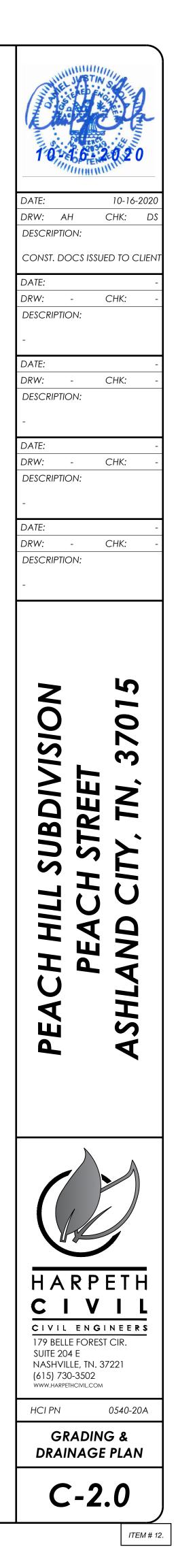








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STRUCTURE ID	TYPE	CASTING TYPE	RIM ELEV.	I.E. (IN)	I.E. (OUT)					
A1	HEADWALL (TYP.)			441.0						
A2	HEADWALL (TYP.)				439.0					
						STORM PIPE SCH	EDULE			
B1	HEADWALL (TYP.)			441.0		PIPE ID	SIZE (In.)	MATERIAL	LENGTH (Ft.)	SLOPE (%)
B2	HEADWALL (TYP.)				442.0	A2 - A1	15"	RCP	36	5.56%
	AND DRAINAGE DETAILS					B2 - B1	15"	RCP	34	2.9 1%



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GENERAL GRADING NOTES:

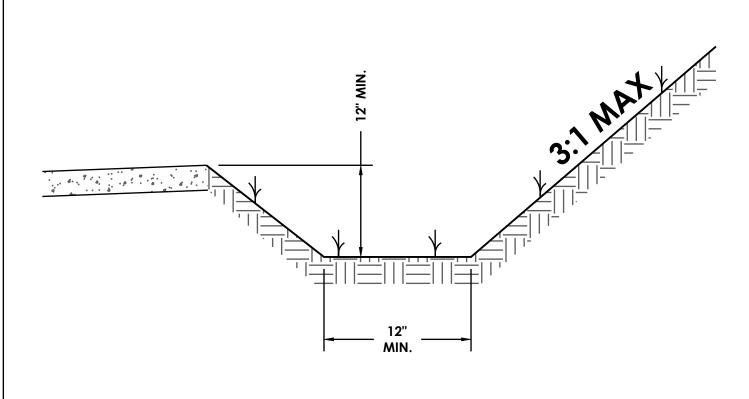
- 1. ALL UNSUITABLE SUBSURFACE MATERIAL IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS OR THE RECOMMENDATIONS OF THE CONTRACTORS TENNESSEE REGISTERED GEOTECHNICAL ENGINEER. UNSUITABLE MATERIAL IS TO BE STOCKPILED, REMOVED, AND PROPERLY DISPOSED OF OFF-SITE. EXCAVATED AREAS ARE TO BE BACK FILLED WITH APPROVED MATERIALS AND COMPACTED AS INDICATED ON THESE PLANS AND SPECIFICATIONS OR THE RECOMMENDATIONS OF THE CONTRACTORS GEOTECHNICAL ENGINEER.
- 2. THE CONTRACTOR SHALL NOT STOCK PILE DEBRIS AND/OR SOIL NEAR ENVIRONMENTALLY SENSITIVE AREAS (I.E. STREAM BUFFERS, WETLANDS, AREAS OF EXCESSIVE SLOPE, PROTECTED TREES OR THEIR RESPECTIVE CANOPY DRIP LINES, ETC ...).
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING TRENCH EXCAVATIONS AGAINST COLLAPSE AND SHALL PROVIDE BRACING, SHEETING, OR SHORING WHERE NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING INSTALLED.
- 4. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE CONTRACTORS TENNESSEE REGISTERED GEOTECHNICAL ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO EARTHWORK ACTIVITIES, SUB GRADE PREPARATION, ETC. CONFORM TO THE STRICTER OF THE GEOTECHNICAL RECOMMENDATIONS OR TDOT (TENNESSEE DEPARTMENT OF TRANSPORTATION) STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
- 5. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF RECORD IMMEDIATELY IF UNSUITABLE SOIL IS ENCOUNTERED DURING EXCAVATION. UNSUITABLE SOIL SHALL NOT BE USED ON-SITE WITHOUT A WRITTEN RECOMMENDATION BY THE CONTRACTORS TENNESSEE REGISTERED GEOTECHNICAL ENGINEER AND CONSENT GRANTED IN WRITING BY THE OWNER AND THE ENGINEER OF RECORD.
- 6. REFER TO THE PROJECT EPSC (EROSION PREVENTION AND SEDIMENT CONTROL PLANS) PLANS FOR ADDITIONAL INFORMATION.
- 7. ALL MATERIALS SHALL CONFORM TO TDOT STANDARDS.
- 8. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- 9. THE CONTRACTOR SHALL STABILIZE ALL DISTURBED GROUND BY SEEDING / MULCHING, SODDING, OR OTHER APPROVED MATERIAL IN ACCORDANCE WITH TDEC (TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION) VOLUME 4 HANDBOOK. DISTURBED AREAS SHALL BE STABILIZED WITHIN ONE WEEK (OR SOONER) FOLLOWING CONSTRUCTION OF THE UNDERLYING ACTIVITY. THE CONTRACTOR SHALL MAINTAIN SUCH AREAS BY REPAIRING AND WATER SOD OR SEEDED AREAS UNTIL THE AREA IS STABLE AND EROSION FREE.
- 10. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PREVENT EROSION. ANY DAMAGE FROM FAILURE TO ADEQUATELY STABILIZE, PROTECT, AND MAINTAIN THESE AREAS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE ENGINEER OF RECORD OR THE OWNER ARE RESPONSIBLE FOR THE MEANS AND METHODS OF ADEQUATELY STABILIZING THE PROJECT.
- 11. THE CONTRACTOR SHALL NOT ALTER THE EXISTING HISTORICAL DRAINAGE PATTERNS IN REGARDS TO THE EXISTING PAVING CROSS SECTIONS, SIDEWALKS AND GRASS SWALES ON OR ADJACENT TO THE PROJECT UNLESS OTHERWISE DEPICTED ON THE CONSTRUCTIONS PLANS OR AS REQUIRED BY LOCAL AGENCIES.
- 12. ALL UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO WATER MAINS AND SERVICES, SEWER MAINS AND SERVICES, GAS, POWER, CONDUIT, DATA / COMMUNICATIONS, ETC... SHALL BE INSTALLED PRIOR TO PAVEMENT CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF ANY ADDITIONAL CONDUIT LOCATIONS WITH THE OWNER.
- 13. ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE MORE STRICT LOCAL AGENCY OR TDOT STANDARD AND SPECIFICATIONS.
- 14. JOINTS OF THE STORM SEWER SHALL BE STAGGERED FOR CROSSINGS OF THE SANITARY SEWER WITH LESS THAN 18" VERTICAL CLEARANCE SO THAT PIPE BELL IS NOT LOCATED AT THE CROSSING.

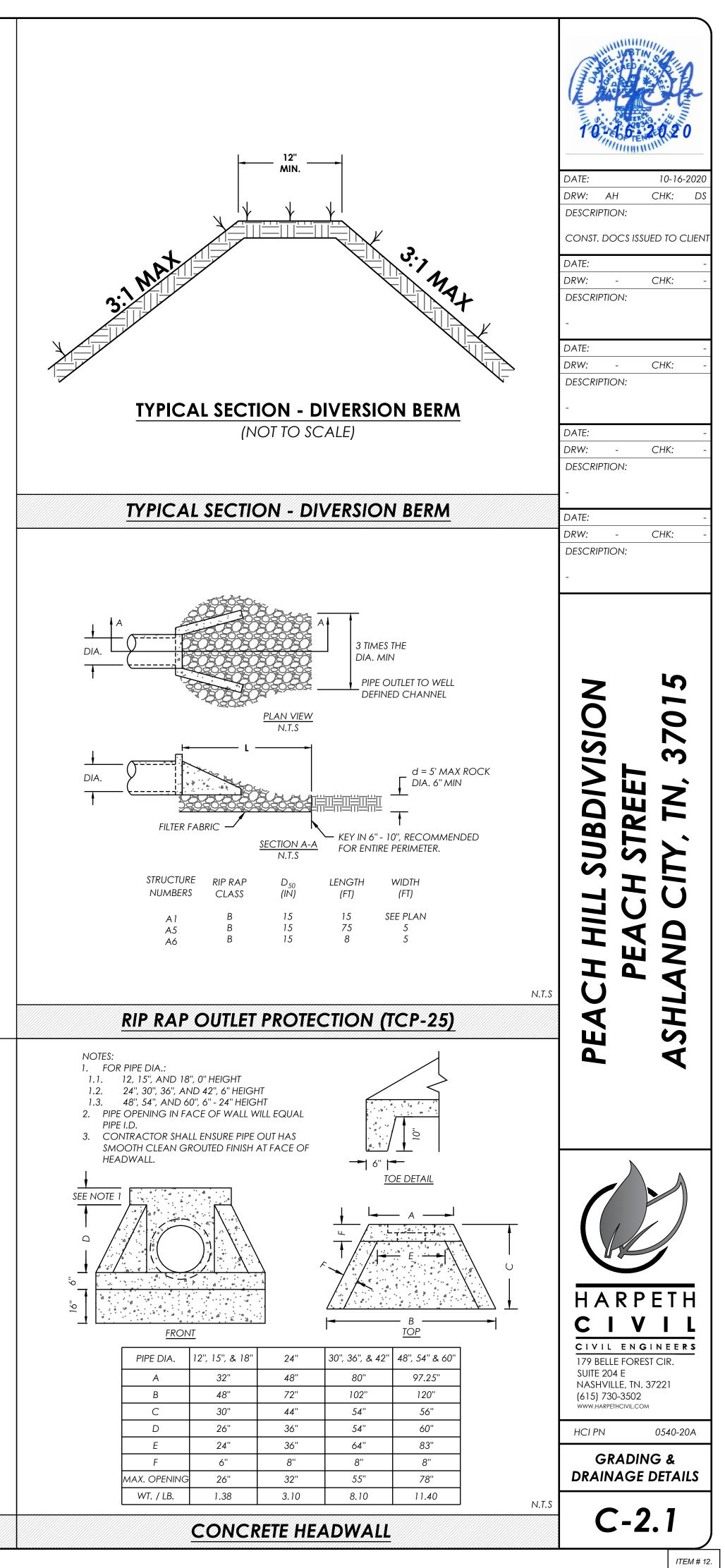


TYPICAL SECTION - SWALE

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EROSION PREVENTION AND SEDIMENT CONTROL NOTES:

EROSION PREVENTION AND SEDIMENT CONTROL MEASURES TO BE SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.

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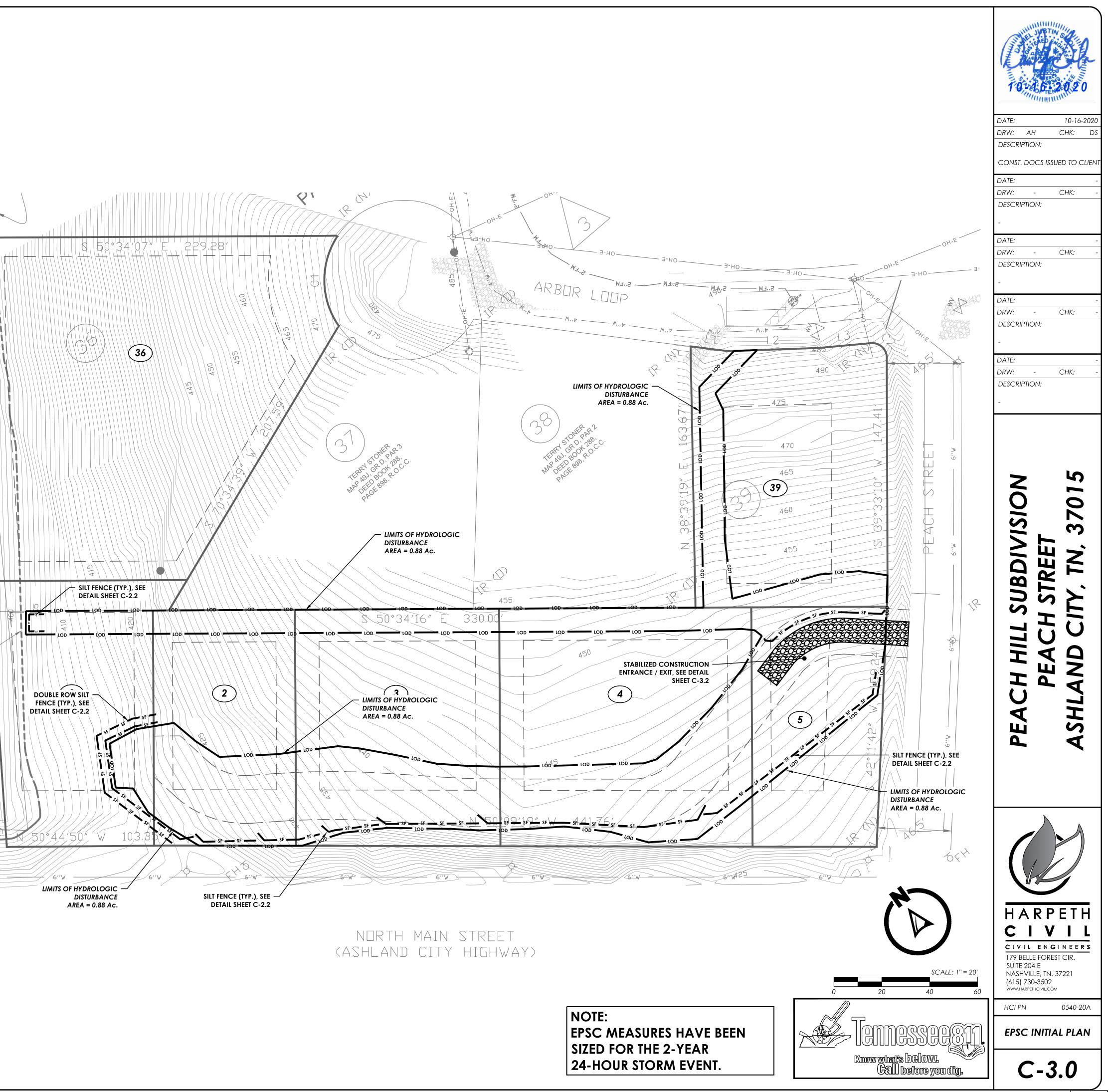
- 2. SITE EROSION CONTROLS SHALL BE CHECKED DAILY AND WITHIN 24 HOURS AFTER EACH RAINFALL EVENT GREATER THAN OR EQUAL TO 0.5 INCHES OF CONTINUOUS RAINFALL. EROSION CONTROLS SHALL BE REPAIRED IMMEDIATELY.
- 3. ANY OFF-SITE SEDIMENT ACCUMULATIONS SHALL BE REMOVED DAILY. IF OFF-SITE ACCUMULATIONS OCCUR ON ADJACENT PRIVATE PROPERTY, IT SHALL BE IMMEDIATELY REMOVED BY METHODS AGREED UPON BY THE CONTRACTOR AND ADJACENT PROPERTY OWNER.
- 4. STABILIZED ALL DISTURBED AREAS WITHIN 14 DAYS AND STEEP SLOPES EQUAL TO OR GREATER THAN 3:1 WITHIN 7 DAYS.
- 5. CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASHOUT AND EQUIPMENT FUELING IN ACCORDANCE WITH METRO CP-10 AND CP-13 RESPECTIVELY. CONTRACTOR TO COORDINATE EXACT LOCATION WITH NPDES DEPARTMENT DURING PRE-CONSTRUCTION MEETING. CONTROL OF OTHER SITE WASTES SUCH AS DICARDED MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTES THAT MAY CAUSE ADVERSE IMPACT TO WATER QUALITY IS ALSO REQUIRED BY THE GRADING PERMITTEE.
- 6. CONTROL OF OTHER SITE WASTE SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTES THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY IS ALSO REQUIRED.
- 7. INLET PROTECTION TO BE REMOVED AFTER FINAL SITE STABILIZATION.
- 8. AN ON-SITE COPY OF THE EPSC PLANS SHALL BE KEPT CURRENT AND AVAILABLE TO THOSE RESPONSIBLE FOR EROSION PREVENTION AND SEDIMENT CONTROL MEASURES AND INSPECTION.
- 9. FOR PROJECTS REQUIRING COVERAGE UNDER THE TENNESSEE CONSTRUCTION GENERAL PERMIT (CGP), A COPY OF THE NOI, SWPPP, AND NOC SHALL BE AVAILABLE TO THOSE RESPONSIBLE FOR EROSION PREVENTION AND SEDIMENT CONTROL MEASURES AND INSPECTIONS. THE NOC AND TRACKING NUMBER SHALL BE POSTED AT THE ENTRANCE OF THE SITE.
- 10. THE INITIAL CONDITIONS EPSC MEASURES AND/OR SWPPP MUST BE IMPLEMENTED, INSTALLED, AND INSPECTED BY THE LOCAL AUTHORITY PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- 11. DISCHARGES FROM DEWATERING ACTIVITIES, IF NECESSARY, SHALL BE MANAGED WITH APPROPRIATE CONTROLS AS REQUIRED BY THE LOCAL AUTHORITY. THE CONTRACTOR SHALL WORK WITH THE INSPECTOR FROM THE LOCAL AUTHORITY FOR PROPER MANAGEMENT PRIOR TO THE COMMENCEMENT OF DEWATERING ACTIVITIES.
- 12. ALL EXISTING AND NEWLY CONSTRUCTED DRAINAGE STRUCTURES, PIPES, SWALES, AND RIP RAP SHALL HAVE ALL SEDIMENT REMOVED AND PROPERLY DISPOSED OF OFF-SITE UPON PROJECT STABILIZATION. THIS WILL BE REQUIRED PRIOR TO THE ACCEPTANCE OF FINAL CONSTRUCTION.
- 13. EROSION CONTROL MEASURES SHALL BE CLEANED WITH AT APPROXIMATELY 50% CAPACITY OR AS DIRECTED BY THE LOCAL AUTHORITY OR TDEC EROSION PREVENTION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION. THE MOST STRINGENT REQUIREMENT SHALL APPLY.
- 14. THE DESIGNATED PLACEMENT OF EPSC MEASURES SHALL BE SUBJECT TO ADJUSTMENT BY THE SITE EPSC INSPECTOR. ADJUSTMENTS SHALL BE RECORDED IN THE ON-SITE SET OF EPSC PLANS.
- 15. ALL PERIMETER MEASURES MUST BE IN PLACE, APPROVED BY FINAL INSPECTION, AND GRADING PERMIT OBTAINED PRIOR TO THE ONSET OF GRADING ACTIVITIES.

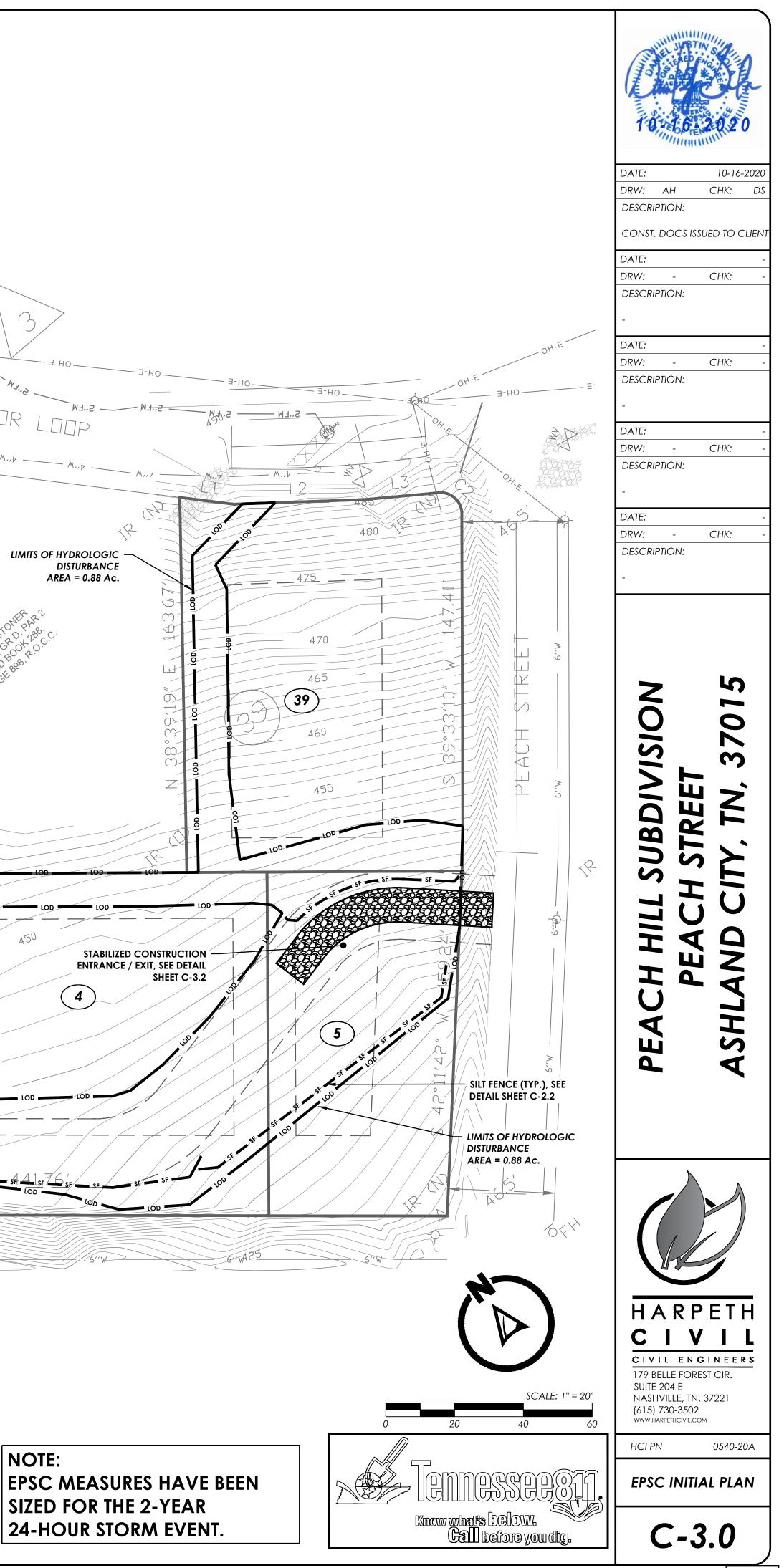
TOTAL HYDROLOGICALLY DISTURBED AREA = 0.88 Ac.

TDEC	CGP	NOTE:

I HEREBY CERTIFY THAT THIS PROJECT DOES **NOT** REQUIRE COVERAGE UNDER A TENNESSEE CONSTRUCTION GENERAL PERMIT. THE TOTAL DISTURBED AREA IS: **0.88 ACRES**.

CHECK ALL THAT APPLY:	THIS SITE DISCHARGES INTO WATERS IDENTIFI	ed by tdec as:	
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PROFESSIONALENGINEER	R REGISTERED IN THE STATE OF TENNESSEE	DATE	
CIRCLE ONE:	DEVELOPER	(PROJECT ENGINEER)	OTHER





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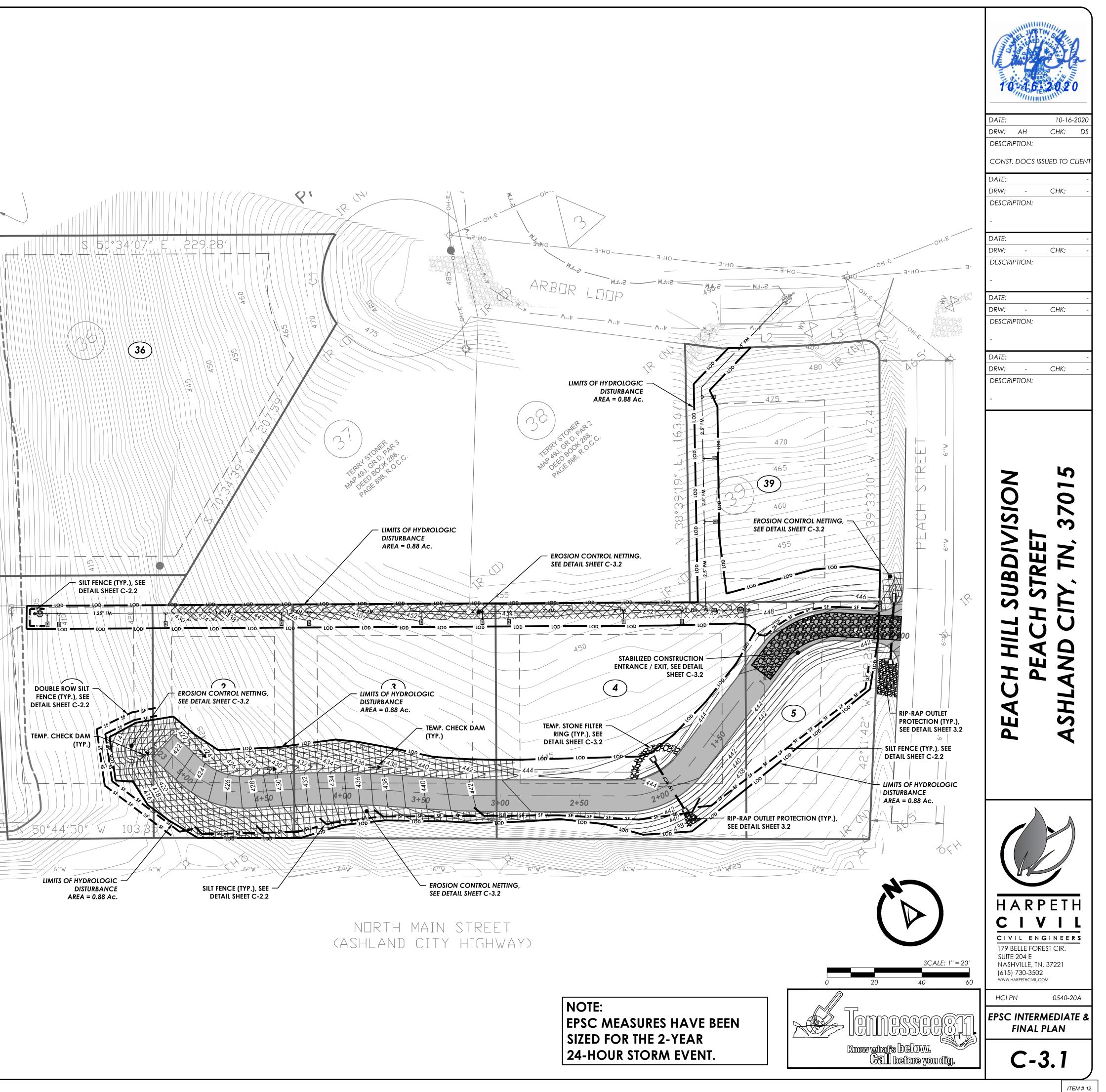
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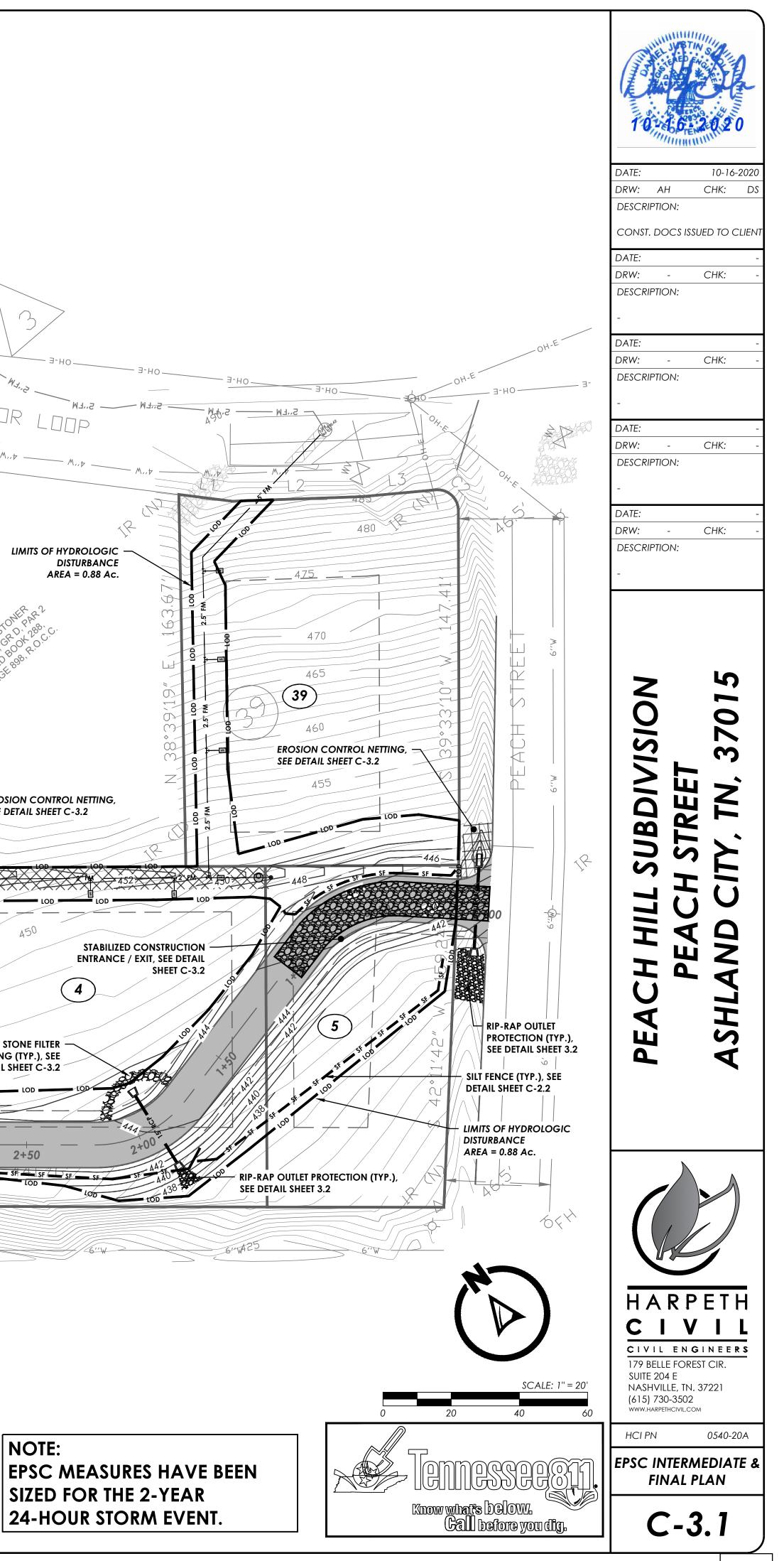
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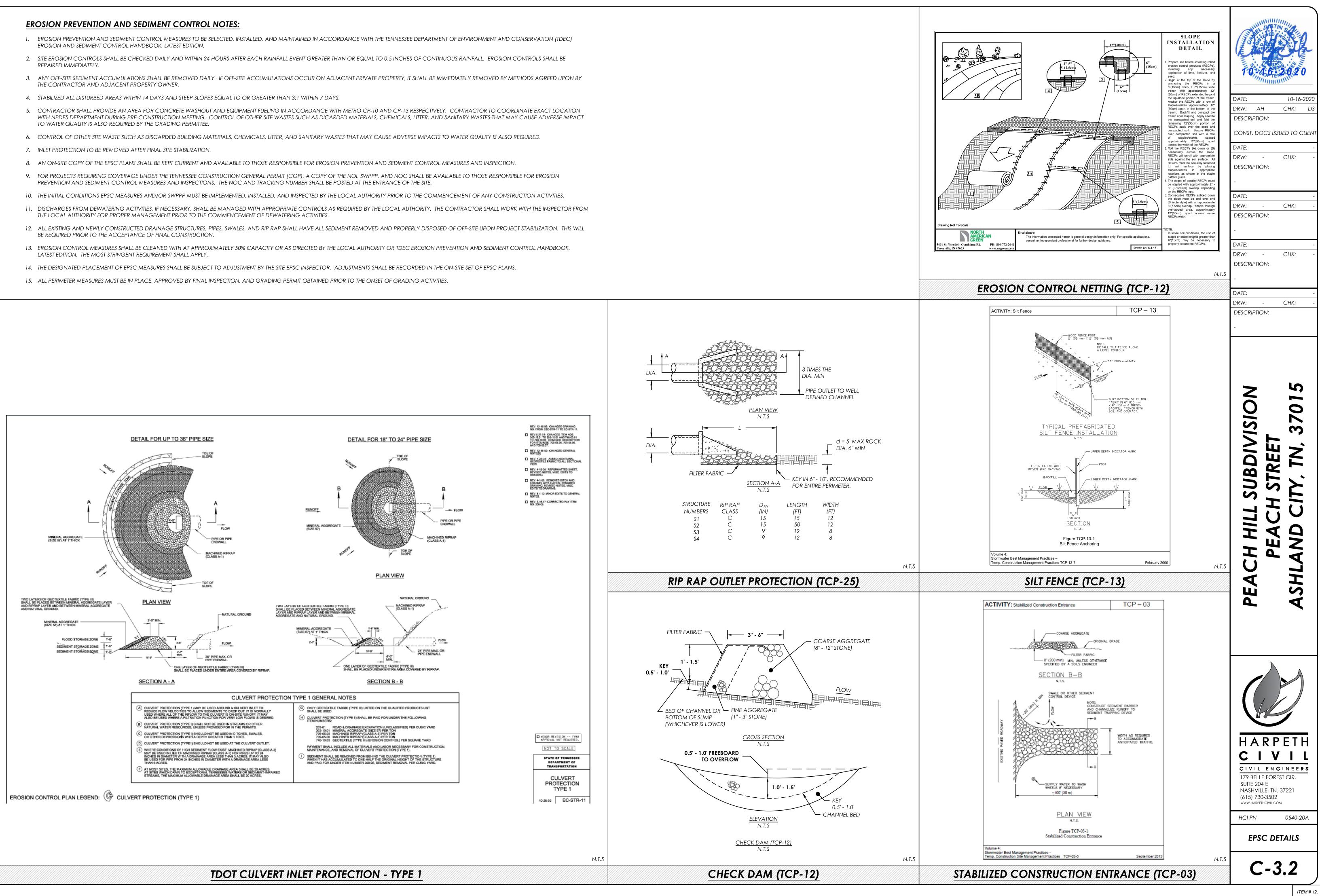
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CIRCLE ONE:	DEVELOPER	(PROJECT ENGINEER)	OTHER

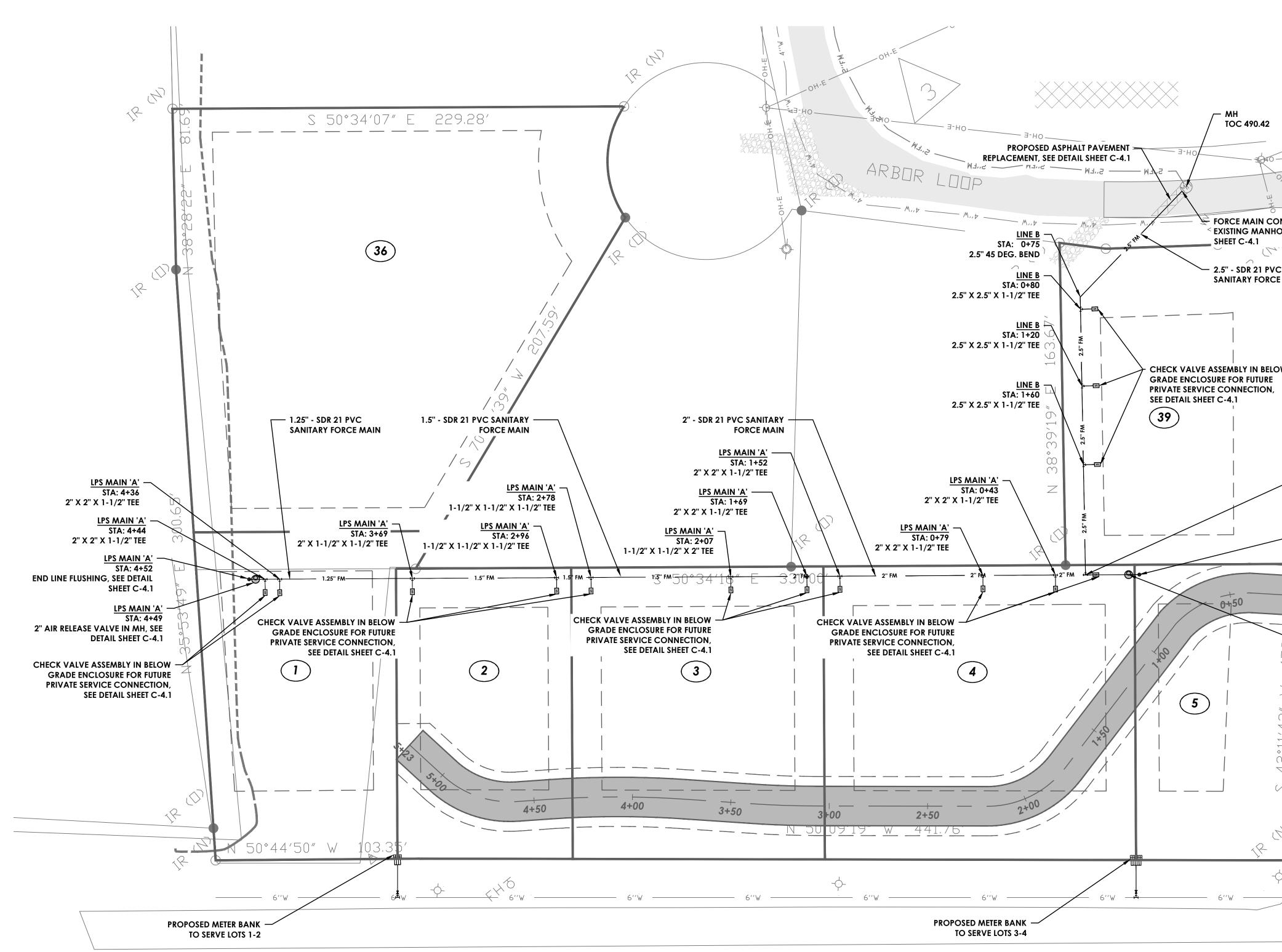




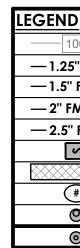
- EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.
- REPAIRED IMMEDIATELY.
- THE CONTRACTOR AND ADJACENT PROPERTY OWNER.
- TO WATER QUALITY IS ALSO REQUIRED BY THE GRADING PERMITTEE.

- THE LOCAL AUTHORITY FOR PROPER MANAGEMENT PRIOR TO THE COMMENCEMENT OF DEWATERING ACTIVITIES.
- BE REQUIRED PRIOR TO THE ACCEPTANCE OF FINAL CONSTRUCTION.
- LATEST EDITION. THE MOST STRINGENT REQUIREMENT SHALL APPLY.





NORTH MAIN STREET (ASHLAND CITY HIGHWAY)



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ITEM # 12.

TYPICAL environment comment comment comment EXISTING PAVEMENT 3'4" COMPACTED CRUSHED STONE TO BOTTOM OF PAVEMENT	10TE:
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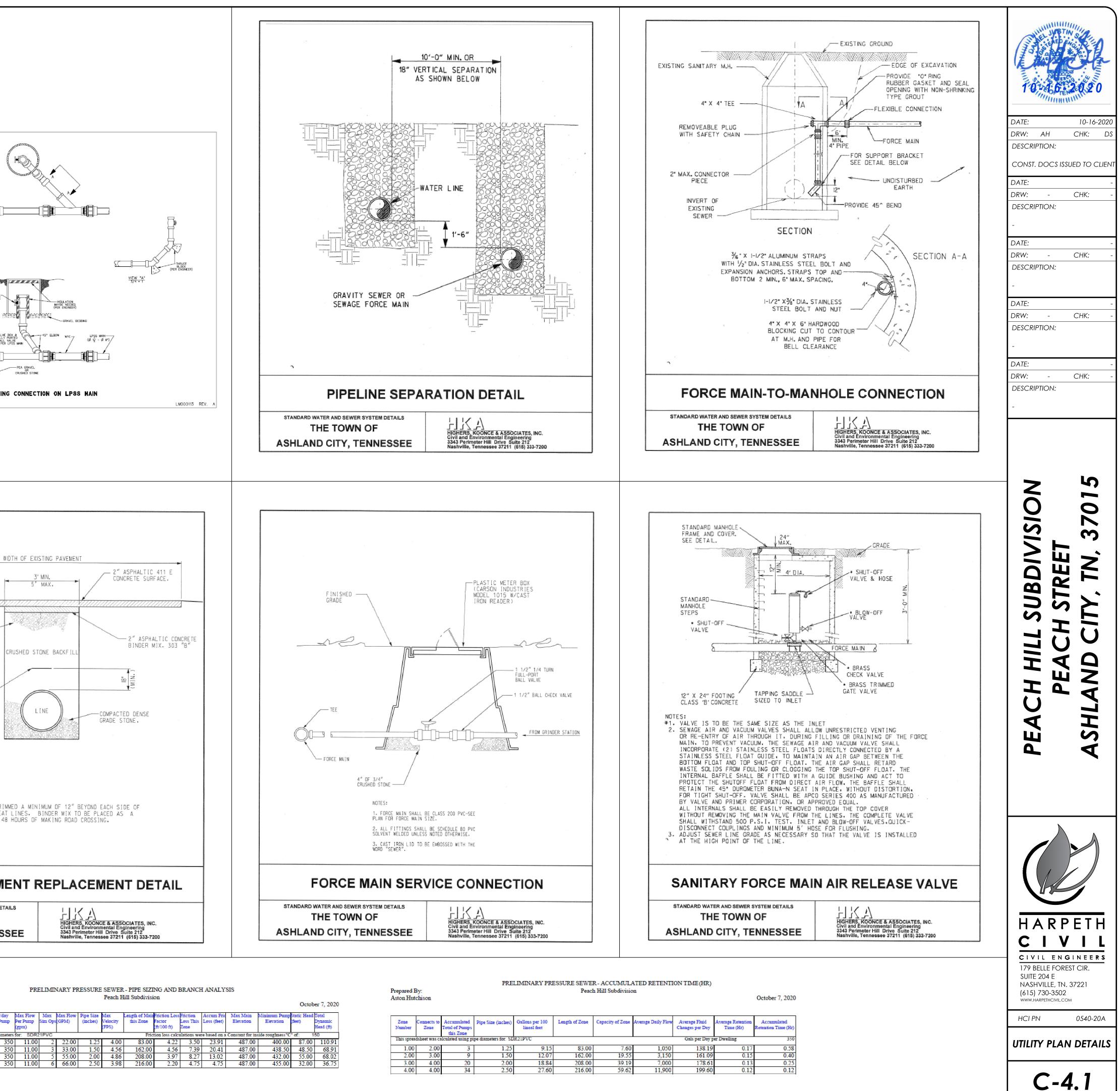
Prepared By: Aston Hutchison

ASHLAND CITY UTILITY NOTES:

- 1. ALL APPLICABLE FEDERAL AND STATE LAWS, MUNICIPAL ORDINANCES, AND THE RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER CONSTRUCTION OF THE PROJECT SHALL APPLY TO THE CONSTRUCTION THROUGHOUT.
- 2. SIZES AND LOCATIONS OF ALL WATER AND SEWER LINES AND APPURTENANCES, AND ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS APPROVED BY THE TOWN.
- PERMITS FOR PAVEMENTS CUTS OR CROSSINGS OF PUBLIC ROADS, INCLUDING ANY SPECIAL BACKFILL AND PAVEMENT REPAIR REQUIRED BY THE AGENCY HAVING JURISDICTION, ARE THE RESPONSIBILITY OF THE DEVELOPER. A BOND MAY BE REQUIRED FROM THE DEVELOPER TO COVER ALL COSTS OF REPAIR AND MAINTENANCE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF THE PROJECT FOR ALL WORK PERFORMED IN EXISTING RIGHT-OF-WAYS OF ALL ROAD.
- 4. IF CONSTRUCTION HAS NOT STARTED WITHIN ONE (1) YEAR FROM THE DATE OF APPROVAL, UTILITY PLANS SHAL BE RESUBMITTED TO RENEW APPROVAL. RENEWAL IS NOT GUARANTEED.
- 5. THE CONTRACTORS NAME, PROJECT COST, AND ESTIMATING WORKING TIME FOR EACH PROJECT SHALL BE SUBMITTED TO THE TOWN. THE TOWN WILL BE REIMBURSED FOR EACH DAY THAT AN INSPECTOR IS REQUIRED O THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
- 6. LABORATORY TEST REPORTS SHALL BE PROVIDED ON ALL PIPE TO ASSURE THAT IT MEETS THE REQUIREMENTS OF THE TOWN'S SPECIFICATIONS.
- 7. SHOP DRAWINGS FOR UTILITY MATERIALS SHALL BE SUBMITTED TO THE TOWN OF ASHLAND CITY FOR REVIEW AFTER BEING THOROUGHLY CHECKED BY THE CONTRACTOR AND STAMPED WITH HIS APPROVAL.
- THE TOWN RESERVES THE RIGHT TO RELOCATE WATER AND SEWER LINES ON THE CONSTRUCTION PLANS TO FACILITATE MAINTENANCE.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE ELEVATIONS OF EXISTING UTILITI PRIOR TO CONSTRUCTION.
- 10. THE CONTRACTOR SHALL PROVIDE A SET OF CONSTRUCTION CUT SHEETS TO THE PRECONSTRUCTION MEETING AND THE CUT SHEETS SHALL INCLUDE THE STATIONS OF ALL PROPOSED SERVICE CONNECTIONS.

GENERAL UTILITY NOTES:

- 1. THE CONTRACTOR WILL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO SAFEGUARD EXISTING UTILITIES FROM DAMAGE DURING THE CONSTRUCTION OF THIS PROJECT. IN THE EVENT THAT SPECIAL EQUIPMENT IS REQUIRED T WORK OVER OR AROUND THE EXISTING UTILITIES, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE SUCH EQUIPMENT. THE COST OF PROTECTING UTILITIES FROM DAMAGE AND FURNISHING OF ANY REQUIRED SPECIAL EQUIPMENT WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION. 3. THE CONTRACTOR SHA NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THEIR RESPECTIVE UTILITIES PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL CONTACT EACH UTILITY OWNERS AND REQUES THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITIES ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY.
- EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY AND SHALL BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION. IF UPON FIELD LOCATION, ANY DEVIATIONS FROM THE SHOWN DESIGN LOCATIONS SHALL BE REPORTED TO THE OWNER OR ENGINEER PRIOR TO CONSTRUCTION.
- 3. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THEIR RESPECTIVE UTILITIES. PRIOR TO COMMENCEMENT OF WORK THE CONTRACTOR SHALL CONTACT EACH UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITIES ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY.
- ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL CONDUITS, IRRIGATION SLEEVES, ETC..) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF ALL BASE COURSE MATERIAL.
- 5. THE UTILITY CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL TAP AND TIE-IN FEES REQUIRED, AS WELL AS COST OF THE UNDERGROUND SERVICE CONNECTIONS TO THEIR FACILITIES.
- 6. THOSE UTILITY OWNERS WHO PARTICIPATE IN THE "TENNESSEE ONE CALL" SYSTEM CAN BE NOTIFIED TOLL FREE AT 1-800-351-1111.
- 7. ALL SEWER AND WATER CONNECTIONS SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS OUTLINED BY THE TOWN OF ASHLAND CITY STANDARD SPECIFICATIONS AND INSTALLATION GUIDELINES FOR THE CONSTRUCTION PUBLIC INFRASTRUCTURE (LATEST EDITION).
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REIMBURSING THE TOWN OF ASHLAND CITY DEPARTMENT OF PUBLIC WORKS FOR THE COST OF INSPECTION.
- 9. THE CONTRACTOR SHALL NOTIFY THE TOWN OF ASHLAND CITY PUBLIC WORKS DEPARTMENT AND ARRANGE INSPECTION PRIOR TO BEGINNING.
- 10. COORDINATES AND DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE, OR FITTING, OR TO CENTERLINE OF MANHOLE.
- 11. THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINES SHALL BE 10'. THE MINIMUM VERTICAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINES SHALL BE 18".



	PRE	ELIMI	NARY PI	RESSURE		- PIPE SIZI		BRANCI	I ANALY	SIS			
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als/day	Max Flow	Max	Max Flow	Pipe Size	Max	Length of Main	Friction Loss	Friction	Accum Frie	Max Main	Minimum Pump	Static Head	Total
r Pump	Per Pump	Sim Ops	(GPM)	(inches)	Velocity	this Zone	Factor	Loss This	Loss (feet)	Elevation	Elevation	(feet)	Dynamic
	(gpm)				(FPS)		(ft/100 ft)	Zone					Head (ft)
diameters	for: SDR2	1PVC				Fric	tion loss calcu	ulations we	re based on a	Constant for in-	side roughness"C	"of: 1	50
350	11.00	2	22.00	1.25	4.00	83.00	4.22	3.50	23.91	487.00	400.00	87.00	110.91
350	11.00	3	33.00	1.50	4.56	162.00	4.56	7.39	20.41	487.00	438.50	48.50	68.91
350	11.00	5	55.00	2.00	4.86	208.00	3.97	8.27	13.02	487.00	432.00	55.00	68.02
350	11.00	6	66.00	2 50	3.98	216.00	2.20	4 75	4 75	487.00	455.00	32.00	36.75

PRELIMINARY PRESSURE	SEW	ER	- 1
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Zone Number	Connects to Zone	Accumulated Total of Pumps this Zone	Pipe Size (inches)	Gallons per 100 lineal feet	Length of Zone	Cap
fhis sprea	dsheet was ca	alculated using pi	pe diameters for: SD	R21PVC		
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24 M 28 W	3.00	172	1.50 2.00	12.07 18.84	162.00 208.00	

ITEM # 12.

ORDINANCE NO.

MUNICIPAL FLOODPLAIN ZONING ORDINANCE

AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE TOWN OF ASHLAND CITY, TENNESSEE MUNICIPAL ZONING ORDINANCE NUMBER 372 REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF ASHLAND CITY, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.

ARTICLE I. <u>STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND</u> <u>OBJECTIVES</u>

Section A. <u>Statutory Authorization</u>

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, <u>Tennessee</u> <u>Code Annotated</u> delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town of Ashland City, Tennessee, Mayor and the Ashland City City Council, do ordain as follows:

Section B. <u>Findings of Fact</u>

- 1. The Town of Ashland City, Tennessee, Mayor and its City Council wishes To maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
- 2. Areas of the Town of Ashland City, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- 3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. <u>Statement of Purpose</u>

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

- 2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
- 3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
- 4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
- 5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. <u>Objectives</u>

The objectives of this Ordinance are:

- 1. To protect human life, health, safety and property;
- 2. To minimize expenditure of public funds for costly flood control projects;
- 3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- 4. To minimize prolonged business interruptions;
- 5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
- 6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
- 7. To ensure that potential homebuyers are notified that property is in a floodprone area;
- 8. To maintain eligibility for participation in the NFIP.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

- 1. Accessory structures shall only be used for parking of vehicles and storage.
- 2. Accessory structures shall be designed to have low flood damage potential.
- 3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

- 4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
- 5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

<u>"Appeal"</u> means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

<u>"Area of Special Flood-related Erosion Hazard"</u> is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see "Special Flood Hazard Area".

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see "Structure".

<u>"Development"</u> means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

<u>"Elevated Building"</u> means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or "Emergency Program" means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

<u>"Exception"</u> means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

<u>"Existing Manufactured Home Park or Subdivision"</u> means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see "Existing Construction".

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1. The overflow of inland or tidal waters.
- 2. The unusual and rapid accumulation or runoff of surface waters from any source.
- 3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

<u>"Flood Insurance Rate Map (FIRM)"</u> means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

<u>"Flood Insurance Study"</u> is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

<u>"Floodplain"</u> or <u>"Floodprone Area"</u> means any land area susceptible to being inundated by water from any source (see definition of "flooding").

<u>"Floodplain Management"</u> means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

<u>"Flood Protection System"</u> means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

''Floodproofing'' means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or "Flood-related Erosion Prone Area" means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

''Flood-related Erosion Area Management'' means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

<u>"Freeboard"</u> means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

<u>"Functionally Dependent Use"</u> means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship

building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

<u>"Highest Adjacent Grade"</u> means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

- 1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- 3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- 4. Individually listed on the Town of Ashland City, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

<u>"Mean Sea Level"</u> means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see "Base Flood".

<u>"Person"</u> includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

<u>"Reasonably Safe from Flooding"</u> means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

- 1. Built on a single chassis;
- 2. 400 square feet or less when measured at the largest horizontal projection;
- 3. Designed to be self-propelled or permanently towable by a light duty truck;
- 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"**Regulatory Floodway**" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

<u>"Regulatory Flood Protection Elevation</u>" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where

no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

<u>"Special Flood Hazard Area"</u> is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

<u>"State Coordinating Agency"</u> the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair

project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

<u>"Violation"</u> means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

<u>"Water Surface Elevation"</u> means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. <u>GENERAL PROVISIONS</u>

Section A. <u>Application</u>

This Ordinance shall apply to all areas within the incorporated area of the Town of Ashland City, Tennessee.

Section B. <u>Basis for Establishing the Areas of Special Flood Hazard</u>

The Areas of Special Flood Hazard identified on the Town of Ashland City, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) dated February 26, 2021 and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47021C0165E, 47021C0170E, 47021C0234E, 47021C0235E, 47021C0251E, 47021C0253E, dated February 26, 2021, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

Section C. <u>Requirement for Development Permit</u>

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

Section D. <u>Compliance</u>

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

Section E. <u>Abrogation and Greater Restrictions</u>

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. <u>Interpretation</u>

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. <u>Warning and Disclaimer of Liability</u>

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of ASHLAND CITY, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

Section H. <u>Penalties for Violation</u>

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Ashland City, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. <u>ADMINISTRATION</u>

Section A. <u>Designation of Ordinance Administrator</u>

The Building Inspector is hereby appointed as the Administrator to implement the provisions of this Ordinance.

Section B. <u>Permit Procedures</u>

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. <u>Application stage</u>

- a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
- c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities.
- f. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. <u>Construction Stage</u>

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. <u>Finished Construction Stage</u>

For all new construction and substantial improvements, the permit holder shall provide to the Administrator a final Finished Construction Elevation Certificate (FEMA Form 086-0-33). A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

Section C. <u>Duties and Responsibilities of the Administrator</u>

Duties of the Administrator shall include, but not be limited to, the following:

- 1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- 2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by

Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

- 3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
- 4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
- 5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
- 6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
- 7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
- 8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
- 9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- 10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the town of ashland city, Tennessee FIRM meet the requirements of this Ordinance.
- 11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
- 12. A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances,

another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" \times 3". Digital photographs are acceptable.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. <u>General Standards</u>

In all areas of special flood hazard, the following provisions are required:

- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- 2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
- 3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
- 4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
- 5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- 6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- 7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- 8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

- 9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
- 10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
- 11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
- 12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
- 13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
- 14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. <u>Specific Standards</u>

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. <u>Residential Structures</u>

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. <u>Non-Residential Structures</u>

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood

Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. <u>Enclosures</u>

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. <u>Standards for Manufactured Homes and Recreational Vehicles</u>

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
 - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
- c. Any manufactured home, which has incurred "substantial damage" as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.

5. <u>Standards for Subdivisions and Other Proposed New Development Proposals</u>

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.

- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. <u>Standards for Special Flood Hazard Areas with Established Base Flood</u> <u>Elevations and With Floodways Designated</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- 1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
- 2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- 3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. <u>Standards for Areas of Special Flood Hazard Zones AE with Established</u> <u>Base Flood Elevations but Without Floodways Designated</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with

all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

- 2. A community may permit encroachments within within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- 3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. <u>Standards for Streams without Established Base Flood Elevations and</u> Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

- 1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
- 2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
- 3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
- 4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the Town of Ashland City,

Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.

5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. <u>Standards For Areas of Shallow Flooding (Zone AO)</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- 1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
- 2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(1) (c) and Article V, Section B(2).
- 3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section G. <u>Standards For Areas of Shallow Flooding (Zone AH)</u>

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section H. <u>Standards For Areas Protected by Flood Protection System (A-99 Zones)</u>

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section I. <u>Standards for Unmapped Streams</u>

Located within the Town of Ashland City, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

- 1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
- 2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.

ARTICLE VI. VARIANCE PROCEDURES

Section A. <u>Municipal Board of Zoning Appeals</u>

1. <u>Authority</u>

The Town of Ashland City, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. <u>Procedure</u>

Meetings of the Municipal Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Municipal Board of Zoning Appeals shall be open to the public. The Municipal Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Municipal Board of Zoning Appeals shall be set by the City Council.

3. <u>Appeals: How Taken</u>

An appeal to the Municipal Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Municipal Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of seventy-five (\$75) dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Municipal Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Municipal Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than thirty (30) days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. <u>Powers</u>

The Municipal Board of Zoning Appeals shall have the following powers:

a. <u>Administrative Review</u>

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. <u>Variance Procedures</u>

In the case of a request for a variance the following shall apply:

- 1) The Town of Ashland City, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Municipal Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;

- e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
- f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Municipal Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
- 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. <u>Conditions for Variances</u>

- 1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
- 2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
- 3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
- 4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. <u>LEGAL STATUS PROVISIONS</u>

Section A. <u>Conflict with Other Ordinances</u>

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the Town of Ashland City, Tennessee, the most restrictive shall in all cases apply.

Section B. <u>Severability</u>

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

Section C. <u>Effective Date</u>

This Ordinance shall become effective February 26, 2021 in accordance with the Charter of the Town of Ashland City, Tennessee, and the public welfare demanding it.

Approved and adopted by the Town of Ashland City, Tennessee, Mayor and the Ashland City City Council this the _____ day of _____, 2020.

First Reading: <u>10-13-2020</u> Second Reading: Public Hearing: Date of Publication:

Attest:

Town of Ashland City Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC

18-308. Owner to provide disposal facilities. Maintenance of Step <u>Pumps and Control Panels.</u> It shall be the duty of the property owner of any non-residential property upon which facilities equipment for step pumps and control panels are installed sanitary sewage or human excreta disposal are required by § 18-102, or the agent of the owner to provide such maintenance to include pumping of tanks facilities.

ORDINANCE #

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

WHEREAS, the Mayor and Council appropriate \$17,700 out of the General Fund for food pilot program at the Senior Center.

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

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

General Fund

Senior Center

Beginning Departmental Budget \$293,845.00 Ending Departmental Budget \$311,545.00

1st reading <u>10-13-2020</u> Public Hearing_____ 2nd reading_____

Attest:

Mayor Steve Allen

City Recorder Kellie Reed CMFO, CMC



CITCO Water 4034 ALTIZER AVE HUNTINGTON, WV 25705 Phone 304-523-3484 Fax 304-523-0510

QUOTE TO:

TOWN OF ASHLAND CITY P O BOX 36 101 COURT STREET ASHLAND CITY, TN 37015

Quotation

EXPIRATION DATE	QUOTE	NUMBER
11/22/2020	S100	130162
CITCO Water		PAGE NO.
4034 ALTIZER AVE HUNTINGTON, WV 25705 Phone 304-523-3484 Fax 304-523-0510		1 of 1

SHIP TO:

TOWN OF ASHLAND CITY PUBLIC WORKS DEPT 233 TENNESSEE WALTZ PARKWAY #102 ASHLAND CITY, TN 37015

CUSTOMER NUMBER	CUSTOME		JOB NAME / RELEASE NUI	MBER	SA	LESPERSON
7659	HHD A	ND SOFTWARE			Co	dy Ballentine
WRITER		SHIP VIA	TERMS	SH	IP DATE	FREIGHT ALLOWED
Stephen Hu	inter	BEST WAY	NET 30 DAYS	09/2	23/2020	No
ORDER QTY		DESCRIPTIO	N	UNIT	PRICE	EXT PRICE
2ea	BLUETOOT SENSUS C	ANGER 3L HANDHEL H/WIFI GPS TW-RGR OMMAND LINK	ASY-121-00	60	0.000/ea 0.000/ea	6000.00 1200.00
1ea	AUTOREAD) VXU RADIOREAD TO OFTWARE	DUCHREAD		0.000/ea	4000.00
1ea		D ANNUAL SUPPORT	(TS	200	0.000/ea	2000.00
	TRAINING	OFTWARE INSTALLA			0.000/ea	0.00
Extras not listed or We reserve the righ	spelled out a it to correct o	re not included in pricir derical errors.	ng.	Subto S&H (tal Charges	13200.00 0.00
				Amou	nt Due	13200.00

7/13/2020

C.I. Thornburg is the sole source for Trimble hand helds and tablets for Trimble Water in Tennessee.

Let me know If you have questions or need any additional information.

Sincerely,



Randall F. Leonardo Sales Manager Trimble Water 711 Ridge Road Lemont, IL 60439 (630) 257-2455 Email: <u>randy_leonardo@trimble.com</u>



Andrea Davis Distribution/Channel Marketing Manager 8601 Six Forks Road Raleigh, NC 27615 T: 919-424-8995 F: 919-424-8976 andrea.davis@sensus.com www.sensus.com



July 13, 2020

To Whom It May Concern:

Sensus, USA is pleased to announce that C.I. Thornburg is the exclusive Authorized Distributor of Sensus products for the state of Tennessee. Please contact C.I. Thornburg for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@sensus.com regarding this or any other matter.

Sincerely,

andrea M. Davis

Andrea Davis Sensus, USA Director, Channel Marketing

Ranger 3 rugged handheld computer

THE RANGER 3 HANDHELD COMPUTER HAS THE OUTDOOR RUGGED DESIGN AND INTEGRATED FEATURES THAT USERS COUNT ON.

Strimble.

Ready for the Field The

Trimble® Aanger™ 3 computer is designed to withstand the elements and survive the stress of working outdoors. The Ranger 3 series is tested to rigorous military standards for temperature extremes, drops, vibration, humidity and altitude. The IP67 rating means the Ranger 3 handheld is completely sealed against blowing dust and it can survive immersion in up to a meter of water for 30 minutes.

Trimble rugged computers have proven their reliability and lower Total Cost of Ownership over consumer-grade handhelds in the field with thousands of real world users.

Powerful integrated

features The Ranger 3 series has many built-in capabilities that make it easy to collect, save and transmit data in the field. The integrated GPS receiver, compass and accelerometer enable new possibilities for location-aware software to combine location, bearing and motion data. The 5 megapixel autofocus camera uses the GPS data to capture geotagged images. The camera with flash is useful for inspection, maintenance and repair applications.

Standard features of the Trimble Ranger 3 series include an ARM® Cortex™-A8 superscalar processor, a long-life lithium-ion battery, integrated Wi-Fi and Bluetooth® wireless capabilities and 8 GB of Flash storage. The Secure Digital card slot enables the addition of SD/SDHC memory cards for even more storage. The large sunlight-visible VGA display shows images, maps and data in crisp detail.

The optional integrated 1D barcode laser scanner enables a variety of applications, such as tracking parts and assets used in field service applications, as well as warehousing and logistical applications. <u>The optional integrated 3G GSM cellular WWAN</u> es connectivity to the Internet and corporate networks, enabling mobile applications to synchronize data with servers and databases in the office.

The Ranger 3 series includes the latest Windows Mobile® 6.5 Professional operating system, so it runs all the applications you use most, including a wide range of third-party software for industryspecific applications, Windows Mobile 6.5 Professional features a new interactive user interface that supports taps, flicks, pans and scrolls, making the user experience more intuitive and fun

The Ranger 3 supports six languages, customerselectable at initialization. The included international AC charging kit has four adapters for world-wide compatibility.

With all these features together in one rugged computer, you can support robust mobile applications that enable greater efficiencies and new opportunities for your mobile workforce.

Robust mobile application platform Multiple

integrated features, a high-performance CPU, and a rugged design make the Ranger 3 a very capable computing platform for mobile applications. The Ranger 3 Software Development Kit provides software developers with a hardware-specific API to use in conjunction with Microsoft software development tools.

The Ranger 3 series has Windows Mobile certification and has undergone hundreds of hours of testing to ensure reliability and stability.

Key Features

Outdoor rugged design Long-life battery – up to 30 hours use High-performance mobile processor Large 4.2 inch high-resolution, sunlightviewable touchscreen display Bluetooth and Wi-Fi 5 MP autofocus camera with flash GPS receiver with WAAS/SBAS support Electronic compass and accelerometer 1D barcode laser scanner 3G GSM cellular data modem Windows Mobile 6.5 Professional 58-key QWERTY plus numeric keypad



Standard Features

- Texas instruments AM3715 Silara™ ARM® Cortex™-A8 processor
- 256 MB of BAM
- 8 GB of Flash storage
- Bluetonth 2.0 +FDR
- Wi-Fi (802.11b/o)
- · GPS receiver
- · (SiREstarIII, SiREInstantFixII, WAAS / SBAS capable)
- Electronic compass
- Accelerometer
- Three tri-color notification LEDs
- · USB 2.0 full speed host port
- · USB 2.0 high speed client port
- Serial port, 9-pin RS-232
- * Secure Digital (SD/SDHC) card slot Microsoft Windows Mobile 6 5 Professional
- * 4 2 in (10.6 cm) landscape VGA display, sunlight-readable color TFT
- Resistive touchscreen
- · Owerty keypad with number pad-directional buttons and 4 programmable buttons
- · Speaker & microphone
- · Headset jack (3.5 mm stereo audio and microphone)
- · Operating system language options' Simplified Chinese English, French, German, Japanese & Spanish (customer selectable on initialization)

Optional integrated Features

- · 5 MP autofocus camera with dual white LED flash
- 3G GSM cellular data modern
- LED Flashlight function
- 1D barcode laser scanner

Standard Software

- . SMS Text Messaging Support
- . Microsoft D Office Mobile
- Ward Mobile
- · Excel® Mobile
- PowerPoint Mobile
- Outlook Mobile
- · Internet Explorer Mobile
- Calculator
- Microsoft Pictures and Videos
- Calendar-Contacts
- · Windows Media Player
- Messenger
- Adobe Acrobat Reader
- Notes/Tasks
- Trimble SatViewer (GPS interface software application)

Software for Optional Features

 Customized camera and flash control through Microsoft Pictures & Videos software (geotagging camera software)

- · Flashlight mode control application
- Trimble CellStart software application (cellular connection) setup)
- Trimble ScanAgent barcode scanning software
- Trimble Ranger 3 Software Development Kit
- . STANDARD Accessories
- · Rechargeable lithium-ion
- battery pack
- . Hand strap
- Stylus tether
- · Clear screen protectors
- Display cleaning cloth
- · Quick Start guide sheet
- . Getting Started Guide on CD-ROM International AC charging kit with four plug adapters
- . USB cable
- . Stylus with force-modulating spring lip (pkg of 2)
- · Audio port dust cover
- I/O port dust cover

Optional Accessories

- · Standard soft carry case
- · Vehicle mount (compatible with RAM mounts)
- · Spare battery charger
- 12 V vehicle charger
- 66 Meets or exceeds Water Immersed in 1 m of water for 30 minutes. Water jet 12.5 mm dia, @2.5 m-3 m 100 Litr/.
- min: IEC-529, IP67 Sand & dust 8 hours of operation with blowing talcum proder JEC-529 JP67

Orap 26 drops at room temperature from 4 ft (1.22 mi

> onto plywood over concrete 6 additional drops at -22 °F (-30 °C).

6 additional drops at 140 °F (60 °C) MIL-STD-810G Method 516 6. Procedure IV

Vibration General Minimum Integrity and Loose Cargo

test

10

MIL-STD-810G Method 514 6 Procedures I II Operating Temperature = -22 *F to 140 *F (-30 *C to 60 *C) MIL-STD-810G. Method 501.5. Procedure II MIL-STD-810G Method 502 5. Procedure I. H.

Storage Temperature -40 *F to 158 *F (-40 *C to 70 *C)

MIL-STD-810G. Method 501.5. Procedure II MIL-STD-810G, Method 502 5, Procedure I, II.

Temperature shock -31 °F/149 °F (-35 °C/65 °C) MIL-STD-810G, Method 503 5, Procedure I Humidity 90% RH temp cycle -4 °F/140 °F (-20 °C/60 °C) MIL-STD-810G, Method 507.5 Altilade 15.000 ft (4.572 m) at 73 °F (23 °C) and 40.000 ft (12.192 m) at -22 °F (-30 °C) MIL-STD-810G, Method 500 5, Procedures I, II,

PHYSICAL

III.

Size	10 5 in = 5 2 in × 1.9 in (26.6 cm x 13 1 cm x
4.8 cm)	
Weight	2.3 lb (1.04 kg), including battery and stylus
Color	Black with Yellow face
Electrical	
Processor	TI AM3715 Sitara ARM Cortex-A8 Processor at
800 MHz	
Memory	256 MB RAM
Storage	8 GB non-volatile Flash
Expansion	SD/SDHC card slot. USB host port
Display	4 2 in (10 6 cm), 640 × 480 pixel, VGA TFT
Batteries	11.1 V. 2500 mAh, 27.8 Wh Li-ion rechargeable
packt	
10	USB host and client; 15 V DC power; 3.5 mm

steres + mic audio port:

U.S.A : Trimble Navigation Limited 3501 Jamboree Road Newport Beach, California 92660 +1 (949) 892-6120

water@trimble.com v.trimblewater.com R.o.W : Trimble Navigation Limited NSC Campus, Mahon, Cork Ireland +353 21 230 9328

S-Trimble

Commandlink

You're in command.

he FlexNet[®] CommandLink is a wireless interface that allows utility personnel to access a complete suite of functional controls within a gas, water or electric SmartPoint. The Bluetooth-enabled CommandLink directs the SmartPoint's activation, programming, and diagnostic settings as well as performing on-demand interrogation of the device. CommandLink is capable of communicating with any Hand-Held Device (HHD) enabled with Bluetooth technology, Windows Mobile 6 GPS and 50 MB of available memory as well as laptop computers with Windows XP or Windows Vista, Bluetooth technology and GPS. What's more, this versatile device features rechargeable, field replaceable batteries giving technicians the power to program up to 250 SmartPoints over a two-day period on a single charge. CommandLink System Software includes a simple programmer for ad hoc programming and a route programmer for more structured programming.

Programming:

It couldn't be simpler. Following the physical installation of the SmartPoint, position the CommandLink on the SmartPoint (use the included strap to hold CommandLink in place, if necessary). CommandLink will automatically connect to the HHD or Laptop Computer via Bluetooth wireless technology, allowing personnel to communicate with the SmartPoint and begin the programming process. If programming adjustments are necessary, just follow the simple programming instructions displayed on the HHD or Laptop Computer screen.

Troubleshooting-one-call resolution

CommandLink provides instant access to the SmartPoint's programmed and stored information. With just a few keystrokes, the operator can pull setup information, validate readings, and verify or reprogram settings for optimal performance. You get immediate results. When finished, the CommandLink will initiate communication between the SmartPoint and TGB. Transmit reading, setup, binding or alarm information directly to the database, providing instant confirmation of any changes.

CommandLink Specifications

Primary Function

Electronic tool permitting on-site wireless installation, interrogation and programming of FlexNet water and gas SmartPoints.

Length	Width	Height	Weight
4.7"	2.417	2.37"	16 oz.

Accessories: AC/DC charger (included)

Environmental

		MIL-	STD 810F		Method
Temperature - shock		-20°	- 103° F		503.4
Temperature – storage		-31°	-140 F		501.4
Temperature - operation		-20°	- 130° F	The second second	501.4
Humidity		90% re	91 -29/+54		507.4
Water		Proc	edure I	and constant of the	512,4
	No.	Ht.	surface	temp.	Stelling and
Drop	6	5 ft.	concrete	20° F	516.5
	5	5 ft.	concrete	70° F	010.9
	6	5 ft.	concrete	130° F	
Sand/Dust	F	Procedures I,	II: IEC-529-IP-X8		510.3

Electrical

Batteries:	Three (3) "AA" rechargeable or Energizer brand disposable NH-15AA
Replaceable:	Yes
AC Charger:	Yes
DC Charger	Yes pull hereit
Charge Time:	Approximately 4 hours
Indicators:	LED; power, Blustcoth communication, charging
Firmware:	Upgradable via Bluetooth interface

RF Communication

CommandLink complies with FCC Part 15, FCC Part 15 Class B and Canadian ICES-003 requirements.

Bluetooth: Class

Sensus: Inc

nductive at SmartPoint,

4.70

2.37 ---

000

Hand-Held Compatibility

	Windows Mobile6	USB Interface	Bluetooth
Sensus AR5500*	X	X	X
Trimble Nomad ¹	X	X	X
Juniper Archer ¹		X	X

HHDs listed at left are capable of completing 250 installations over a two day period on a single charge Other HHDs that meet the Hand-Held Compatibility requirements must have 50 MB of internal memory to operate CommandLink software; however, battery life may not meet the Sensus standard of 250 intallations Billetooth is a registered trademark of Billetooth SIG. Inc. Windows: and Mobile6 are trademarks of Microsoft Corporation



/IET technologies 0.000 - Page 61 -

Phone: +1 (615) 792-5618 Ashland City, TN 37015 Sales Quotation For Town of Ashland City 101 Court St

Quote Description: **Quote Expiration:** Quote Number: Quote Name: Quoted By:

Town of Ashland City - LGD - HH interface 2020-118259 Tanner Cate 4/20/2021

Description		License	Impl Hours	Impl Cost	Data Conversion	Modute Total	Maintenance
Customer Relationship Management Suite							
Utility Meter-Reader Interface		\$2,200	4	\$520	\$0	\$2,720	\$550
	Sub-Total:	\$2,200		\$520	\$0	\$2,720	\$550
	TOTAL:	\$2,200	4	\$520	\$0	\$2,720	\$550
		i		L			
Summary		One Time Fees		Kecurring Fees			
Total Tyler Software		\$2,	\$2,200	\$550			
Total Tyler Services		69	\$520	\$0			
Total Third Party Hardware, Software and Services			\$0	\$0			
Summary Total		\$2,	720	\$550			
Contract Total		\$3,	\$3,270				

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Date:	P.O.#:	
Slient Approval:	Print Name:	

nents	
Client agrees that item	Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing
 agreement ("Agreemen to any listed assumptic 	agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:
License fees for 1 makes such softw	License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client:
 Fees for hardware 	Fees for hardware are invoiced upon delivery;
Fees for year one	
 Annual Maintena software available 	Annual Maintenance and Support fecs, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation
was signed (for S	was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the
Agreement, with	Agreement, with renewals invoiced annually thereafter in accord with the Agreement. Here for services included in this cales curvation shall be invoiced as indicated below
• Implementation	Implementation and other professional services fees shall be invoiced as delivered.
 Fixed-fee Busir 	Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations,
by module, and	by module, and 50% upon delivery of custom desktop procedures, by module.
 Fixed-fec conve 	Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon
Client acceptan	Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are
quoted as estim	quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 Except as other 	Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance
of doubt, where	of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation
Planning docun	Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first
	day of the month immediately following initiation of project planning.
 If Client has pu 	If Client has purchased any change management services, those services will be involced in accordance with the
 Agreement. Notwithstandin 	Agreement. Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically
	for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite
migration schee	migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will
invoice Client f	invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 Expenses associa: 	Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will t	- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

CONFIDENTIAL

2020-118259 -

2 of 2

"Renewal Terms"

The Mowing Agreement signed and approved by the Town of Ashland City 2-13-18 and by Leslie Stewart on 2-7-18 states in Article 1 the agreement shall be in effect from April 2018 to December 2019 and may be extended for two additional one-year periods as "Renewal Terms" by mutually written consent of both parties. This signed document confirms both parties wish to renew the mowing agreement for the 2020 mowing season and this agreement will be in effect from the date signed until December 2020.

COPY

OWNER LESLIE STEWART DBA LCJW Lawn Services

MAYOR STEVE ALLEN

Town of Ashland City

Date

Date

MOWING AGREEMENT

This Mowing Agreement ("Agreement") is made by and between The Town of Ashland City, Tennessee (hereafter referred to as "City"), a municipal corporation, and political subdivision of the State of Tennessee, with an office address at 101 Court St., Ashland City, TN 37015, and Leslie Stewart DBA LCJW Lawn Services (hereafter referred to as "Contractor"), (a corporation) / (a partnership) / (a sole proprietorship) organized and formed under the law of the State of Tennessee, and licensed to do business in the State of Tennessee, with an office address at 3629 Sweethome RD Ashland City TN, 37015

<u>WITNESSETH</u>

WHEREAS, Contractor has substantial skill, equipment and experience in conducting the type services required by the Town of Ashland City Parks and Recreation Department on City Property within the Town of Ashland City service area (all hereafter referred to as "Ashland City"); and

WHEREAS, the City desires to hire a Contractor to mow city property, and

WHEREAS, Contractor desires to provide such mowing services to the City on the terms and under the conditions contained in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the terms and conditions set forth herein.

ARTICLE 1. TERM

Unless earlier terminated pursuant to the provisions herein, this **Agreement** shall be in effect from April 2018 to December 2019 (the "Term"), and may be extended for two (2) additional oneyear periods (the "Renewal Terms") thereafter by mutual written consent of the parties hereto.

ARTICLE 2. STATEMENT OF WORK

Contractor shall provide mowing serves as outlined in Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing attached hereto and incorporated herein.

ARTICLE 3. COMPENSATION

In consideration of the Pavement Repair Services provided by **Contractor** hereunder, the **City** will pay to **Contractor** for work performed / services rendered a sum of money as provided in **Exhibit A, Bid Documents, Technical Specifications, Special Conditions and Pricing** attached hereto and incorporated herein. **City** shall not be liable for any payment to any sub-contractor(s) for any services rendered in connection with this agreement whatsoever, any said payments to any such sub-contractor(s) being the sole liability and responsibility of **Contractor**.

ARTICLE 4. RESERVED

ARTICLE 5. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that Contractor will provide the mowing under this Agreement as an independent contractor and that during the performance of the services under this Agreement, neither Contractor nor any of Contractor's employees, agents, representatives or sub-contractors will be considered an employee of the City within the meaning or application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment insurance, old age or social security or retirement or pension benefits, health insurance of any kind or nature whatsoever, worker's compensation, labor or tax laws of any kind. Neither Contractor nor any of Contractor's employees, agents, representatives or subcontractors shall be entitled to any benefits that may be afforded from time to time to the City's employees, including without limitation, vacation, holidays, sick leave, pension or retirement benefits, health insurance of any kind or nature whatsoever, or worker's compensation or unemployment insurance. Further, the City shall not be responsible for withholding or paying any taxes, to include social security or federal, state or local income taxes, for or on behalf of Contractor or any of Contractor's employees, agents, representatives or sub-contractors. Contractor shall be fully responsible for any such withholding or payment of taxes or social security for Contractor and any of Contractor's employees, agents, representatives or subcontractors. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint

ARTICLE 9. RESERVED

ARTICLE 10. TERMINATION AND BREACH

(A) This Agreement shall continue in full force and effect during the Term or Renewal Term hereof unless and until terminated in accordance with the provisions of this Agreement. Nothing in this Agreement or otherwise shall be construed as a requirement that the City will request any amount of work or services to be performed by Contractor, and any amount of work or services requested or to be performed will be at the sole discretion of the City.

(B) In the event of any material breach of this **Agreement** by either party, the other party may terminate this **Agreement** immediately by giving written notice thereof to the other party.

(C) In the absence of a material breach of this Agreement by Contractor, the City may terminate this Agreement with or without cause by giving Contractor written notice of its election to terminate said Agreement. In such case, the City agrees to pay Contractor on a pro rata basis for all work or services performed by the Contractor with the City's approval up to the date of notice of termination.

ARTICLE 11. WAIVER OF BREACH

Waiver by the **City** or **Contractor** of a breach of any provision of this **Agreement** by the other party shall not operate as or be construed as a waiver of any subsequent breach by the other party, and shall not be deemed a waiver of any other right, condition or promise hereunder.

ARTICLE 12. REMEDIES

The exercise of the **City's** or the **Contractor's** right to terminate this **Agreement** for a material breach shall not abrogate any of the available rights and remedies of the terminating party with respect to the breach giving rise to such termination. Each and all of the rights and remedies of the parties provided for in this **Agreement** shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others, or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other rights or remedies available at law.

venture, or the relationship of principal and agent between the **City** and **Contractor**, and nothing contained in this **Agreement** shall permit either party to incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

ARTICLE 6. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this **Agreement** or any rights, duties or obligations hereunder without the express written consent of the other party. Any such purported or attempted assignment shall be void. This **Agreement** shall be binding upon the parties' respective successors and permitted assigns.

ATRICLE 7. NO THIRD PARTY BENEFIT

Nothing contained in this **Agreement** shall be deemed to confer any right or benefit on any person, organization or entity who is not a party to this **Agreement**.

ARTICLE 8. INDEMNITY

(A) Contractor agrees to indemnify, defend, and hold harmless the City, its' elected or appointed officials and employees or agents, individually, or in their official capacity, or as a body politic, against any and all legal or administrative claims, actions, demands, suits, judgments, or proceedings of any kind, including, but not limited to, any claims for damages, penalties, fines, interest, costs, attorney fees, or expenses of whatever kind or nature, or seeking declaratory or injunctive relief, or specific performance, which may be imposed on or incurred by the City arising out of or related to the following:

(1) any default or material breach of any term, provision, covenant, warranty or representation of **Contractor** contained in this **Agreement**; or

(2) the negligent, reckless or intentional act(s) or omission(s), or illegal conduct, whether of action or inaction, of **Contractor** or its' employees, agents, representatives or subcontractors which result in death or bodily injury to any person or entity (including third parties) or any damage to any real or personal property (including the real or personal property of third parties).

ARTICLE 13. WARRANTIES AND REPRESENTATIONS

(A) Contractor warrants and represents to the City as follows: (i) that neither the execution, delivery, nor performance of this Agreement constitutes a breach or violation of any contract or agreement to which it is a party or by which it is in any manner bound, and (ii) that it will perform any and all work or services hereunder in a professional and workmanlike manner in accordance with generally accepted industry standards. Contractor shall correct or cause to be corrected any errors or defects in the work or services performed hereunder at no additional cost to the City.

(B) City warrants and represents to the Contractor as follows: (i) that funds are available to compensate Contractor for any work or services performed hereunder, and that these funds are neither encumbered nor contingent upon the granting of approvals, permits, or financial commitments by lending institutions or third parties.

ARTICLE 14. DUE DILIGENCE

Contractor agrees to proceed with performance of the work or services requested hereunder with due diligence. The parties agree that time is of the essence to this **Agreement**.

ARTICLE 15. CONTRACTOR WORKER(S); REMOVAL

Contractor shall utilize safe, efficient, and competent employees in performing the work hereunder. Should the **City** reasonably object to an individual employee utilized by **Contractor** due to such employee's incompetence, dishonesty, abusive or disorderly actions or nature, **Contractor** agrees to promptly replace the individual with someone reasonably acceptable to the **City**.

ARTICLE 16. APPLICABLE LAW

This **Agreement** shall be governed by, and construed in accordance with the laws of the State of Tennessee.

ARTICLE 17. JURISDICTION AND VENUE

Any dispute arising out of or in connection with this **Agreement** shall be submitted to the exclusive jurisdiction and venue of the state courts located in Cheatham County, Tennessee, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

ARTICLE 18. INSURANCE

(A) Contractor shall provide a copy of insurance in the bid packet and: agrees to maintain at its' own cost throughout the Term or any Renewal Term of this Agreement the following policies of insurance from a reputable insurance provider acceptable to the City:

(i) commercial general liability insurance for bodily injury or death and property damage on an occurrence basis, with coverage limits of at least five hundred thousand dollars (\$500,000.00) each occurrence, and one million dollars (\$1,000,000.00) general aggregate, and

(ii) automobile vehicle liability insurance for bodily injury or death and property damage, covering any auto, with coverage limits of at least five hundred thousand dollars (\$500,000.00), combined single limits, and

(iii) worker's compensation insurance in the current statutory maximum required amount.

(B) Contractor agrees to provide proof of said insurance to the City by way of a Certificate of Insurance, or such other form and manner acceptable to City, and to name City as an "additional insured" for such policies of insurance, and to provide immediate notification of the cancelation or termination of any such policy of insurance at least 30 days prior to said cancelation or termination of said policy of insurance. The receipt of any such certificate of insurance shall not be deemed to constitute agreement by the City that the insurance requirements provided herein have been fully met or that the insurance policies indicated on the certificate are in compliance with all the terms herein. Further, failure of the City to obtain certificates of insurance or other evidence of insurance from Contractor shall not be deemed to be a waiver by the City. Failure of the Contractor to obtain or to maintain the any insurance required herein shall be grounds for termination of this Agreement by the City at its' sole discretion. Contractor agrees that its' policies of insurance shall make provision whereby its' insurer(s) shall waive their rights of subrogation against the City, its' employees, elected or appointed officials, officers and agents. Contractor further represents its' express understanding and agrees that any insurance coverages

and limits or exclusions, contained in any policies of insurance obtained by **Contractor** shall in no way limit the **Contractor's** liabilities or responsibilities specified herein or by law.

ARTICLE 19. TAXES

The **City** is a tax exempt entity and, as such, shall not be responsible for payment of any taxes of any type whatsoever.

ARTICLE 20. NOTICE

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be sent by certified or registered United States Postal Service mail, or a generally recognized public courier service, to the Contractor, LCJW Lawn Services ATTN: Leslie Stewart , at its' principal office address, 3629 Sweethome RD Ashland City TN, 37015 ; or to the City, The Town of Ashland City, Public Utilities-Public Works Department, ATTN: Parks and Recreation Director, at its principal address, PO Box 36, Ashland City TN 37015. Either party may change contact personnel by notifying the other in writing of such change.

ARTICLE 21. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or nature, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

ARTICLE 22. SEVERABILITY

Every provision of this **Agreement** shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this **Agreement** so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this **Agreement**, and all other provisions shall remain in full force and effect.

ARTICLE 23. COMPLIANCE WITH LAW

Nothing contained in this **Agreement** shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this **Agreement** and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the term, condition or provision of this **Agreement** affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the parties as expressed in this **Agreement**. **Contractor** shall be responsible to secure at its' own cost all permits and licenses required by law, to pay all fees and charges required to be paid by law, and to give all notices necessary and required by law for the lawful procession of the work / services to be performed under this **Agreement**. **Contractor** shall comply with all federal, state and local statutes, laws, ordinances or regulations, as applicable to the work / services to be performed under this **Agreement**.

ARTICLE 24. PERFORMANCE BOND

None required for this contract.

ARTICLE 25. RIGHT TO INSPECT RECORDS

Contractor agrees to maintain and preserve in legible condition any ledgers, documents, papers and records, to include computer files, which are directly pertinent to any work or services performed by **Contractor** hereunder, during the Term or any subsequent Renewal Term, and for an additional period of three years beyond the end date or termination of the **Agreement**, to include any Renewal Term. **Contractor** agrees that the **City**, or any of its' duly authorized representatives, shall have access to any ledgers, documents, papers and records, to include computer files, of the **Contractor** which are directly pertinent to any work or services performed hereunder for audit or financial examination purposes, and **Contractor** agrees to cooperate with and make reasonable accommodation to **City** for such purposes. **Contractor** further agrees that failure to cooperate or to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this **Agreement** by **City**.

ARTICLE 26. HEADINGS

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

ARTICLE 27. ENTIRE AGREEMENT

This Agreement and the attached exhibit(s) represent the entire agreement between the parties with respect to the subject matter hereof. Should there be a conflict between the terms of this Agreement and any of the attached exhibit(s), the terms of this Agreement shall control. This Agreement may be amended only by written instrument signed by both parties.

ARTICLE 28. COUNTERPARTS

This **Agreement** may be executed in three counterparts, each of which when fully executed shall be deemed some original and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this **Agreement**.

ARTICLE 29. IRAN DIVESTMENT ACT

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

NOTHING FURTHER THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Contractor: Leslie Stewart DBA LCJW Lawn Services	
Printed Name: Leslie Stewart	
Title: Owner	
Signature: Coolie Stout	•
Date: 7 Feb 2018	
STATE OF TENNESSEE	
COUNTY OF Cheatham	

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, <u>Leslie Stewart</u>, president, officer, principal, owner and / or agent with authority to bind <u>Leslie Stewart</u>, and with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this $\underline{1}^{tb}$	day of February, 2018. Marcla a Walder NOTARY PUBLIC 11/3/18	HENN PANDA JEAN
Town of Ashland City		
Printed Name: Richard Johnson		MANNEY, TEN IN

Title: Mayor, Town of Ashland City	
Signature: Midd. flammer	
Date: <u>2-13-18</u>	

ATTEST:

Kellie Reed, City Recorder/CMFO

ORDINANCE

AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 12, CHAPTER 1, SECTION 12-101

WHEREAS, the Mayor and City Council, after review of older ordinances that have been in effect in the City, have determined that some Ordinances need to be updated to be current with the needs of the City.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Title 12, Chapter 1, Section 12-101 be amended to read in its entirety as follows:

<u>12-101.</u> Standard Codes Adopted It is the desire of the Town of Ashland City to adopt, in all respects, the various standard codes relating to building, fire prevention, gas, housing, mechanical, plumbing, and swimming pools and the adoption of these codes is done to facilitate proper inspection activities by Ashland City relating to construction and to maintenance of buildings within said Ashland City and relating to public safety, health and general welfare.

The following codes are hereby adopted by reference as though they were copied herein fully: 2018 International Building Code 2018 International Residential Code adding appendix G & J 2018 Fuel Gas Code 2018 International Mechanical Code 2018 International Plumbing Code 2018 International Property Maintenance Code 2018 International Fire Code adding appendix B, C, D, H, I, J 2018 International Existing Building Code 2018 Wildland Urban Interface Code 2018 NFPA Life Safety Code 2018 International Zoning Code Accessibility Code ICC/A117.1-2009 2018 Energy Code with 2009 Energy Code Tables 2018 NFPA 101 Life Safety Code

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



ArchiveSocial P.O. Box 3330 Durham, NC 27702 US (888) 558-6032 invoicing@archivesocial.com http://archivesocial.com

ADDRESS Town of Ashland City, TN

QUOTE # 8758 DATE 10/28/2020

ACTIVITY	QTY	RATE	AMOUNT
Archive - Economy - 199 - 10 One month of ArchiveSocial Economy package. Archiving of up to 1000 new records per month and 10 social media accounts.	12	199.00	2,388.00
Formal Quote for ArchiveSocial Service (Economy) Service Dates: 7/1/21 - 6/30/22 *All quotes and invoices are issued in USD	TOTAL		\$2,388.00

Accepted By

Accepted Date



ArchiveSocial P.O. Box 3330 Durham, NC 27702 US (888) 558-6032 invoicing@archivesocial.com http://archivesocial.com

ADDRESS Town of Ashland City, TN

QUOTE # 8757 DATE 10/28/2020

ACTIVITY	QTY	RATE	AMOUNT
Archive - Economy - 199 - 10 One month of ArchiveSocial Economy package. Archiving of up to 1000 new records per month and 10 social media accounts.	7	199.00	1,393.00
Formal Quote for ArchiveSocial Service (Economy) Service Dates: 12/1/20 - 6/30/21 *All quotes and invoices are issued in USD	TOTAL	ę	\$1,393.00

Accepted By

Accepted Date

COMPREHENSIVE SOCIAL MEDIA ARCHIVING COMPLIANCE



www.ArchiveSocial.com (888) 558-6032

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THE SOLUTION

Government agencies and school districts across the country are taking control of the narrative online by increasing their social media presence. This growth comes as residents across the country are using social media as the preferred channel for receiving news and communicating with their community leaders.

As these conversations between agencies and residents expand, the need to protect these conversations in compliance with public records laws has only grown in importance. Yet many agencies' use of social media fails to account for public record laws in their social media policies.

66 It has become critical for agencies to find a reliable solution to preserving their social media for public records. 99

Public entities need a solution that ensures the authenticity of records to meet legal and compliance requirements. A solution that captures records regardless of how, when, or what content is posted. A solution that helps agencies enjoy increased engagement while controlling their narrative online. A solution that is easy to use and quick to implement.

ARCHIVESOCIAL IS THE SOLUTION.

PART I

A SOLUTION THAT ENSURES THE AUTHENTICITY OF RECORDS TO MEET LEGAL AND COMPLIANCE REQUIREMENTS

THE LEGAL BASIS FOR ARCHIVING

Courts across the country are ruling that the social media pages used by government agencies, politicians, and school districts fall under public records laws. These laws are meant to promote transparency between governments and the people they serve, and states have adopted public records laws that include social media records. Failing to consider social media content as a public record can lead to lawsuits and, potentially, costly legal consequences.

IN FOCUS: SOCIAL MEDIA AND LEGAL ACTION

Lawmakers' decision to block constituents on social media costing taxpayers over \$75,000 May 15, 2019 – Fox Denver 31

Three separate cases in Colorado, involving two mayors and a state senate president where each blocked activists and constituents on social media, were settled for a grand total of \$75,000. The "courts have ruled politicians cannot block constituents on social media," resulting in significant consequences.

Parma City School District settles with woman blocked by employee on Twitter November 18, 2019 – Cleveland.com

A community member received a financial settlement after suing the Parma City School District, the school board, the administrative specialist, and the superintendent for blocking the resident on social media.

Beech Grove settles free-speech lawsuit over Facebook use

August 5, 2016 – Associated Press

Beech Grove, Indiana, was sued by the ACLU on behalf of two citizens who posted critical comments about the city on Facebook, only to see those comments deleted. Beech Grove had to temporarily shut down its Facebook pages and rewrite its social media policy. The city financially settled the lawsuit.

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HOW ARCHIVESOCIAL CAN HELP

ArchiveSocial strives to provide the most comprehensive social media recordkeeping solution to help government agencies and school districts remain compliant with public record laws and actively manage risk online.

ArchiveSocial's specialization in social media is our core advantage

Our archiving solution is purpose-built to address specific challenges related to the capture of records from social networking platforms. ArchiveSocial is designed to preserve social media records in a manner that satisfies long-term agency requirements.

ArchiveSocial consistently provides the most detailed archive to protect government agencies and school districts across from incomplete information.

66 They are proactive and always helpful. We recently had a random SEC audit and ArchiveSocial provided the requested information in the format needed quickly. Thank you for taking care of us and not expecting me to be an expert. 99

Deborah Carroll from Bland Garvey, P.C.

HOW RECORDS ARE LOST (OR, THE "ONLINE IS FOREVER" FALLACY)

Many people think that once something is online, it is there forever. This is simply not true for social media, and the platforms make no guarantees to retain content and make it available to you.

In a 2019 study using a sample set of 500 customers and more than 10 million social media posts, ArchiveSocial found 758,404 of those records were no longer discoverable online less than 12 months later – a surprising 1 in 15 of the records were deleted! Luckily, those agencies archived their social media and still had access to those lost records.

HOW DOES A RECORD GET "LOST" OR DELETED?

- If a comment is deleted, all the replies to that comment also disappear.
- If the user deletes their profile, all of their content is also deleted.
- If a comment violates platform rules and policy, the platform reserves the right to delete comments or entire profiles.
- Your own social media policy may have guidelines requiring some content to be deleted.

The social networks were built to facilitate the online connection of billions of private citizens to one another. They are not built for, nor bound to, public records laws, and have no legal obligation to retain records. As a result, most social media networks **do not** have built-in support for compliance and archiving.

PART II

A SOLUTION THAT CAPTURES RECORDS REGARDLESS OF HOW, WHEN, OR WHAT CONTENT IS POSTED

HOW WE DO IT

We connect directly with today's most popular social media platforms to pull organization's social media accounts and web pages into a secure archive. ArchiveSocial's continuous archiving solution automatically captures and preserves new content.

Authentic Capture in near-real-time across networks means 100% of records captured directly from the social network in the native format along with full technical metadata and digital signatures. Using real-time API on sites that support it, such as Facebook and Instagram, allows us to capture conversations in seconds.

ArchiveSocial technology automatically detects edited, hidden, and deleted content across networks. This information, while critical to maintaining accurate records, is generally not reported by social networks. ArchiveSocial captures it all.

Our solution helps government agencies and school districts see their whole presence online while minimizing the risk of losing records.

SAVING YOUR PRESENCE ACROSS THE WEB

Government agencies and school districts use different platforms to reach varied audiences with unique content. ArchiveSocial preserves social media records from all of the most popular platforms in one archive to make it easy to access all social media content in one location.

We support Facebook, Twitter, YouTube, Instagram, LinkedIn, Vimeo, and Pinterest – **all in one archive**.



SNAPSHOTTING YOUR WEBSITE

Social networking sites and websites are the primary mediums by which government agencies and school districts communicate with the public. It's critically important agencies are able to efficiently and reliably manage communications across each of these mediums as public records. While agencies must use an archiving solution like ArchiveSocial to capture social media records, the majority of record information presented across a website is already in the agency's control.

However, website records are often distributed across a variety of systems such as Content Management Systems (CMS), back-end databases, and backup systems. These systems as a whole present challenges to centralized web record retention and fulfillment of public records requests. Agencies need help managing their web records as effectively as they manage their social media records.

ArchiveSocial Web Snapshots supplements an agency's existing approach to website records management by providing automated capture, search, and export capabilities of website content .

This is especially important for larger government entities and school districts with multiple sub-agencies or individual schools who manage their own websites.

Web Snapshots automatically archives a snapshot of how a website was displayed to citizens to supplement the website data already maintained by their Content Management System (CMS). Snapshots show what the page looked like on page load and capture the HTML source data.

THE IMPORTANCE OF METADATA

There's more to the records created on social networking platforms than what you see on a screen. All social media communications have underlying metadata that contains important information about each communication. This metadata includes user IDs, timestamps, and other information not displayed on a webpage. Correctly capturing records of social media requires more than taking screenshots or copying HTML – the metadata is a crucial part of the record.

ArchiveSocial connects directly with each social network to capture and preserve not just what is displayed on the platform, but also the underlying metadata, in its native format.

66

As a public entity, we are required by law to be able to reproduce that information if there is a public request for it, an open records request. That is not something we are capable of doing without having some type of system in place that actually can go out and get what they call the metadata. 99

April Warden, County Administrator for Seward County, Kansas

T_TWEET_330313100303679490.txt public record as information stored in a file drawer\" #opengov #3cma","geo":null,"retweeted":false,"in_reply_to_screen_name":null,"truncated":false,"lang ":"en","entities":{"symbols":[],"urls":[],"hashtags":[{"text":"opengov","indices": [112,120]},{"text":"3cma","indices":[121,126]},"user_mentions": [],"in_reply_to_status_id_str":null,"id":330313100303679490,"source":"tweetymail<// a>","in_reply_to_status_id_str":null,"favorited":false,"in_reply_to_status_id":null,"retweet ArchiveSocial @ArchiveSocial 3 Mav "Electronic information stored in a computer is as much a public record as information stored in a file drawer" #opengov #3cma Expand blue_normal.png","geo_enabled":false,"profile_background_image_url":"http://a0.twimg.com/ images/themes/theme1/bg.png","profile_background_image_url_https":"https://i0.twimg.com/ images/themes/theme1/bg.png","follow_request_sent":false,"entities":{"description": {"urls":[]},"url":{"urls":[{"expanded_url":null,"indices":[0,24],"url":"http:// archivesocial.com"}]}},"url":"http:// archivesocial.com","utc_offset":=18000,"time_zone":"Eastern Time (US & Canada)","notifications":false,"profile_use_background_image":true,"friends_count": 387,"profile_sideba_fill_color":"DDEFF6","screen_name":"ArchiveSocial","id_str":"41194152 3","profile_image_url":"http://a0.twimg.com/profile_images/1890150641/icon-as-blue_normal.png","listed_count":23,"is_translator":false,"coordinates":null}

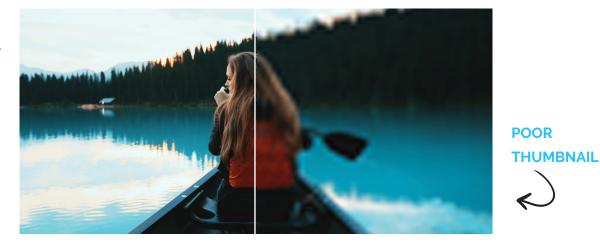
126 characters = 2,308 characters of metadata

- Page 84 ww.ArchiveSocial.com

RICH DATA SHOWS A BETTER PICTURE

Social media posts can be more than simple text. In fact, they should be; images, GIFs and videos make your content more dynamic and interesting. But graphics pose new archiving and records management challenges compared to simple text.

A photo, for example, should be preserved at full resolution rather than as a link or thumbnail only. This ensures no data is lost.



Regardless of the device or network used to transmit communications, ArchiveSocial captures each of the various data formats used in social media and presents the resulting records in an intuitive interface.

DIGITAL SIGNATURES FOR BETTER ACCOUNTABILITY

Proof of authenticity is a critical requirement when providing electronic records as evidence in regulatory and legal situations.

Investigators and courts must be assured that a social media record was not falsified or altered using a web page editor, image manipulation software, or some other means. Simply crawling or scraping a page fails to provide comprehensive records for legal protection and can leave organizations and agencies at risk.

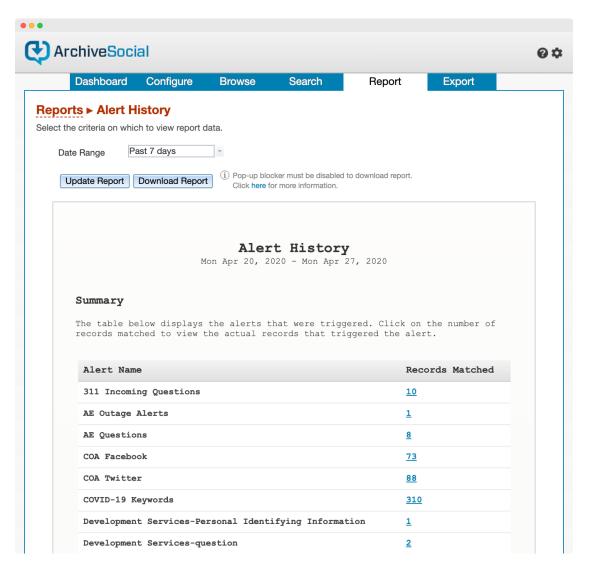
Our solution includes a trusted timestamp and digital signature with each record stored in the archive. This digital signature proves that the data existed at the specified time in history and has not been edited or falsified in any way.

PART III A SOLUTION THAT HELPS AGENCIES ENJOY INCREASED ENGAGEMENT WHILE CONTROLLING THEIR NARRATIVE ONLINE

RISK MANAGEMENT

Agencies with active social media engagement create positive relationships and gain insights into community issues. Unfortunately, not all interactions online stay positive. Negative posts and comments can lead agencies into First Amendment issues or even public safety concerns. When posts and comments bring legal issues, a social media archiving solution should provide assistance in actively managing risk and enforcing social media policies.

ArchiveSocial's Risk, Management, and Analytics (RMA) suite works in conjunction with the base archive to provide monitoring, alerts, and analysis tools.



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RMA provides meaningful insights into commenter sentiment, engagement levels, and platform usage over time. RMA also reduces worry and risk by monitoring customer's social media and sending alerts customized to their needs. Customers can get rapid notifications when questions are asked, private information is shared, or a commenter uses language that violates their policy.

Monitoring and alerts can be set up for personally identifiable information (PII), profanity, questions, praise, or keywords and phrases that customers define.

ArchiveSocial reconstructs social media conversations – pulling individual comments back into their corresponding threads – to create easy to understand content exports. This solution makes it easy to respond to records requests or other discovery or investigation needs with full context.

66 We put in a list of maybe a hundred words — keywords. If it says 'shooting,' 'hurt,' 'blood' — any threat — they will notify me and I can notify the principal and notify law enforcement, if need be. 99

Sherrie Johnson, Stafford County Public Schools, VA

SEARCH AND TAGGING FOR BETTER TARGETING

Combing through years worth of previous posts, tweets, and comments is a challenge without advanced search and tagging tools. Our sophisticated search engine and custom tagging system allows government agencies and school districts to organize and filter archived content. This makes finding the needle in the haystack easy.

ArchiveSocial's advanced search and filter features give agencies the ability to search across all of an organization's social media using keywords, date, network, username, content type, or tags.

Custom tags for content make it easy to organize archives. Filters can quickly refine results, including the capability for finding records that have been deleted. Finding deleted content is common in an easy task with ArchiveSocial's user-friendly interface.

IN FOCUS: HOPKINTON, MA

When the town was using a scheduling tool to schedule posts for their Facebook and Twitter accounts, they experienced a glitch which caused all of the prescheduled posted content to be deleted from the social media networks. The Director of Technology was able to use ArchiveSocial to retrieve all of the deleted posts from their archive.

66 If something like that had happened when we weren't archiving, it would have been a disaster. 99

Director of Technology for Hopkinton, MA



OPEN ARCHIVING: A PROACTIVE SOLUTION

Provide the highest level of transparency to your communities by making your social media records open to the public with Open Archive, a public access portal.

The portal gives citizens the ability to search and locate social media records at their convenience. As a result, government agencies and school districts can minimize the cost and overhead of fulfilling public records requests.

CITY OF DALLAS PUBLIC INFORMATION OFFICE	
Powered by ArchiveSocial	
City of Dallas - Social Media Archive	
This free and open archive provides access to social media records from the City of Dallas. The content in this archive captured and is being made available in accordance with state and local public record laws.	
Enter a keyword to search across the entire archive of social media sites, or use the Advanced Search for more options.	
Quick Search Advanced Search	
Separate multiple keywords with spaces Use double quotes (") around phrases Specify asterisk (") for wildcard searches Example Searches Dallas/ETIS (Illegal Dumping Efforts) Street Services (Improving Dallas' Infrastructure) Dallas City Council (Meet your City Council)	
Related Links Dallas City News Dallas City Hall	
ArchiveSocial © 2011-2020. All rights reserved.	al

www.cityofdallas.gov.archivesocial.com

GETTING COMPLIANT

Whether agencies' social media portfolios are managed by a single individual or distributed across several departments, a centralized social media records archive is the key to efficient and cost-effective compliance.

What's more, organizations need to be able to connect accounts to an archive quickly and easily without collecting personal login information from multiple users or granting blanket access to all of the data in the archive.

ArchiveSocial is a cloud-based solution that requires no software installation or IT expertise. It simplifies deployment across organizations and enables organizations to automate social media record-keeping in a matter of minutes.

On average, our customers are on boarded and archiving their entire social media presence in **under 20 minutes.**

66

We have received multiple data requests on a recent controversy. The support team walked me through how to do a very precise search and was knowledgeable about the nature of data requests... I can only imagine the amount of time it would have taken and the mistakes that might have been made had we done this manually. \Im

Jacqueline Smith, City of St. Louis Park, MN

HISTORICAL ARCHIVES

For organizations that have not been maintaining records of social media, it is important for existing account history to be included in a complete archive.

Additionally, social media portfolios can evolve over time with different networks falling in and out of use as the popularity of sites fluctuates. However, even if a page is removed, records of that content must continue to be stored and maintained for organizations to stay compliant. With ArchiveSocial, when social media accounts are retired, they can be set to historical status. The data remains in the archive and is fully exportable and searchable.

ArchiveSocial collects all the available data from existing social media accounts, including historic data. Continual re-verification of the entire social media account ensures changes to old content are detected and stored, and allows ArchiveSocial to accommodate changes to a social network's features.



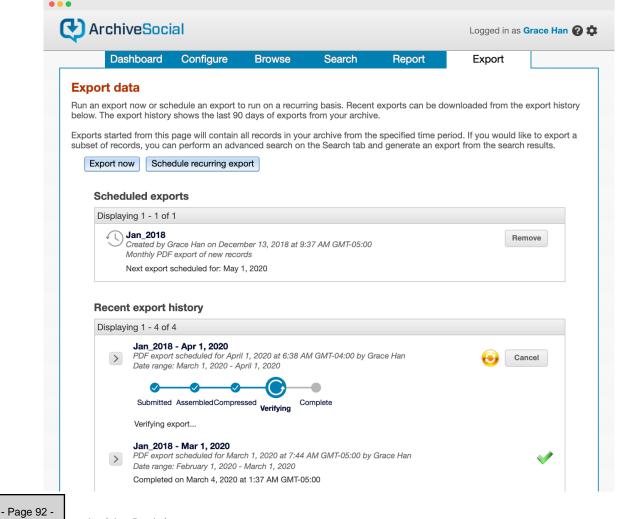
RECORD EXPORTING AND REPORTING

An archive is only as good as its ability to produce records.

ArchiveSocial can export social media content to a variety of formats including PDF, HTML, and Excel. This makes it easy and efficient for organizations to perform exports on demand and produce presentation-ready PDFs with highlighted search results and detailed export descriptions.

If I can't easily get it out to people when they're asking for it, it doesn't do me much good. With [ArchiveSocial], I can email or post it usually the same day I receive the request — often in minutes — literally saving hours for every request. 99

Sgt. Christopher Fulcher, Vineland Police Department



DA

LEVELS OF ACCESS

In many organizations, individuals requiring access to social media records can cross departments and have different needs. While some users may want to tag and manage records, others may only need to view records.

ArchiveSocial allows three levels of access to suit an organization's needs, including Full Administrators, Read-Only Administrators, and Social Media Account Owners. The levels facilitate additional opportunities for collaboration while helping organizations maintain control.



Full Administrators



Read-Only Administrators



Social Media Account Owners



USE RULES TO FOLLOW RETENTION AND DISPOSITION GUIDELINES

Agencies may have retention guidelines that apply to social media. If so, organizations need a social media archive that allows for rules-based disposition. If certain content needs special consideration, flexible retention rules are key.

ArchiveSocial allows organizations to control the retention period of records through customizable disposition rules. All records can be reviewed before deletion. This flexibility allows the user to customize their archive while maintaining the greatest level of compliance.

IN FOCUS: EAST PROVIDENCE, RHODE ISLAND SOCIAL MEDIA POLICY, 2019

66 Social media content is subjective to the Records Retention and Destruction Schedule established by the Department of Records for the agency, whether or not the social media is currently posted on the agency's site(s)...

Agencies are responsible for making and retaining such postings, as required by the agency's Records Retention and Destruction Schedule. 99

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ARCHIVESOCIAL CAN MAKE ALL THE DIFFERENCE

ArchiveSocial is the social media archiving solution that helps government agencies and school districts maintain the greatest level of compliance and transparency when online.

IN FOCUS: WASHINGTON, EVERGREEN SCHOOL DISTRICT

School districts are sharing critical and sometimes controversial information on social media, and they need to be prepared to produce records of their communications in the event of a public records request.

In February 2018, Washington Evergreen School District was using social media to share information about a construction bond that was on the ballot in their city, and they ran a social media campaign to educate the public about how the bond money would be used. They created 20 videos on social media – one for each school in the district – to show the public plans to tear down and rebuild the schools that needed updating, and each post received a flood of comments, most of which were positive, but some of which were from detractors.

A local paper was reporting on the controversy, and they issued a public records request for all social media posts and comments related to the construction bond. Because the district has an archive with ArchiveSocial, they were able to easily search for and produce the hundreds of posts and comments about the bond on Facebook, YouTube, and Twitter, and share them with the newspaper.

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