

TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting December 08, 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. November 10, 2020 City Council Meeting Minutes

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS:

- 3. Council Vacancy Discussion
- 4. Resolution: Alley Abandonment
- 5. Ordinance: Rezone Request: R4PUD to R4- Peach/Main Street Map 49J Parcel 1, 1.01, 4
- 6. Amend Title 12, Chapter 1: Section 12-101. Standard Codes Adopted

NEW BUSINESS:

- 7. GNRC CARES Act Agreement
- 8. GNRC CARES Act Agreement
- 9. my Senior Center Agreement
- 10. CSR Environmental Agreement
- 11. Waste Connections Agreements
- 12. Resolution: Updating Employee Manual Section III. Leave: Legal Holidays
- 13. Resolution: Updating 2020-10 Families First Coronavirus Response Act
- 14. Ordinance: Fiscal Year 2020-2021 Budget Amendment #3

OTHER

ADJOURNMENT

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



TOWN OF ASHLAND CITY Regularly Scheduled City Council Meeting November 10, 2020 6:00 PM Minutes

CALL TO ORDER

Mayor Allen called the meeting to order at 6:00 p.m. stating, "I am Steven Allen, Mayor for the Town of Ashland City, and I hereby call to order the November 10, 2020 City Council Meeting of the Town of Ashland City. Due to the COVID-19 pandemic, and in accordance with Governor Bill Lee's Executive Order, this meeting is being conducted with limited physical public access. The meeting is being made available however to public via live video stream on the Zoom application. The meeting is being done by electronic means to protect the public health, safety, and welfare of the City's citizens in light of the COVID-19 pandemic."

ROLL CALL

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

All members reported by electronic means. Mayor Allen 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

October 13, 2020 Council Meeting Minutes
 A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the October 13, 2020 Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

Mayor Allen read the public speaking policy then called on the first speaker.

Lori Hillard- Ms. Hillard stated she would like to make a recommendation for Vivian Foston to serve on the council for the remainder of Ms. Lisa Walker's term. She stated Ms. Foston was on the student council when they were in high school together and has shown leadership skills even at a young age. Ms. Hillard stated with Ms. Walker's resignation that leaves an all male council and every effort to keep the council diversified should be made. She further stated she believes Ms. Foston is the best person for the job.

Cheryl Long- Ms. Long stated she has lived at 1011 Riverview Lane in Ashland City since 2007. Further, there has been significant discussion regarding the excavation and blasting Mr. Walker is doing in her neighborhood and there is a significant amount of noise and violent shaking. She stated she keeps being told the city cannot overrule the state on state permitting and she does not think that is accurate. She gave a few examples of how the city can overrule the state. She asked the city to please look at this a little bit harder and stop the blasting until we can get this figured out.

Doug Long- Mr. Long stated he also lives at 1011 Riverview Lane and there are other neighbors scheduled to speak about the blasting. He stated he when he and his wife Cheryl moved here because they loved the beauty in Ashland City which is why they moved here. Further, the town has a bad reputation and statics show the town on the wrong end of things. He stated he believes the blasting is

- Page 2 - | ITEM # 1.

an example of why there is this reputation and residential areas with families and homes should be the focus of things coming in to the area.

Zada Law- Ms. Law stated she lives at 1039 Riverview Lane has lived here for 19 years. She stated she is here to ask council if there is anything that can be done about the blasting and loud noise at the residential zoned property located at 1840 Highway 12 South. She stated the blasting started in June. She stated the noise from the trucks can be heard from dawn until after sundown. She stated she has contacted the codes department and The state told her today that the fire marshal's office does not issue permits for the blasting. Mr. Baker with this office further told her that the normal process the city issues an excavating permit and the state receives an intent to blast stating the length of time and amount of material. Further, they can file another intent to do more blasting and this noise and blasting can go on forever. She requested the city do something to help prevent this from happening. Harold and Bonnie Jerdon- Ms. Jerdon stated she and her husband reside at 1015 Riverview Lane. She further stated she wanted to talk about the blasting and noise problems. She stated they moved here from Illinois about a month ago and they were surprised this is going on in an R-1 area. She stated she mainly has questions and further questioned if any permits were issued. Mayor asked Chief. Ms. Noe stated this is a public forum and is not a question and answer session. Ms. Jerdon asked who she can speak to in regard to her questions. She stated she wants to know if the city has issued any citations as of yet. Further, what has been done about the situation and what more will the city do about it. She stated help is needed and they really need help and it is appreciated. She stated they can't use their property the way they normally would because of all of this blasting. Mayor stated he will get in touch with them Thursday to try help answer their questions. Mr. Jerdon stated the blast today felt like a five (5) on the rector scale.

Jenny Jones- Ms. Jones stated she is a homeowner on Allenwood drive. She stated she spoke at a prior meeting in regard to the rezone on this property. She stated she has serious concerns in regard to what is happening on the property on Highway 12. Further, they routinely begin working at 5:30 a.m. and they end at 8:00 p.m. She stated she checks the decibel level on three (3) different apps on her phone and it averages sixty-four (64) to eighty-eight (88) decibels. She stated concerns in regard to dust and smell. In addition, this property has basically became a quarry. She stated the state and county are placing blame on one another. She stated it is very loud and is awful to have to listen to for hours on end for months on end.

Yasmine Ali- Dr. Ali stated she is a property owner on Riverview Lane. Further, Mr. Walker continues to pursue his gravel mining and trucking business regardless of being denied his rezone request by City Council. Mr. Walker continued to blast and load rock the day after the rezone. Dr. Ali stated they can clearly hear the noise inside their homes. She voiced concerns for wildlife and stated the dust has caused allergy problems as she was sick just last week because of it. She suggested the city ask the state to cancel the blasting permit.

Jerome Terrell Stated activity has been steady. There are five (5) projects going and everything is still looking strong.

Mayor stated we all appreciate you all speaking tonight and the council has listened to everything everyone has said.

REPORTS

City Attorney
City Attorney Ms. Jennifer Noe stated she doesn't have anything to present that isn't on the
agenda.

OLD BUSINESS:

3. Patricia Cook Adjustment

Ms. Bowman stated this was an adjustment that came before council last month when she was not here. Further, when we went to Serveline the purpose was to stop all the adjustments. Serveline will not pay for this because it is considered negligence. If you choose to do this it will continue and grow. The bill was in the amount of three hundred and ninety seven dollars and four cents (\$397.04) and we would only adjust sewer amount down to twenty four dollars and seven cents (\$24.07). Vice Mayor Anderson questioned if they can handle it in

- the office. Ms. Bowman stated yes if the council gives us that authority we can make adjustments for things that have not went down the sewer similar to the way they do pool adjustments. Ms. Noe stated in order to do this we would need to change our current policy and we could look at this at the next meeting. After a few minutes Mayor declared council took no action. Ms. Bowman stated they will tell her she will have to pay this bill.
- 4. Resolution: Alley Abandonment Ms. Noe stated Ms. Kellie Reed found some minutes authorization to sign some easements on this property. Further, she will be doing a title search and if it was done we may not have to do anything. She asked for a deferral in order for her to check on this further. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to defer this until the next scheduled meeting. All approved by voice vote.
- 5. Ordinance: Rezone Request: R3 to R3-PUD 580 South Main Street Map 55F H Parcel 4.00 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. Councilman Jackson stated if we do this we need to think about how many houses will be crammed in there. A motion was made by Vice Mayor Anderson, seconded by Councilman Adkins, to approve the Ordinance to Rezone 580 South Main Street. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Kerrigan. Voting Nay: Councilman Jackson. 2nd Reading
- 6. Ordinance: Rezone Request: R4PUD to R4- Peach/Main Street Map 49J Parcel 1, 1.01, 4 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESEE, BY REZONING PARCELS 001.00, 001.01, AND 004.00 OF CHEATHAM COUNTY TAX MAP 49J, GROUP D, LOCATED ON NORTH MAIN STREET, PEACH STREET, AND ARBOR LOOP. Mayor stated this is for first reading as it was deferred last month. Councilman Adkins questioned if Mr. Riegle can talk about what he plans to do. Mr. Steven Riegle stated when he purchased the property the R-4PUD was already designated for the property. Further, they have already developed and constructed the plans for the lots. There will be fourteen (14) single family homes among the lots shown. A motion was made by Councilman Jackson, seconded by Councilman Greer, to approve the Rezone Ordinance. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.
- Ordinance: Amending 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. A motion made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to
 approve the Municipal Floodplain Zoning Ordinance. Voting Yea: Mayor Allen, Vice Mayor
 Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

 Ordinance: Amend Title 18
 - AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 3, SECTION 18-308. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Ordinance Amending Title 18, Chapter 3, Section 18-308. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.
- Budget Amendment #2 FY 2020-2021
 AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET
 AMENDMENT FOR THE 20/21 FISCAL YEAR. A motion was made by Councilman Adkins, seconded by Vice Mayor Anderson, to approve the Budget Amendment Ordinance. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman

Jackson, Councilman Kerrigan.

NEW BUSINESS:

10. Citco Agreement for Handheld Devices

Ms. Bowman stated this is for the purchase of two (2) handhelds for meter reads. Further, this will allow them to have handheld devices that will be docked and automatically loaded into the system. This will reduce mistakes in data entry. She discussed the yearly support fees with Citco and Tyler. A motion was made by Councilman Kerrigan, seconded by Councilman Greer, to approve the Citco Agreement for Handheld Devices. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

- 11. Tyler Agreement for Handheld Devices
 A motion was made by Councilman Greer, seconded by Councilman Adkins, to approve the
 Tyler Agreement for Handheld Devices. Voting Yea: Mayor Allen, Vice Mayor Anderson,
 Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.
- 12. Mowing Contract Renewal

 Mr. Scott Sampson stated this is to extend the mowing contract with Les Stewart for one (1)

 year. The original contract stated we could extend the contract two (2) times and this will be for
 the second and final extension. A motion was made by Councilman Jackson, seconded by Vice
 Mayor Anderson, to approve the Mowing Contract Renewal. Voting Yea: Mayor Allen, Vice
 Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman
- 13. Amend Title 12, Chapter 1: Section 12-101. Standard Codes Adopted AN ORDINANCE BY THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 12, CHAPTER 1, SECTION 12-101. A motion was made by Vice Mayor Anderson, seconded by Councilman Kerrigan, to approve the Ordinance to Amend Title 12, Chapter 1, Section 12-101 of the Municipal Code. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.
- 14. Event/Park Committee Discussion

Mayor stated we discussed this last week and the Event Committee has been abolished and the Parks Committee has taken the responsibility. He stated they will need a motion for the Parks Committee to take over the budgeted allocations and to abolish the Events Committee. Vice Mayor Anderson clarified the Parks Board will be taking over Music on Main and the other city events. Mayor Allen confirmed. Councilman Adkins requested a monthly report from the Parks Committee. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to abolish the Event Committee and rename the allocations budgeted. All approved by voice vote.

15. Council Vacancy Interviews

Mayor stated he would like to get a motion to hold a special called meeting to make an appointment for next week for selection. A motion was made by Councilman Kerrigan, seconded by Vice Mayor Anderson, to hold a special called meeting next Tuesday night prior to the budget meeting.

Mayor stated he would like to allow time tonight for the candidates to introduce themselves and council to ask any questions they may have. Ms. Vivian Foston stated she was born and raised in Ashland City. She stated she presently works for Thomas and Company, who handles things such as unemployment, wage verification, and taxes for large companies. She mentioned she has served as a volunteer for several organizations and she currently serves on the Board of Zoning and Appeals. Councilman Greer questioned what Ms. Foston's vision is for Ashland City's future. Ms. Foston stated she would like to see more events in the city, expansion of the Senior Center, a community center, and something for the Veterans. Vice Mayor Anderson questioned if she could change one thing what would it be. Ms. Foston responded the traffic. Ms. Misty Holloway stated she has been a resident of Ashland City all her life. She stated she has two (2) children and ran for the ward one council position against Ms. Lisa Walker in the last election and has been interested in the position for about a year and a half now. Councilman Adkins asked Ms. Holloway to tell a little about herself and her involvement in

the community. Ms. Holloway stated she works at HCA healthcare and has been there for nineteen (19) years in various capacities, but mostly in managing healthcare offices. She stated she has been volunteering in the Ashland City basketball and softball programs. She stated she is on the Parks and Recreation Board and helped with the movie in the park event recently. She further stated she is excited to bring more events to the city. Mr. JT Smith stated he lived here in Ashland City almost all his life and has been active in the community. He stated he has served on the Ashland City Fire Department for around twelve (12) years. He stated he currently serves on the Ashland City Police Department and has been doing so for about nine (9) years. He manages a business here in the city and works several of the events here in the city. Councilman Adkins questioned Mr. Smith's priorities for the city. Mr. Smith responded he would like to see safe places for the kids to have activities and safe neighborhoods. He stated he looks forward to seeing the city grow and people coming together. Mr. Michael Smith stated he has lived in Ashland City for about fifteen (15) years after having lived in Ashland City most of his life. He further stated his background is in accounting and finance. He reviewed his work history stating he has worked for Nashville Parks and Recreation and he currently serves on the Parks Committee. He stated he worked in Treasury in the City of Nashville and attended the Metro Council meetings. He stated he worked for First American National Bank as a stock broker, he has done some auditing work, and currently works as an accountant. Councilman Greer questioned Mr. Smith about his vision for the future. Mr. Smith stated Ashland City is growing and for Ashland City to continue to be a great small city it needs to be controlled. Further, the downtown district needs to be looked at and it needs to be more vibrant. He stated a community center would be great for the city as well.

EXPENDITURE REQUESTS:

16. Archive Social Quote

Ms. Bowman stated this will help with public records requests for social media and will give us access to pull up anything that is deleted. Further, this company takes a picture of the record every ten (10) seconds. She stated the yearly cost of this expenditure will be two thousand three hundred and eighty-eight dollars (\$2,388). A motion was made by Vice Mayor Anderson, seconded by Councilman Greer, to approve the Archive Social Quote. Voting Yea: Mayor Allen, Vice Mayor Anderson, Councilman Adkins, Councilman Greer, Councilman Jackson, Councilman Kerrigan.

OTHER

Gerald Greer thanked Mr. Sampson and Ms. Reed for helping him get the concert together for the Musicians of the Nashville Symphony concert last month. He stated there was approximately two hundred and fifty (250) people present at the concert. Mayor thanked Councilman Greer for making it possible and stated he has heard how great it was.

Mayor stated he spoke to Commissioner Gary Binkley and he discussed the property exchanged and they will discussing this further on Monday night, but there may be some stipulations.

ADJOURNMENT

A motion	was made by Councilman Greer, seconded by Vice Mayor Anderson, to adjourn the	Э
meeting.	All approved by voice vote and the meeting adjourned at 7:26 p.m.	

MAYOR STEVE ALLEN	CITY RECORDER KELLIE REED, CMFO, CMC

- Page 6 - | ITEM # 1.



- Page 7 -

ORDINANCE NO.

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESEE, BY REZONING PARCELS 001.00, 001.01, AND 004.00 OF CHEATHAM COUNTY TAX MAP 49J, GROUP D, LOCATED ON NORTH MAIN STREET, PEACH STREET, AND ARBOR LOOP

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 049 J, Group D, Parcels 001.00, 001.01, and 004.00 located on North Main Street, Peach Street, and Arbor Loop be rezoned from R-4PUD (High-Density Residential Planned Unit Development) zoning district to the R-4 (High-Density Residential) 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-4 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 9-14-2020.

Passed First Reading	
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 hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a district.
DESCRIPTION OF PROPERTY (Attach Map): Map 49J Parcel 1, 1.01, 4 SURVEY ATTACHED
REASON FOR RECLASSIFICATION REQUEST WE ARE WANTING TO REZONE FROM RY PWO TO RY. ALSO ATTEMPTING TO SUBDIVIDE Address:
 NOTE: 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. 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. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property. Applicant Signature Date



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

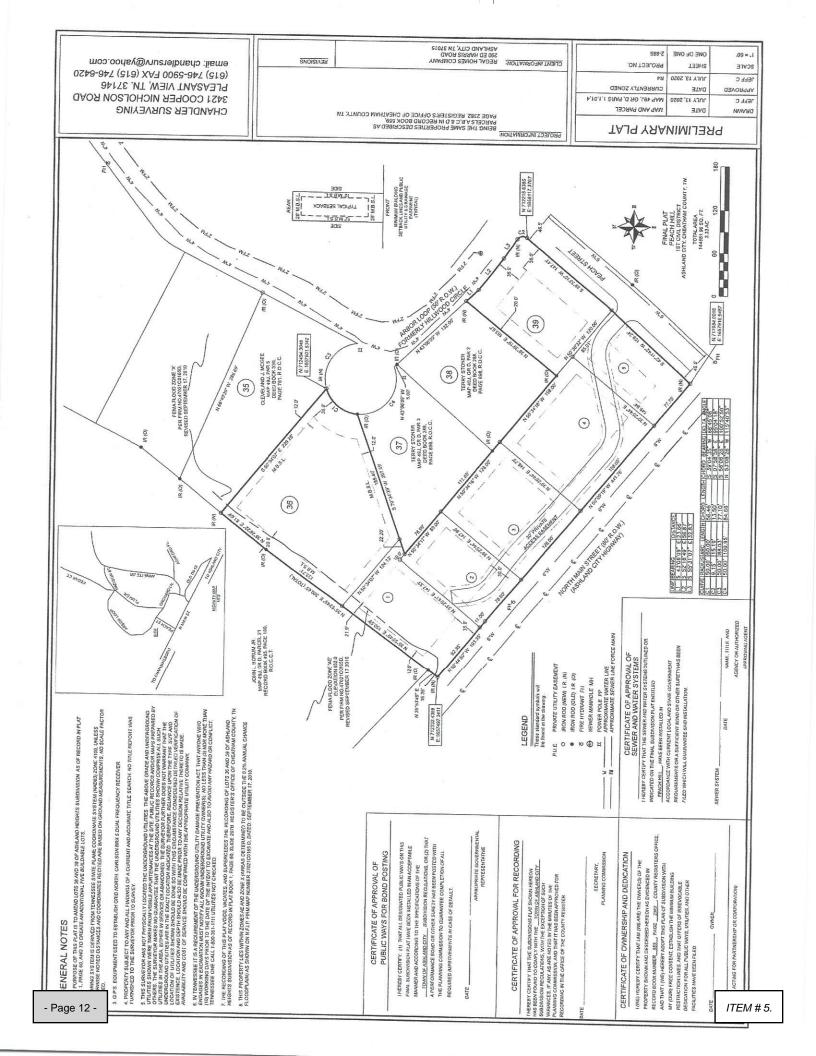
APPLICANT NAME: REGAL HOMES						
ADDRESS: 296 ED HARRIS RD						
ASHLAND CITY TN 37015						
TELEPHONE: 615. 403. 7002						
PROJECT NAME: PEACH HILL						
NUMBER OF LOTS: Lumently 3 - Subdividing into 7						
PLANNING COMMISSION FEES:						
Minor Subdivision (Four lots or less): \$150.00 Plat Amendment: \$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

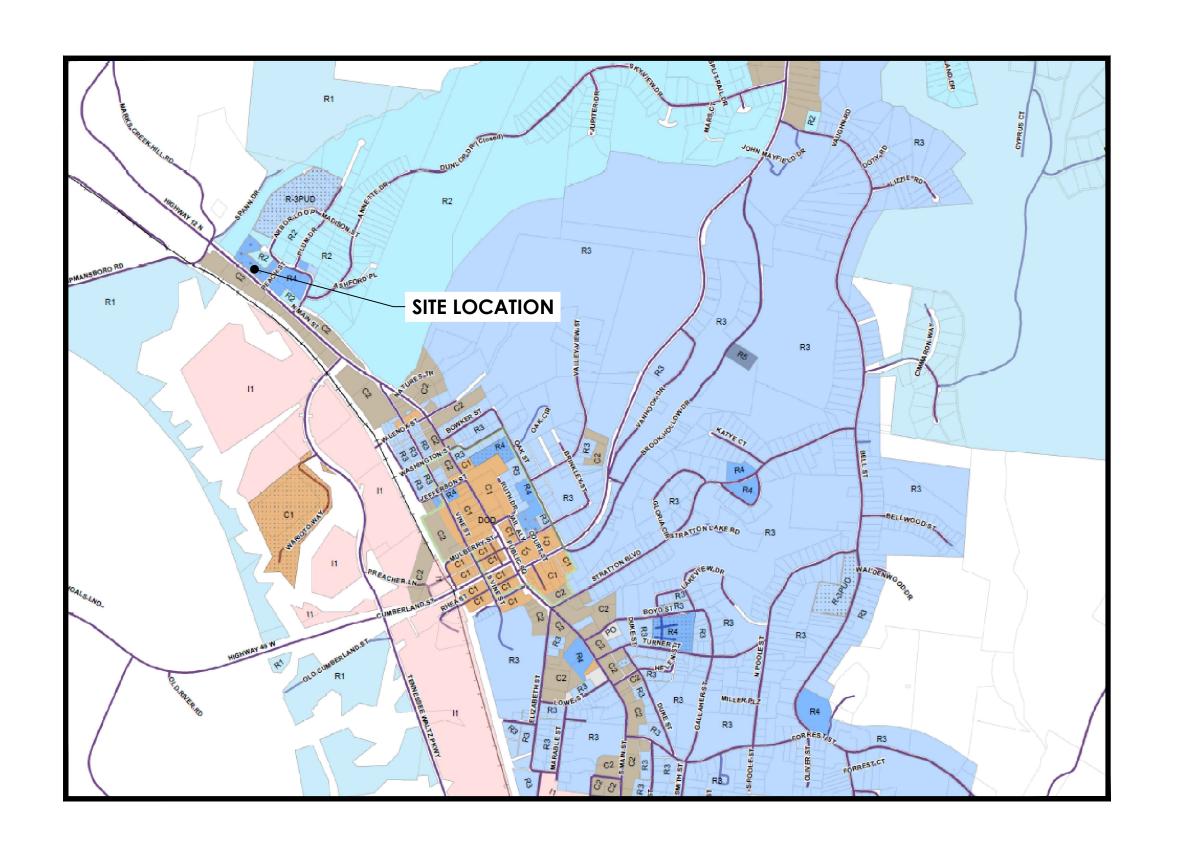
Date



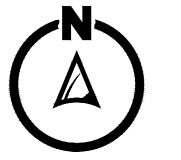
SITE IMPROVEMENTS FOR PEACH HILL SUBDIVISION

ASHLAND CITY CHEATHAM COUNTY, TENNESSEE

(049J D 00101 000 / CURRENTLY ZONED R-4)



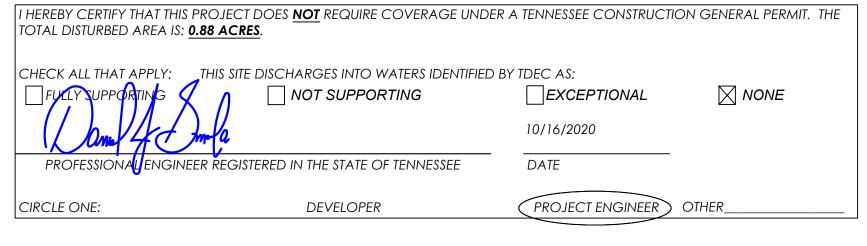
SITE LOCATION MAP (NOT TO SCALE)



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:

FEMA NOTE:







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 P
C-2.1	GRADING & DRAINAGE D

DETAILS EPSC INITIAL PLAN 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

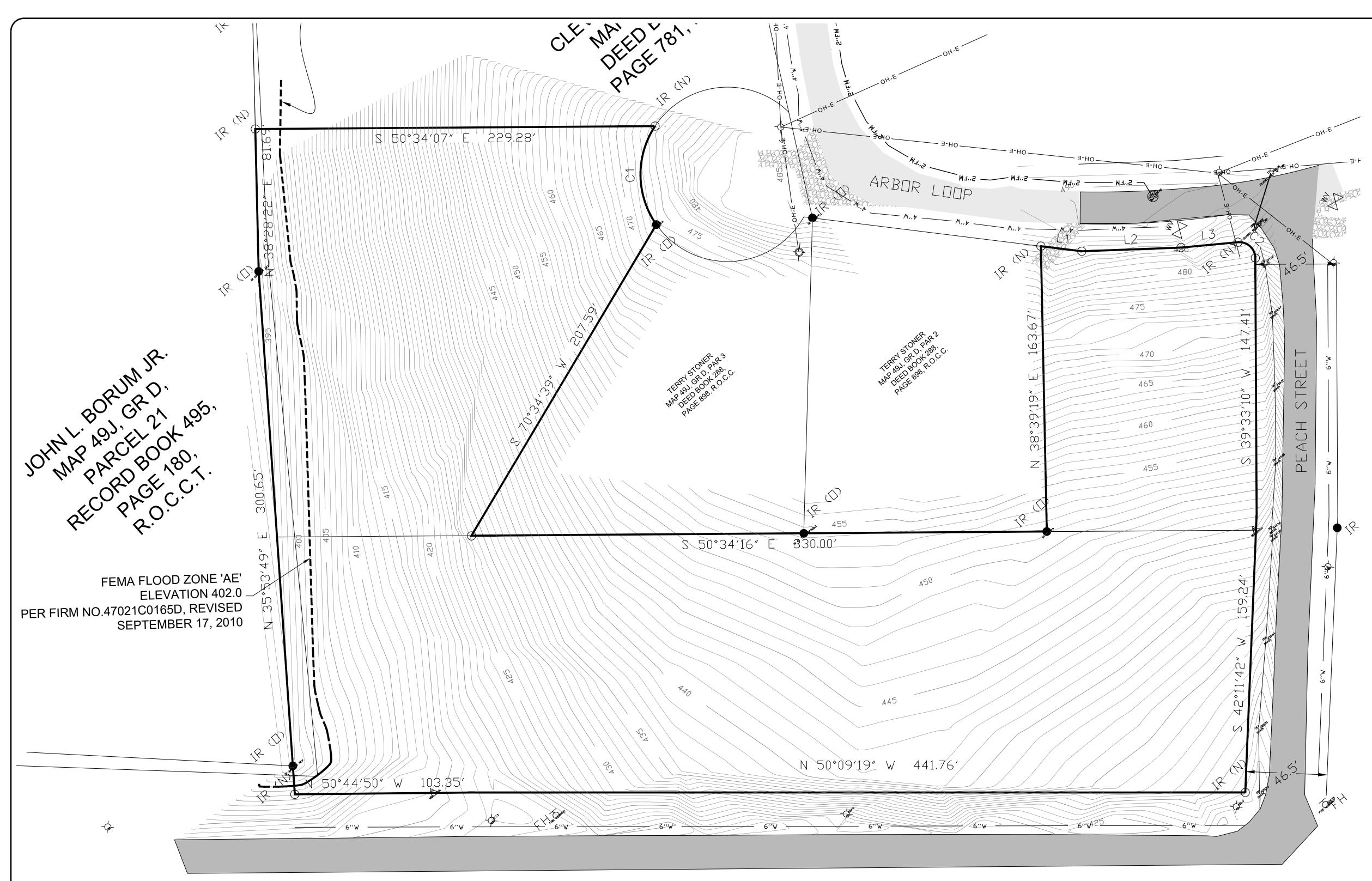
C-0.0

DESCRIPTION:

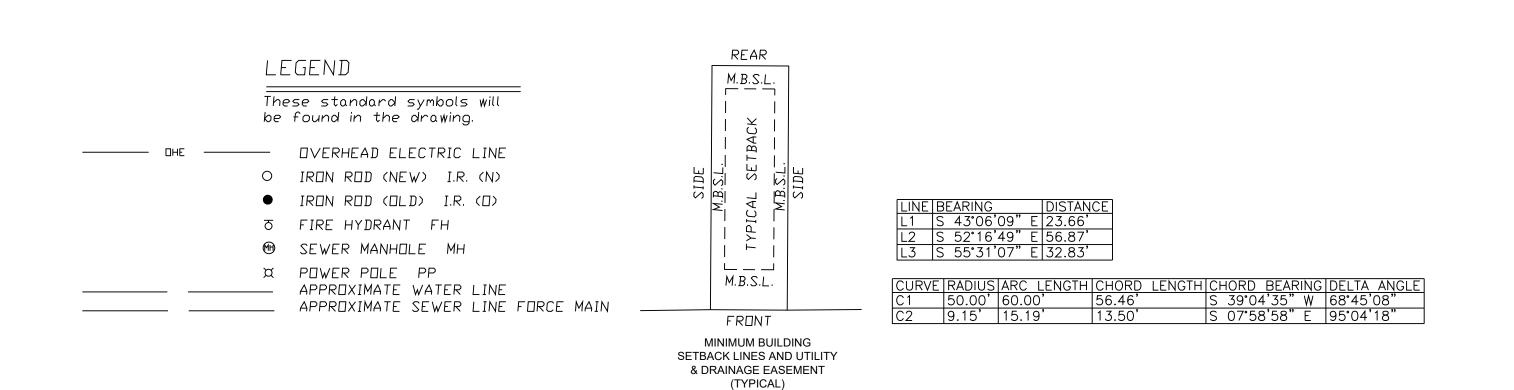
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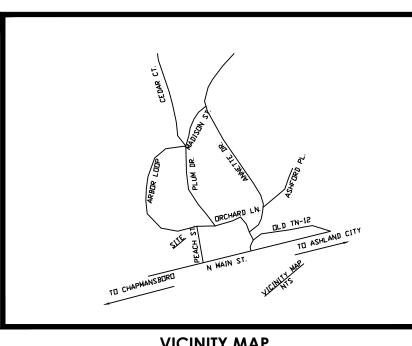


COVER SHEET



NORTH MAIN STREET (ASHLAND CITY HIGHWAY)



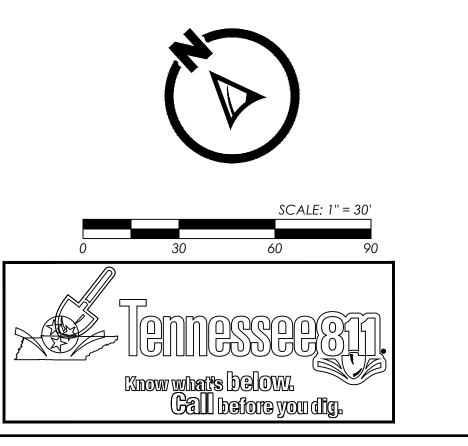


VICINITY MAP

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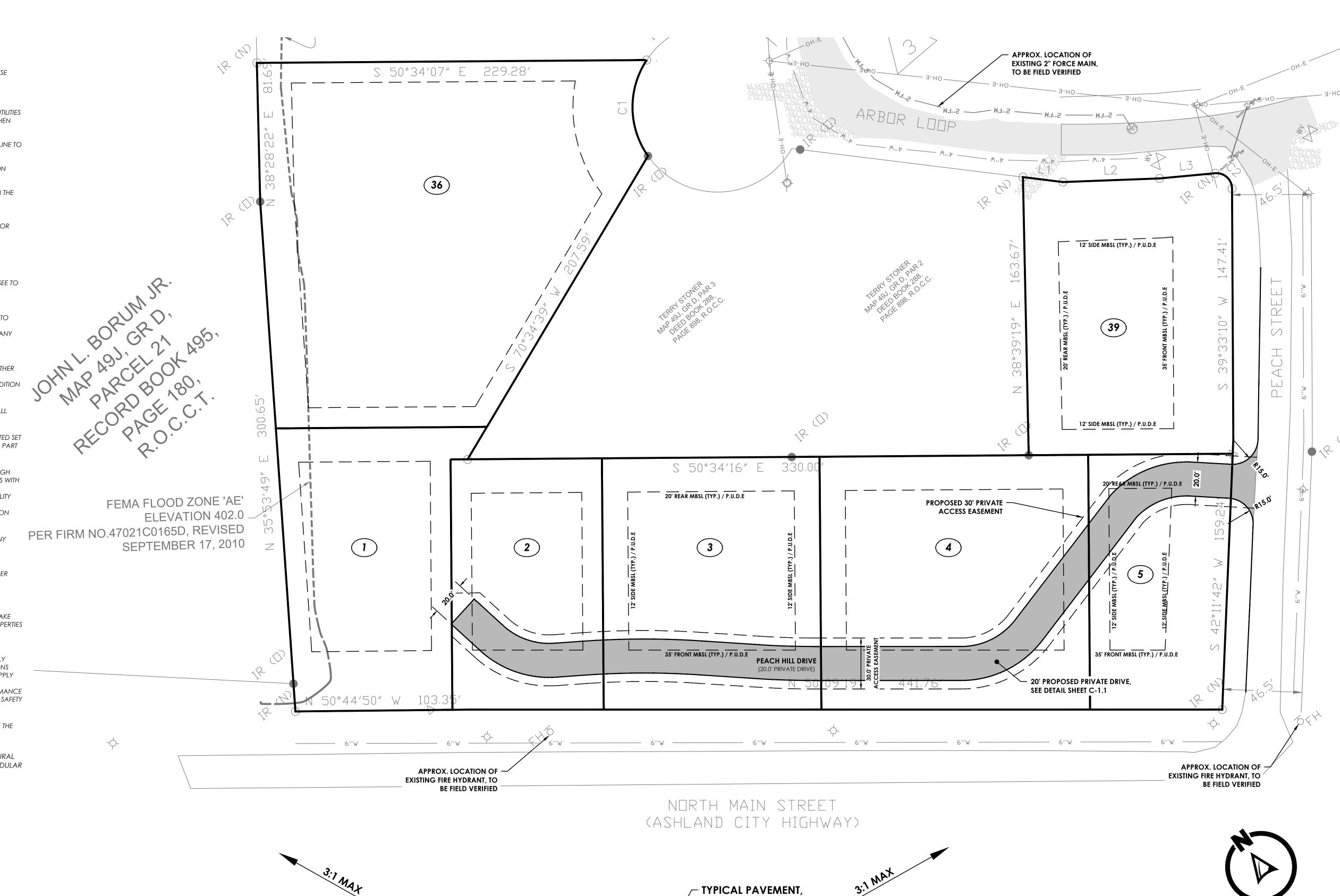
SUITE 204 E NASHVILLE, TN. 37221 (615) 730-3502 WWW.HARPETHCIVIL.COM

0540-20A

EXISTING CONDITIONS

C-0.1

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 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 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 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 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. REAR 20' M.B.S.L.



SEE DETAIL SHEET C-1.1

1.5% **SLOPE**

PEACH HILL DRIVE

TYPICAL SECTION

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0540-20A HCI PN

SITE PLAN

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MINIMUM BUILDING SETBACK LINES AND

PUBLIC UTILITY & DRAINAGE EASEMENT (TYP.)

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HCI PN

SITE PLAN DETAILS

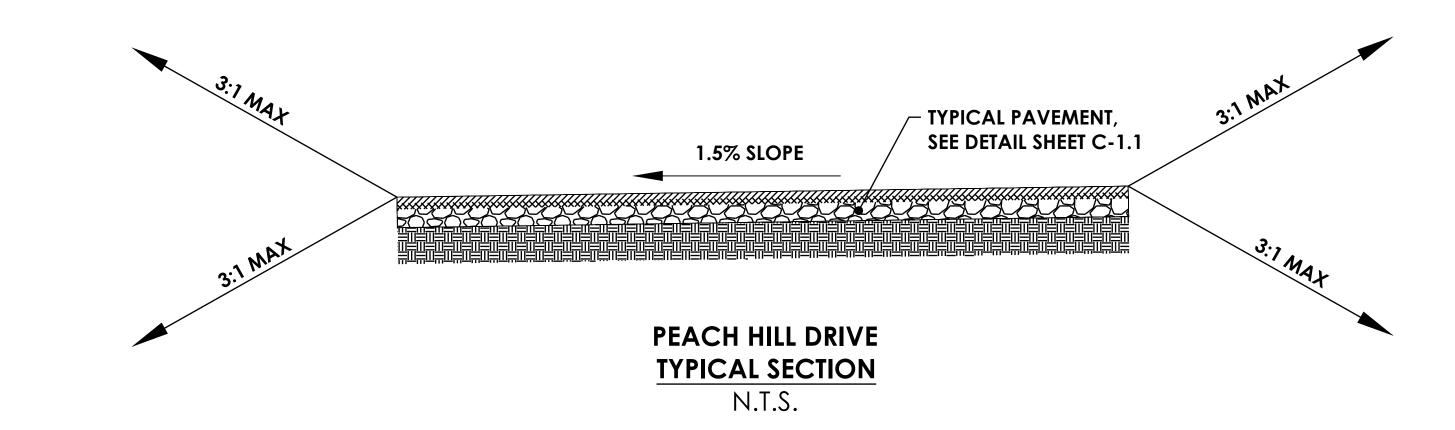
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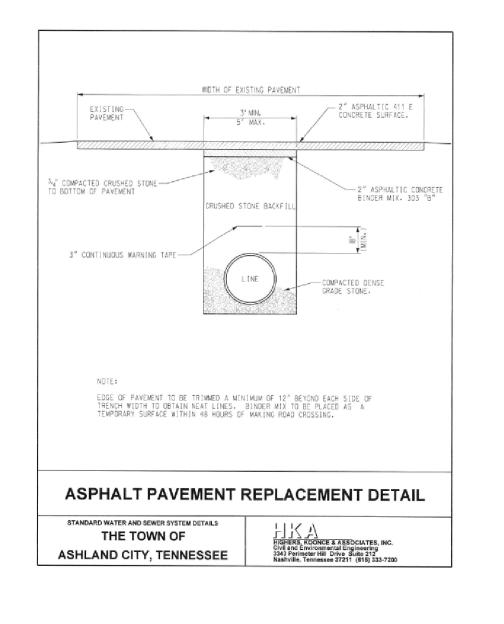
GENERAL SITE NOTES:

- 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
- 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
- 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
- 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.
- 13. 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
- 14. 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.
- 15. 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
- 16. 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.
- 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.
- 4. THE CONTRACTOR SHALL VERIFY THAT ALL CROSS SLOPES MEET THE TOWN OF ASHLAND CITY PUBLIC WORKS 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.



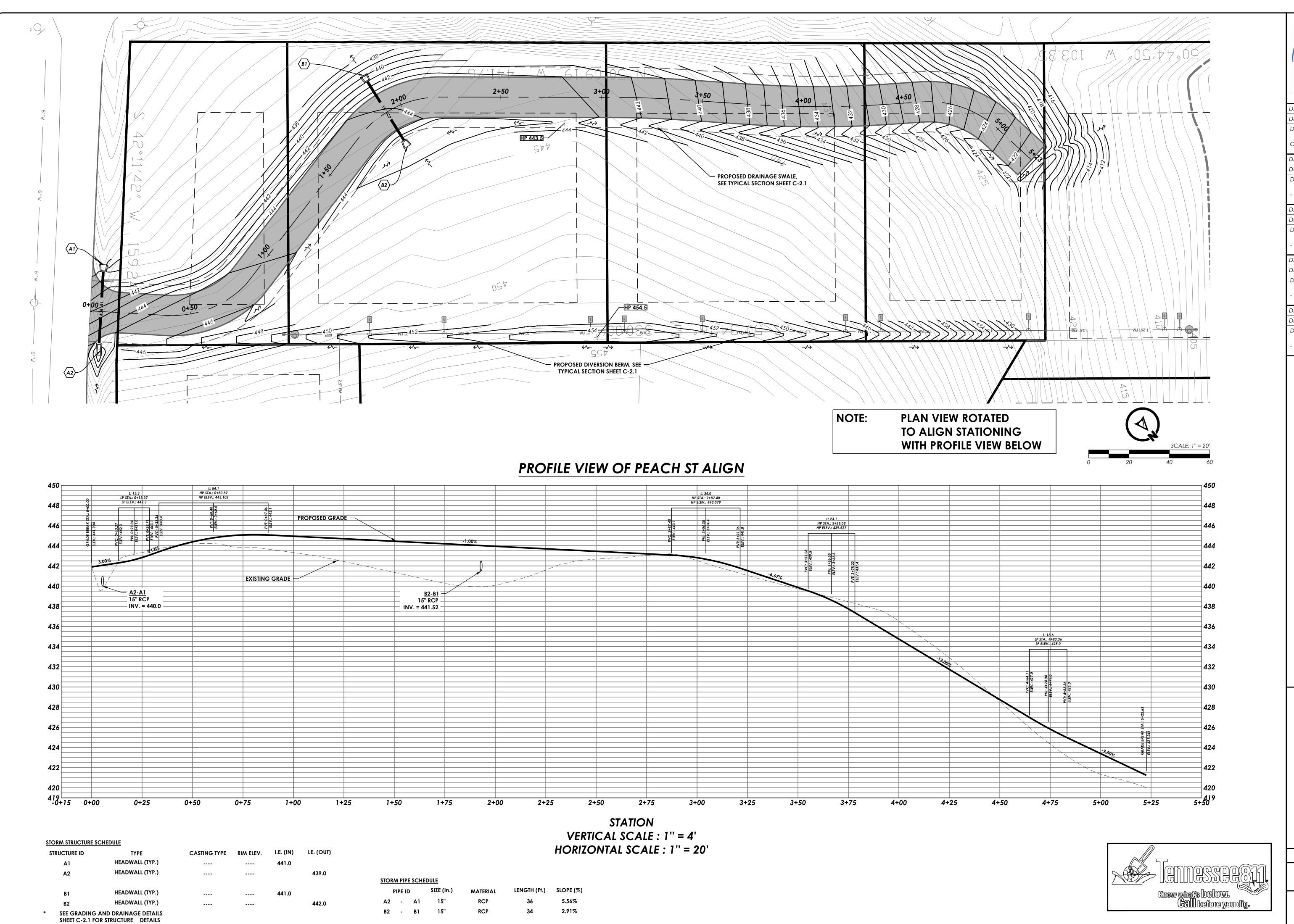


2 " ASPHALT SURFACE -/— ASPHALT TACK CDAT (0.02 GAL./SD. YD.) 2" ASPHALT BINDER-TYPICAL PAVEMENT DETAIL THE TOWN OF ASHLAND CITY, TENNESSEE

TOWN OF ASHLAND CITY - ASPHALT PAVEMENT REPLACEMENT DETAIL DETAIL

TOWN OF ASHLAND CITY - TYPICAL PAVEMENT DETAIL

- Page 16 -





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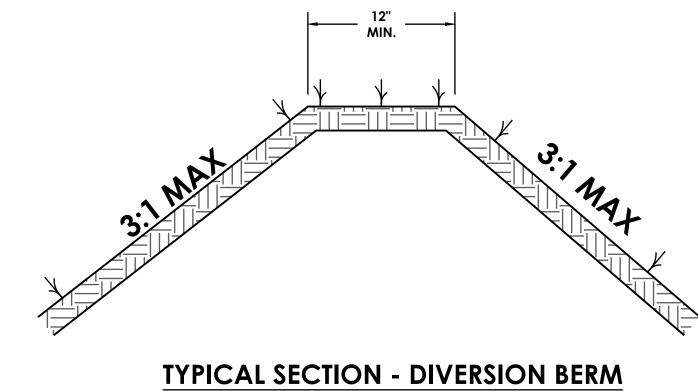
CIVIL ENGINEERS

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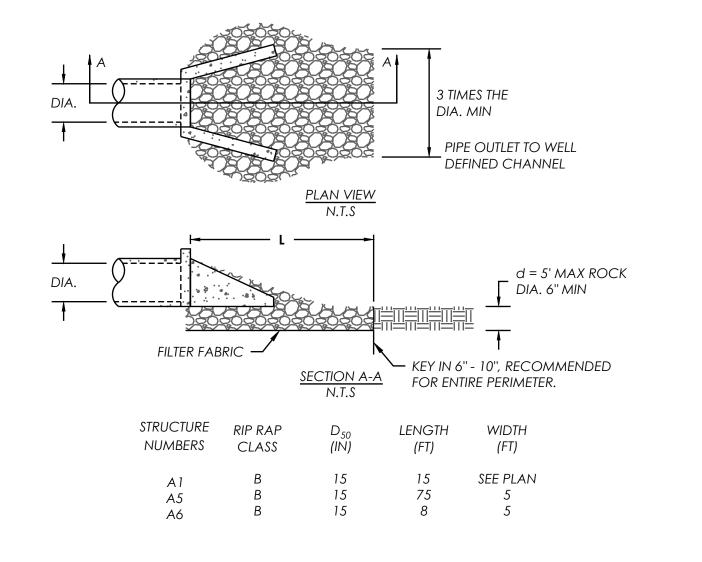
GRADING & DRAINAGE PLAN

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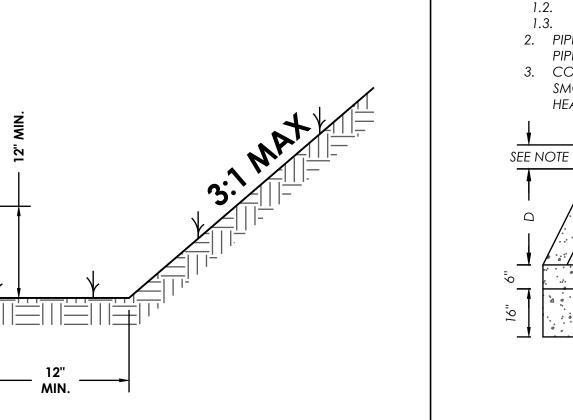
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TYPICAL SECTION - DIVERSION BERM

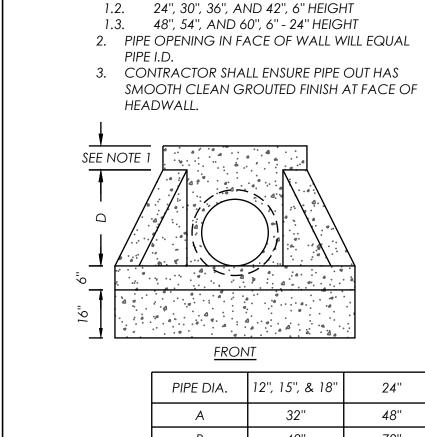


RIP RAP OUTLET PROTECTION (TCP-25)

TOE DETAIL



TYPICAL SECTION - SWALE (NOT TO SCALE)



1.1. 12, 15", AND 18", 0" HEIGHT

1. FOR PIPE DIA.:

FRON	<u>IT</u>		'	<u>TOP</u>
PIPE DIA.	12", 15", & 18"	24"	30", 36", & 42"	48", 54" & 60"
А	32"	48"	80"	97.25"
В	48"	72"	102"	120''
С	30"	44"	54"	56"
D	26"	36"	54"	60"
E	24"	36"	64"	83"
F	6"	8"	8"	8"
MAX. OPENING	26"	32"	55"	<i>7</i> 8"
WT. / LB.	1.38	3.10	8.10	11.40

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.

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 13. ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE MORE STRICT LOCAL AGENCY OR TDOT STANDARD AND

OF EXCESSIVE SLOPE, PROTECTED TREES OR THEIR RESPECTIVE CANOPY DRIP LINES, ETC...).

GENERAL GRADING NOTES:

ARE BEING INSTALLED.

CONSTRUCTION (LATEST EDITION).

7. ALL MATERIALS SHALL CONFORM TO TDOT STANDARDS.

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.

1. ALL UNSUITABLE SUBSURFACE MATERIAL IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS OR THE

INDICATED ON THESE PLANS AND SPECIFICATIONS OR THE RECOMMENDATIONS OF THE CONTRACTORS GEOTECHNICAL ENGINEER.

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

2. THE CONTRACTOR SHALL NOT STOCK PILE DEBRIS AND/OR SOIL NEAR ENVIRONMENTALLY SENSITIVE AREAS (I.E. STREAM BUFFERS, WETLANDS, AREAS

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

4. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE CONTRACTORS

RECOMMENDATIONS OR TDOT (TENNESSEE DEPARTMENT OF TRANSPORTATION) STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE

UNSUITABLE SOIL SHALL NOT BE USED ON-SITE WITHOUT A WRITTEN RECOMMENDATION BY THE CONTRACTORS TENNESSEE REGISTERED

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

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.

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

5. THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF RECORD IMMEDIATELY IF UNSUITABLE SOIL IS ENCOUNTERED DURING EXCAVATION.

ACCORDANCE WITH TDEC (TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION) VOLUME 4 HANDBOOK. DISTURBED AREAS SHALL BE

TYPICAL SECTION - SWALE

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GRADING & DRAINAGE DETAILS

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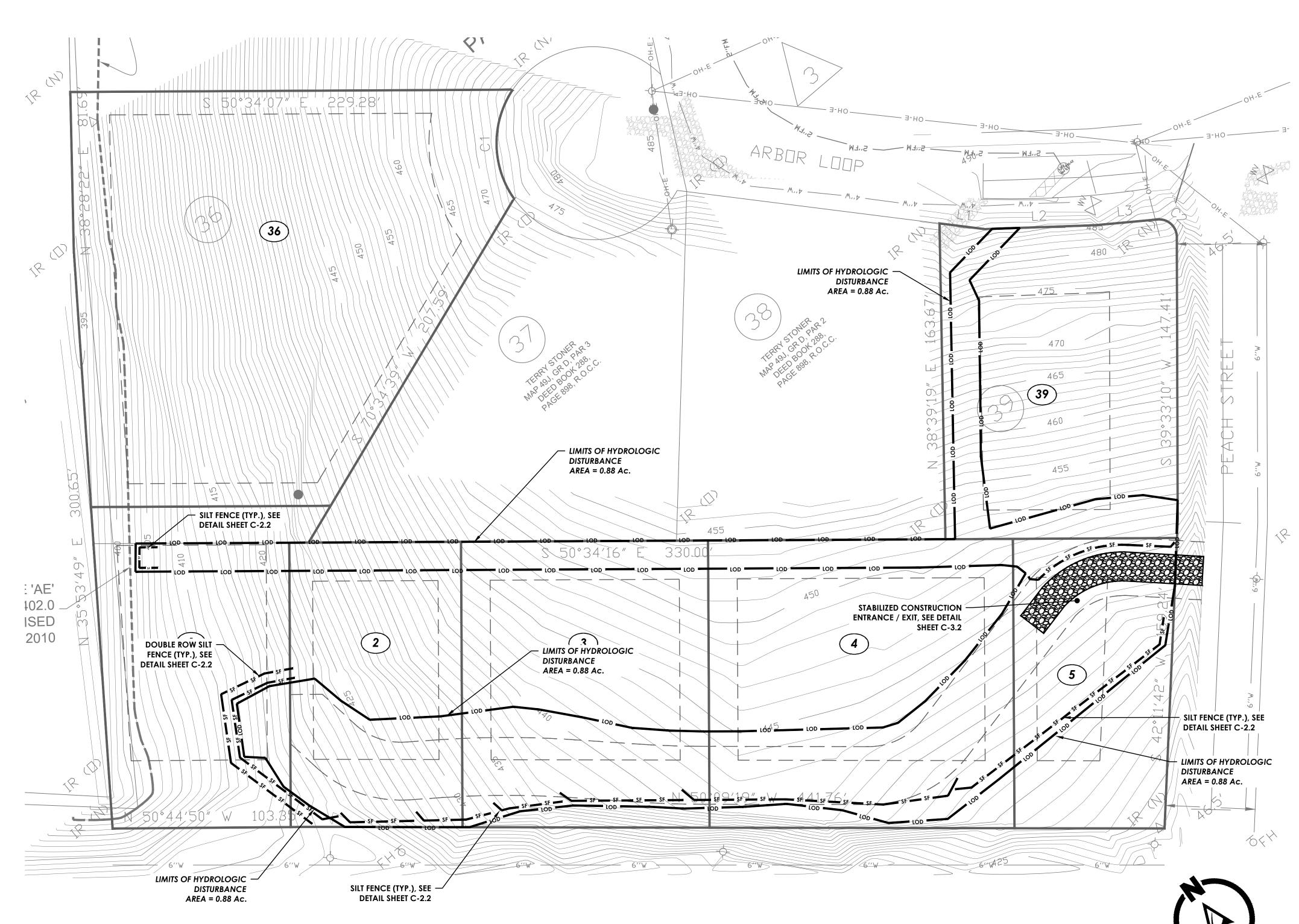


- Page 18 -

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.
- 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.



NORTH MAIN STREET

(ASHLAND CITY HIGHWAY)

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 IDENTIFIED BY TDEC AS:

NOT SUPPORTING

EXCEPTIONAL

NONE

10/16/2020

PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TENNESSEE

DATE

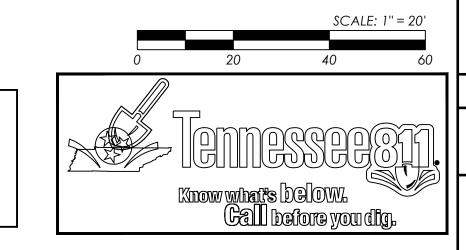
CIRCLE ONE:

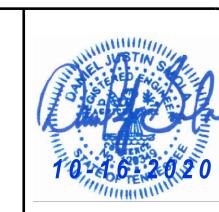
DEVELOPER

PROJECT ENGINEER

OTHER

NOTE:
EPSC MEASURES HAVE BEEN
SIZED FOR THE 2-YEAR
24-HOUR STORM EVENT.





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PEACH HILL SUBDIVISION
PEACH STREET
ASHLAND CITY, TN, 37015



CIVIL ENGINEER

179 BELLE FOREST CIR.

SUITE 204 E

NASHVILLE, TN. 37221

(615) 730-3502

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HCI PN 0540-20A

EPSC INITIAL PLAN

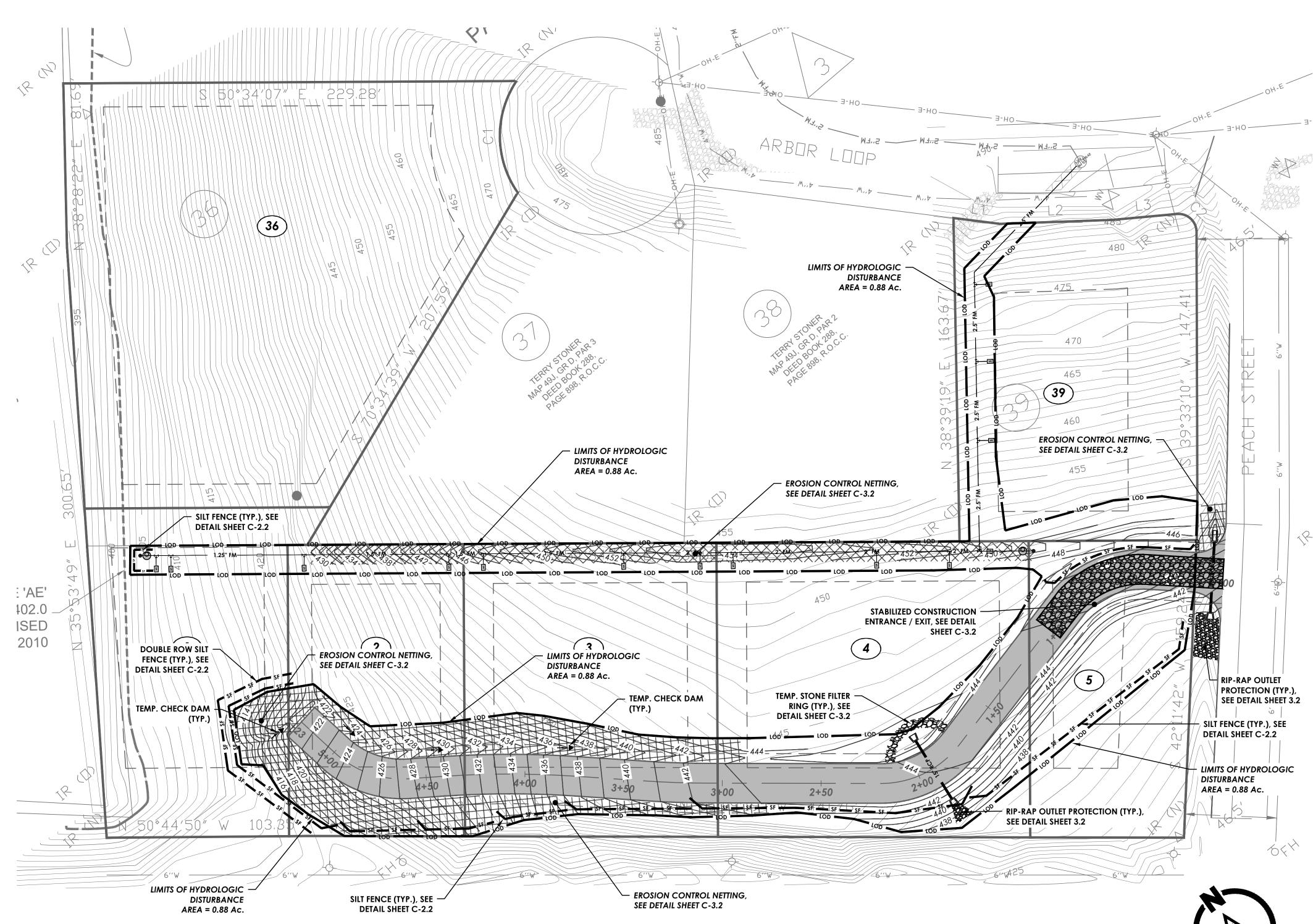
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- Page 19 -

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
- 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
- 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 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

TOTAL HYDROLOGICALLY DISTURBED AREA = 0.88 Ac.



NORTH MAIN STREET

(ASHLAND CITY HIGHWAY)

NOTE:

EPSC MEASURES HAVE BEEN

SIZED FOR THE 2-YEAR

24-HOUR STORM EVENT.

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. THIS SITE DISCHARGES INTO WATERS IDENTIFIED BY TDEC AS: NOT SUPPORTING EXCEPTIONAL \bowtie NONE 10/16/2020 PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TENNESSEE PROJECT ENGINEER) OTHER_ CIRCLE ONE: DEVELOPER

Know what's Delow. Call before you dig

CHK: DS DRW: AH DESCRIPTION:

CONST. DOCS ISSUED TO CLIENT CHK: DESCRIPTION:

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HARPETH CIVI CIVIL ENGINEERS 179 BELLE FOREST CIR.

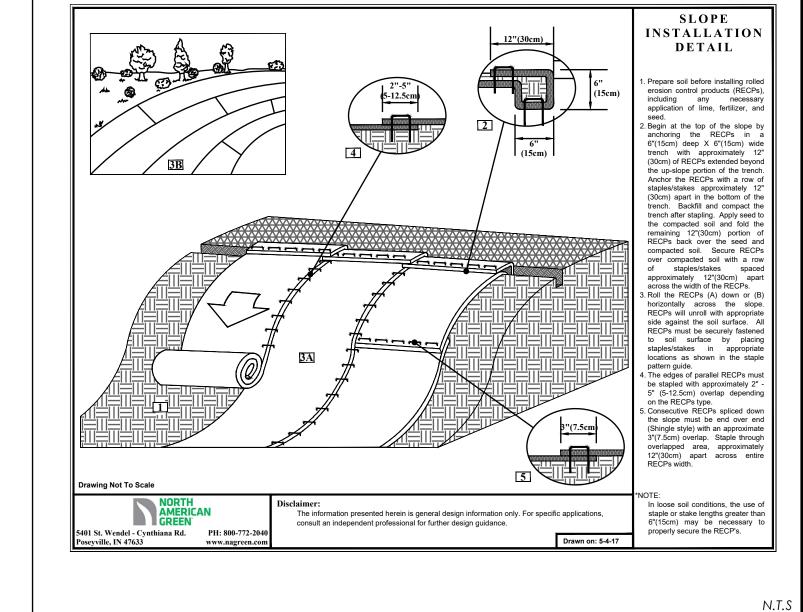
SUITE 204 E NASHVILLE, TN. 37221 (615) 730-3502 0540-20A

EPSC INTERMEDIATE & FINAL PLAN

C-3.1

EROSION PREVENTION AND SEDIMENT CONTROL NOTES:

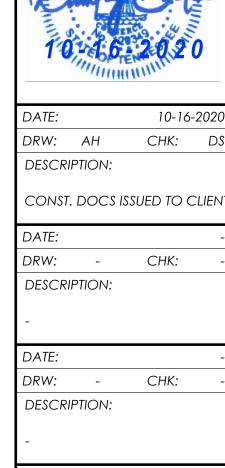
- 1. EROSION PREVENTION AND SEDIMENT CONTROL MEASURES TO BE SELECTED, INSTALLED, AND MAINTAINED IN ACCORDANCE WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) EROSION AND SEDIMENT CONTROL HANDBOOK, LATEST EDITION.
- 2. SITE EROSION CONTROLS SHALL BE CHECKED DAILY AND WITHIN 24 HOURS 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.

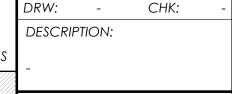


EROSION CONTROL NETTING (TCP-12)

ACTIVITY: Silt Fence

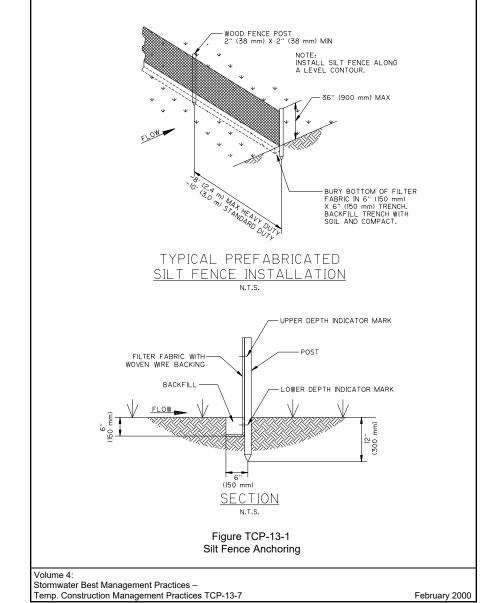
TCP - 13

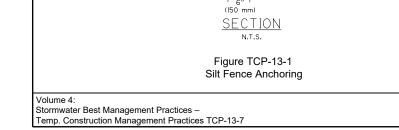




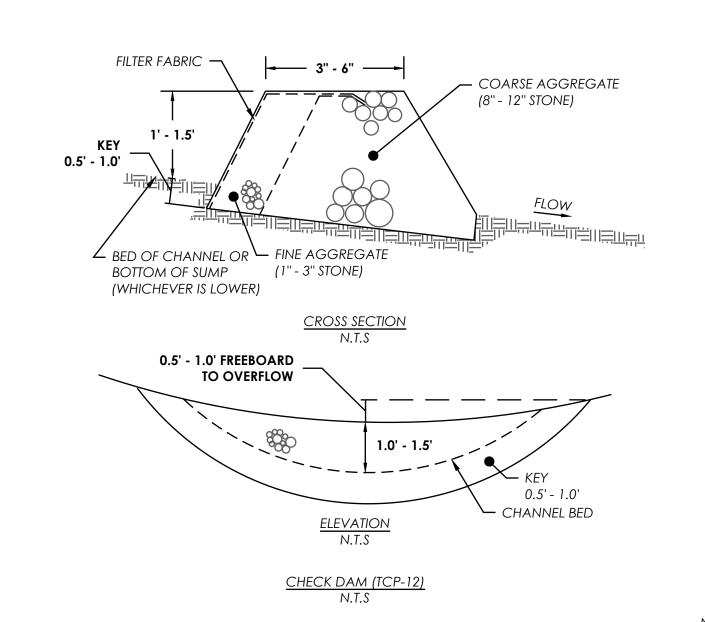
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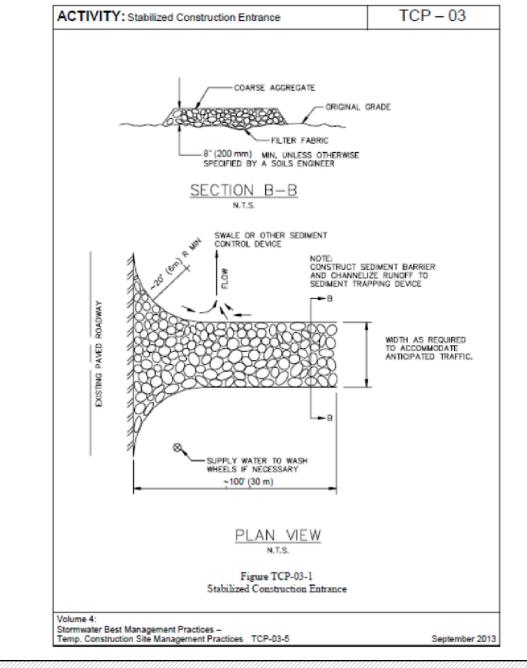






FILTER FABRIC .

STRUCTURE NUMBERS





0

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

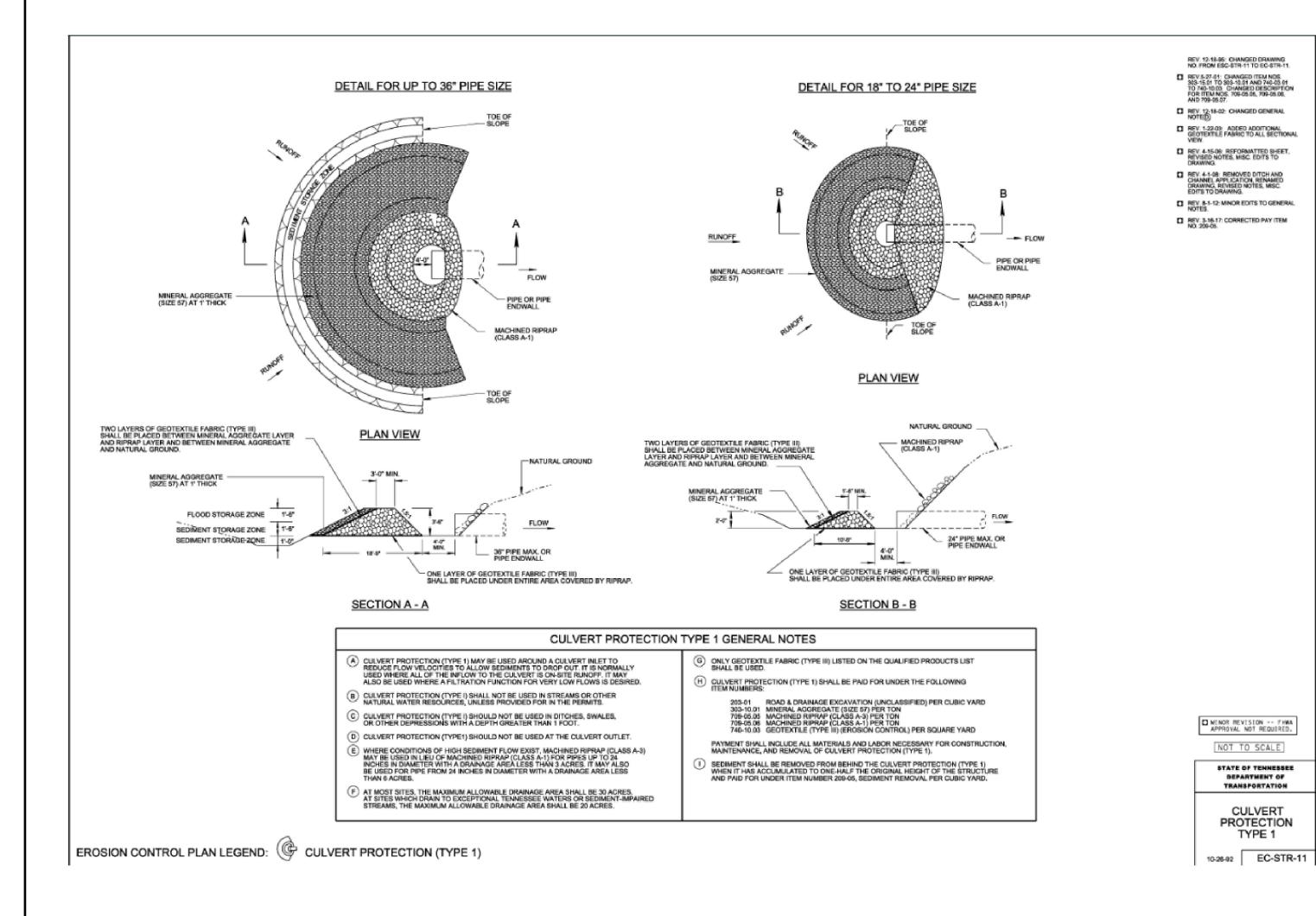
EPSC DETAILS

HCI PN

N.T.S

C-3.2

STABILIZED CONSTRUCTION ENTRANCE (TCP-03)



TIMES THE DIA. MIN

PIPE OUTLET TO WELL DEFINED CHANNEL

KEY IN 6" - 10", RECOMMENDED

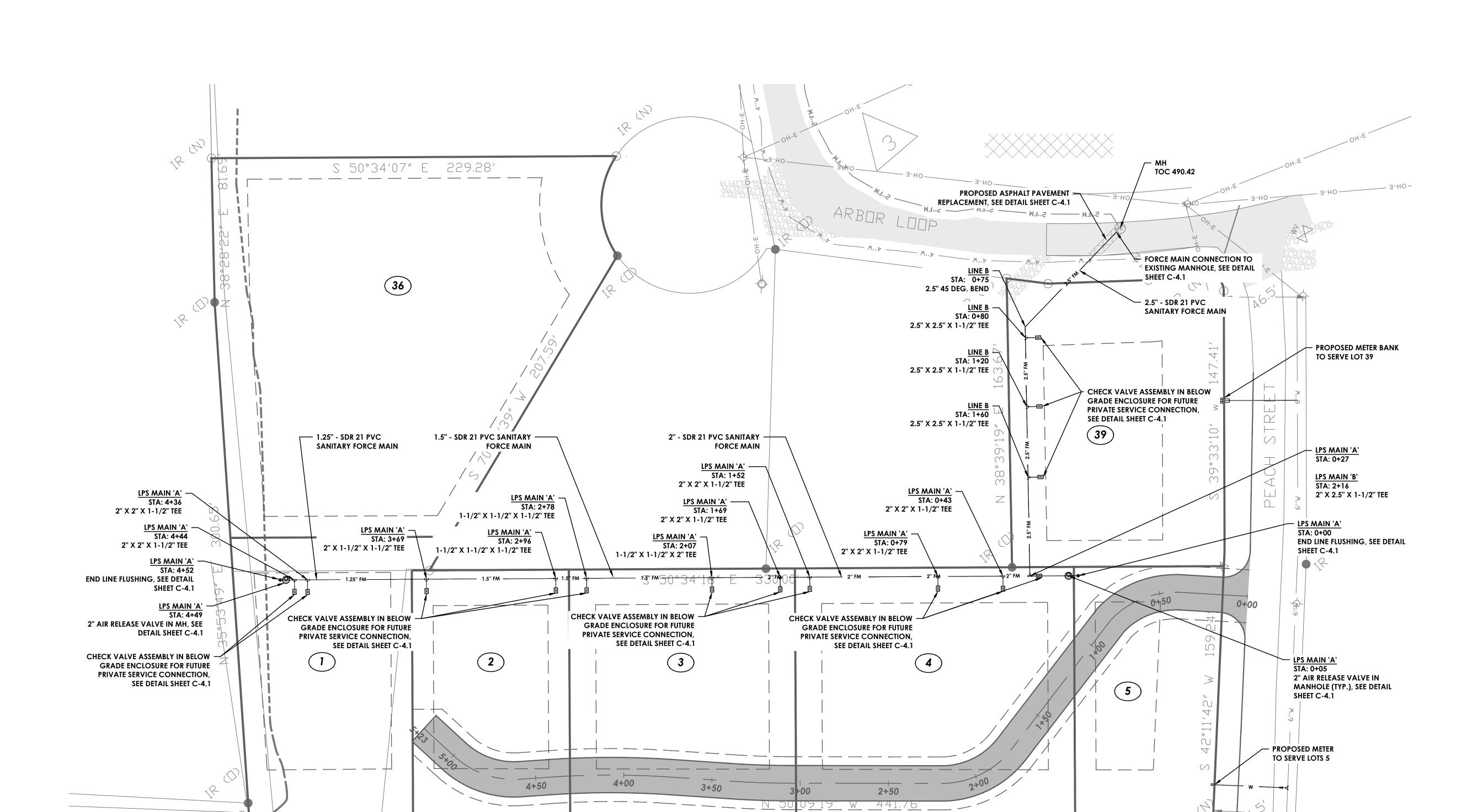
(FT)

12

FOR ENTIRE PERIMETER.

12

d = 5' MAX ROCK DIA. 6" MIN



NORTH MAIN STREET (ASHLAND CITY HIGHWAY) PROPOSED METER BANK -TO SERVE LOTS 3-4

<u>LEGEND</u>	
100	EXISTING CONTOUR
—1.25" FM—	PROPOSED 1.25" SDR-21 PVC LPS FORCE MAIN
— 1.5" FM ——	PROPOSED 1.5" SDR-21 PVC LPS FORCE MAIN
— 2" FM ——	PROPOSED 2" SDR-21 PVC LPS FORCE MAIN
— 2.5" FM——	PROPOSED 2.5" SDR-21 PVC LPS FORCE MAIN
S	PROPOSED CHECK VALVE ASSEMBLE IN SUBGRADE ENCLOSURE
	PROPOSED ASPHALT PAVEMENT REPLACEMENT
#	PROPOSED LOT NUMBER
©	PROPOSED 2" AIR RELEASE VALVE ASSEMBLY IN MANHOLE
0	PROPOSED 2" END LINE FLUSHING



10-16-2020

CHK: DS

CHK:

CHK:

CHK:

CHK:

DRW: AH

DESCRIPTION:

DESCRIPTION:

DESCRIPTION:

DESCRIPTION:

DESCRIPTION:

CONST. DOCS ISSUED TO CLIENT



179 BELLE FOREST CIR. SUITE 204 E NASHVILLE, TN. 37221

(615) 730-3502 www.harpethcivil.com

HCI PN

UTILITY PLAN

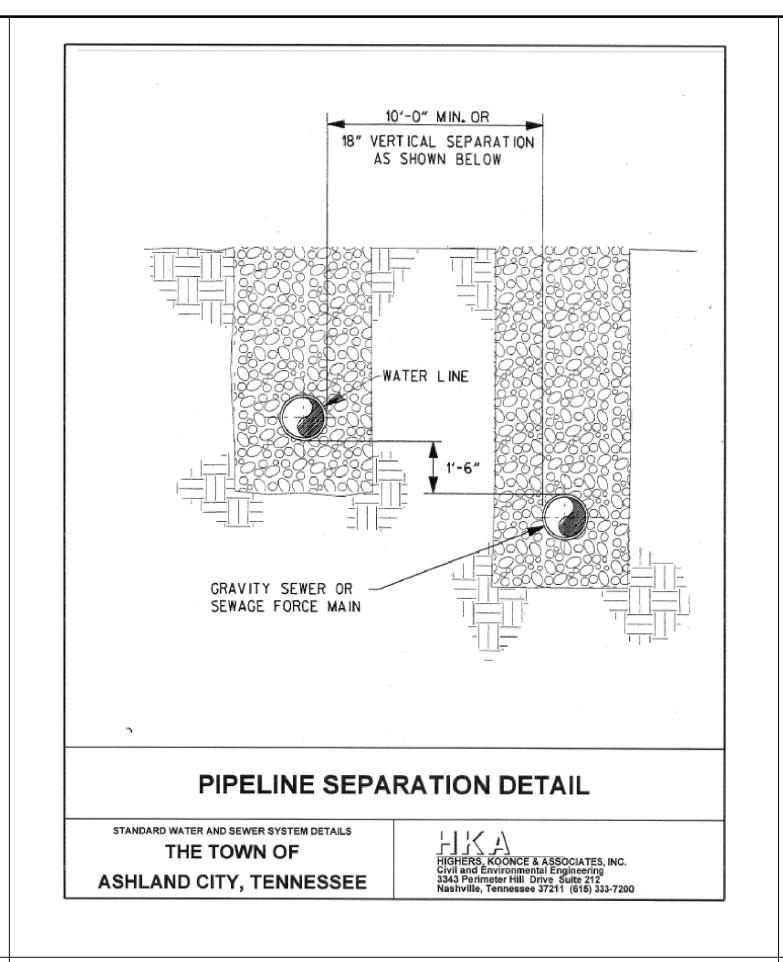
C-4.0

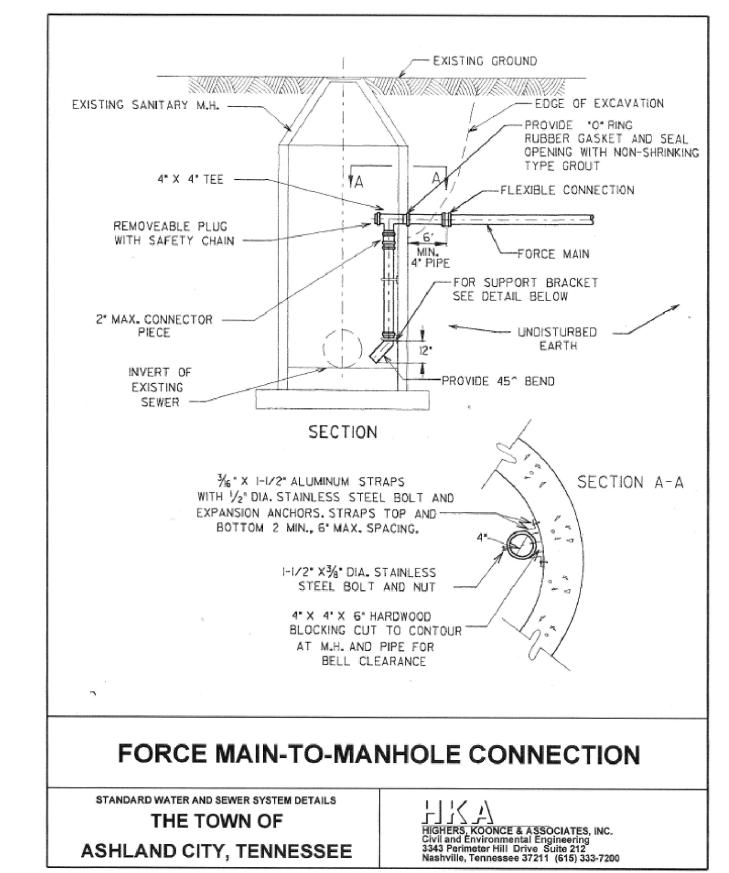
Know what's below. Call before you dig.

- Page 22 -

PROPOSED METER BANK TO SERVE LOTS 1-2

TYPICAL FLUSHING CONNECTION ON LPSS MAIN environment one LM000113 REV. /







10-16-2020 DRW: AH CHK: DS DESCRIPTION: CONST. DOCS ISSUED TO CLIEN CHK:

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DESCRIPTION:

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DESCRIPTION:

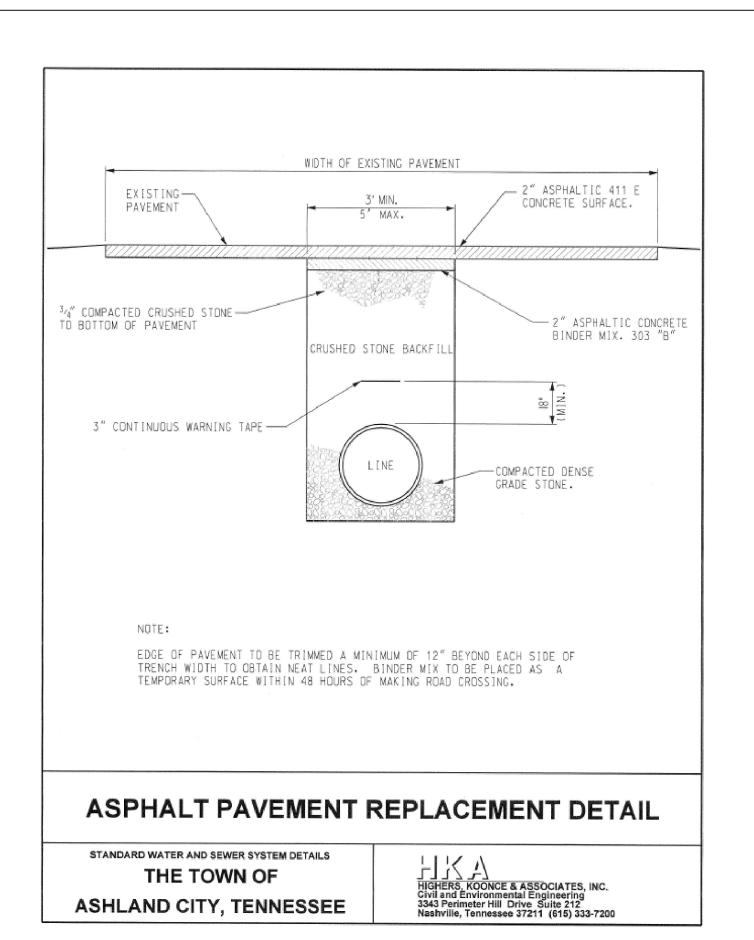
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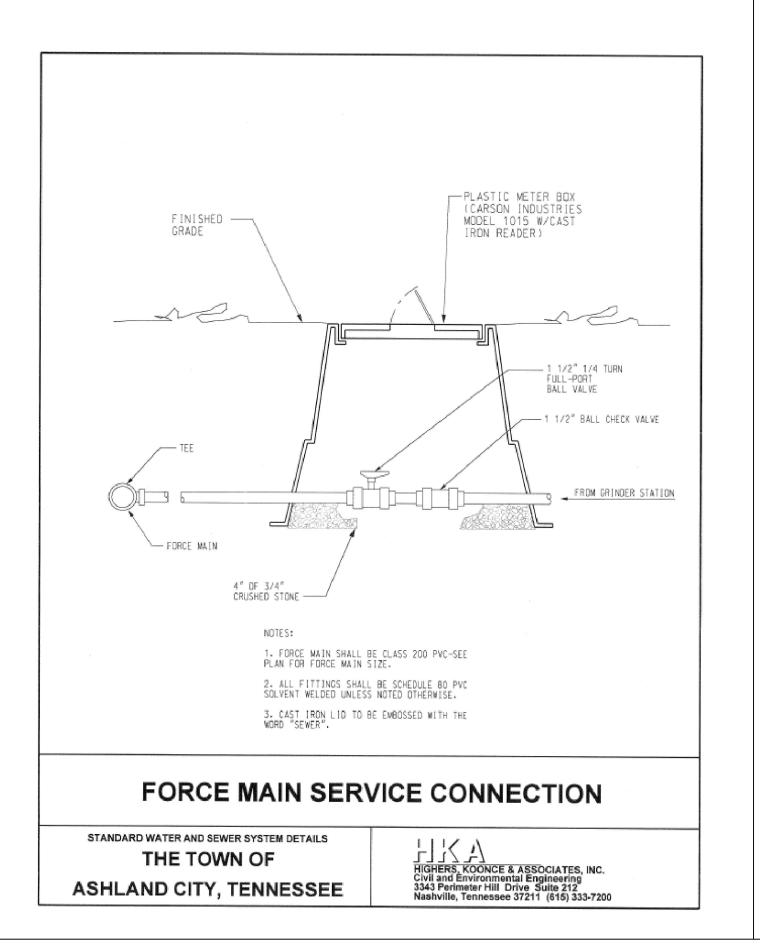
ASHLAND CITY UTILITY NOTES:

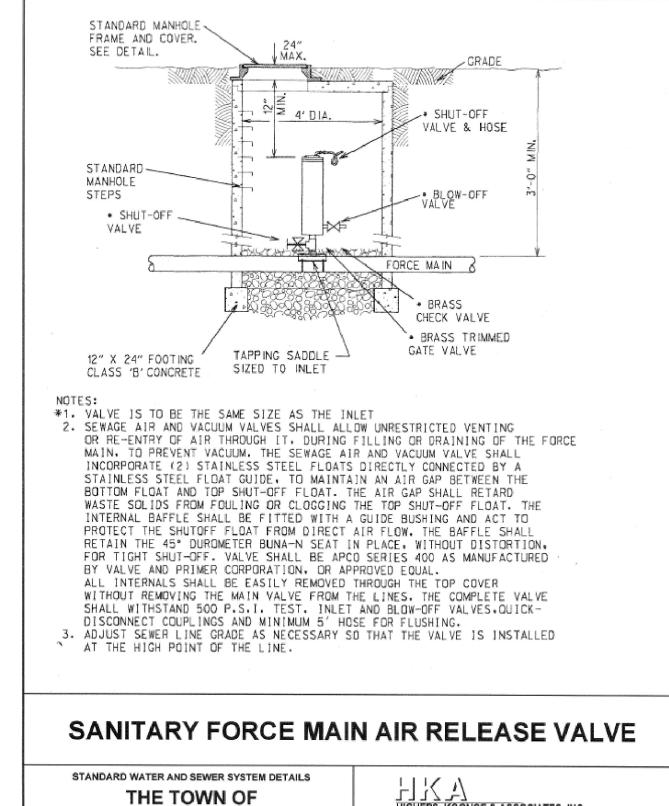
- 1. ALL APPLICABLE FEDERAL AND STATE LAWS, MUNICIPAL ORDINANCES, AND THE RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER CONSTRUCTION OF THE PROJECT SHALL APPLY TO THE CONSTRUCTION THROUGHOUT.
- 2. SIZES AND LOCATIONS OF ALL WATER AND SEWER LINES AND APPURTENANCES, AND ALL CONSTRUCTION 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 SHALL 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 ON 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 UTILITIES 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 TO 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 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.
- 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.
- 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 OF 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
- 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".







HIGHERS, KOONCE & ASSOCIATES, INC. Civil and Environmental Engineering 3343 Perimeter Hill Drive Suite 212 Nashville, Tennessee 37211 (615) 333-7200 ASHLAND CITY, TENNESSEE

Prepared B Aston Hute		PRELIMINARY PRESSURE SEWER - PIPE SIZING AND BRANCH ANALYSIS Peach Hill Subdivision October 7, 2020															
Zone	Connects	Number	Accum	Gals/day	Max Flow	Max	Max Flow	Pipe Size	Max	Length of Main	Friction Loss	Friction	Accum Frio	Max Main	Minimum Pump	Static Head	Total
Number	to Zone	of Pumps	Pumps	per Pump	Per Pump	Sim Ops	(GPM)	(inches)	Velocity	this Zone	Factor	Loss This	Loss (feet)	Elevation	Elevation		Dynamic
		in Zone	in Zone		(gpm)				(FPS)		(ft/100 ft)	Zone					Head (ft)
This spread	lsheet was	calculated	using pip	pe diameters	for: SDR2	21PVC			•	Fric	tion loss calc	ulations we	re based on a	Constant for ins	side roughness"C	" of: 1:	50
1.00	2.00	3	3	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
2.00	3.00	6	9	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
3.00	4.00	11	20	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
4.00	4.00	14	34	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
							•	•	•	•		•	· · · · · · · · · · · · · · · · · · ·		•		

repared I Iston Hut		PRELIMINARY PRESSURE SEWER - ACCUMULATED RETENTION TIME (HR) Peach Hill Subdivision October 7, 2020								
Zone Number		Accumulated Total of Pumps this Zone	Pipe Size (inches)	pe Size (inches) Gallons per 100 Length of Zone Capacity of Zone Average Daily Flow Changes per D						Accumulated Retention Time (Hr)
This sprea	dsheet was ca	alculated using pi	pe diameters for: SE	R21PVC				Gals per Day p	er Dwelling	350
1.00	2.00	3	1.25	9.15	83.00	7.60	1,050	138.19	0.17	0.58
2.00	3.00	9	1.50	12.07	162.00	19.55	3,150	161.09	0.15	0.40
3.00	4.00	20	2.00	18.84	208.00	39.19	7,000	178.61	0.13	0.25
4.00	4.00	34	2.50	27.60	216.00	59.62	11,900	199.60	0.12	0.12

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CIVIL ENGINEERS 179 BELLE FOREST CIR. SUITE 204 E

(615) 730-3502 WWW.HARPETHCIVIL.COM

NASHVILLE, TN. 37221

UTILITY PLAN DETAILS

C-4.1

- Page 23 -

ITEM # 5.

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:

12-101. 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	<u></u>
Public hearing	_
2nd reading	
Mayor Steve Allen	City Recorder Kellie Reed CMFO, CMC



CONTRACT AMENDMENT COVER SHEET

Agency T	racking #	Edison ID	Contract #	!	Amendment #				
. J, .	AshlandSC-G			2021-C21	C01				
Contracto	or Legal Entity Name				Edison Vendor ID				
Town	of Ashland City								
Amendm	Amendment Purpose & Effect(s)								
Additiona	Additional CARES Act funding								
Amendm	ent Changes Contract	t End Date: YES	NO	End Date:					
TOTAL C N/A): \$30		EASE or DECREASE <u>per t</u>	his Amendm	ent (zero if					
Funding -	_								
FY	State/Federal	Interdepartmental	Other	TOTA	L Contract Amount				
2021	\$48,250				\$48,250				
2022	\$4,800				\$4,800				
TOTAL:	\$53,050				\$53,050				
				•					
appropria	tion from which obligat o be paid that is not all	There is a balance in the ions hereunder are ready encumbered to pay		CPC) USE				
Speed Ch	nart (optional)	Account Code (optional)							

AMENDMENT C01 BETWEEN THE GREATER NASHVILLE REGIONAL COUNCIL AND TOWN OF ASHLAND CITY OF GRANT CONTRACT 2021-C21

This Amendment is made and entered by and between the Greater Nashville Regional Council hereinafter referred to as the "GNRC" and Town of Ashland City, hereinafter referred to as the "Grantee," where the parties entered into a grant contract effective August 1, 2020 for the provision of multipurpose senior center activities utilizing CARES Act funding; and

Section D.2 of the August 1, 2020 contract allows written amendments to the Contract.

The Contract dated August 1, 2020, between GNRC and the Grantee is amended as follows:

- 1. Section C.1., page 1, is amended by deleting the original C.1. and substituting with it the new C.1.
 - C.1. Maximum Liability. In no event, after the date of January 1, 2021, shall the maximum liability of the GNRC under this Contract exceed Forty-Four Thousand Five Hundred Fifty Dollars (\$44,550) ("Maximum Liability"). However, an additional use of CARES funds totaling Eight Thousand Five Hundred Dollars (\$8,500) is available until January 1st, 2021 and is permitted to be utilized pursuant to the terms of this contract. The Grant Budgets, attached and incorporated hereto as Attachment 2, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget lineitems include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

<u>Amendment Effective Date</u>. The revisions set forth herein shall be effective November 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

,		
TOWN OF ASHLAND CITY:		
STEVE ALLEN, MAYOR	DATE	
GREATER NASHVILLE REGIONAL COUNCIL:		
MICHAEL SKIPPER EXECUTIVE DIRECTOR	DATE	

IN WITNESS WHEREOF.

GRANT CONTRACT

BETWEEN

GREATER NASHVILLE REGIONAL COUNCIL AND TOWN OF ASHLAND CITY

CONTRACT BUDGET

August 1, 2020 THROUGH September 30, 2021

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Tota	l Grant
100/ 5	Older Americans Act Funds					
10% of	Title III-B: Support Services	93.044	\$ 22,500	\$	\$	22,500
10% of	Title III-B: Ombudsman	93.044	\$	\$	\$	
10% of	Title III-B: Transportation	93.044	\$	\$	\$	
10% of	Title III-C1: Congregate Meals	93.045	\$	\$	\$	
10% of	Title III-C2: Home Delivered	93.045	\$	\$	\$	
10% of	Title III-D: Evidence Based	93.043	\$	\$	\$	
10% of	Title III-E: FCSP – Caregiver	93.052	\$ 30,550	\$	\$	30,550
10% of	Title VII: Ombudsman	93.042	\$	\$	\$	
-	Federal NSIP Funds	1			•	
	NSIP Nutrition	93.053	\$	\$	\$	
	State Funding					
50% of	Multipurpose Senior Centers	N/A	\$	\$	\$	
10% of	Home Delivered Meals	N/A	\$	\$	\$	
10% of	Homemaker	N/A	\$	\$	\$	
<u> </u>	HCBS/Options for Community	N/A	\$	\$	\$	
	· · · ·					
		Total	\$ 53,050	\$	\$	53,050

BUDGET

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable

Period: BEGIN: August 1, 2020 END: September 30, 2021

	·			
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	13,500.00	0.00	13,500.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	39,550.00	0.00	39,550.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	53,050.00	0.00	53,050.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

² Applicable detail follows this page if line-item is funded.



CONTRACT AMENDMENT COVER SHEET

A manau T	Tunnelsium #	Edison ID	Contract #	ı	Amendment #				
Agency I	racking #	Edison ID							
	AshlandSC-G 2021-C21				C01				
Contracto	or Legal Entity Name				Edison Vendor ID				
Town	Town of Ashland City								
Amendm	ent Purpose & Effect(s)							
Additiona	al CARES Act fundin	g							
Amendm	ent Changes Contrac	t End Date: YES	NO	End Date:					
TOTAL C N/A): \$8,5		EASE or DECREASE <u>per t</u>	<u>his Amendm</u>	ent (zero if					
Funding -	_								
FY	State/Federal	Interdepartmental	Other	TOTA	L Contract Amount				
2021	\$26,200				\$26,200				
2022	\$4,800				\$4,800				
TOTAL:	\$31,000				\$31,000				
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					USE				
Speed Ch	nart (optional)	Account Code (optional)							

AMENDMENT C01 BETWEEN THE GREATER NASHVILLE REGIONAL COUNCIL AND TOWN OF ASHLAND CITY OF GRANT CONTRACT 2021-C21

This Amendment is made and entered by and between the Greater Nashville Regional Council hereinafter referred to as the "GNRC" and Town of Ashland City, hereinafter referred to as the "Grantee," where the parties entered into a grant contract effective August 1, 2020 for the provision of multipurpose senior center activities utilizing CARES Act funding; and

Section D.2 of the August 1, 2020 contract allows written amendments to the Contract.

The Contract dated August 1, 2020, between GNRC and the Grantee is amended as follows:

- 1. Section C.1., page 1, is amended by deleting the original C.1. and substituting with it the new C.1.
 - C.1. Maximum Liability. In no event, after the date of January 1, 2021, shall the maximum liability of the GNRC under this Contract exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500) ("Maximum Liability"). However, an additional use of CARES funds totaling Eight Thousand Five Hundred Dollars (\$8,500) is available until January 1st, 2021 and is permitted to be utilized pursuant to the terms of this contract. The Grant Budgets, attached and incorporated hereto as Attachment 2, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget lineitems include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

Required Approvals. The GNRC is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the GNRC, the Tennessee Commission on Aging and Disability, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

<u>Amendment Effective Date</u>. The revisions set forth herein shall be effective November 1, 2020. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

TOWN OF ASHLAND CITY:		
STEVE ALLEN, MAYOR	DATE	
GREATER NASHVILLE REGIONAL COUNCIL:		
MICHAEL SKIDDED EYECLITIVE DIDECTOD	DVIE	

IN WITNESS WHEREOF.

GRANT CONTRACT

BETWEEN

GREATER NASHVILLE REGIONAL COUNCIL AND

TOWN OF ASHLAND CITY

CONTRACT BUDGET

August 1, 2020 THROUGH September 30, 2021

FUNDS AVAILABLE

Contractor Match Requirement	Program	CFDA #	Federal Funding	State Funding	Total	Grant
	Older Americans Act Funds					
10% of	Title III-B: Support Services	93.044	\$ 22,500	\$	\$	22,500
10% of	Title III-B: Ombudsman	93.044	\$	\$	\$	
10% of	Title III-B: Transportation	93.044	\$	\$	\$	
10% of	Title III-C1: Congregate Meals	93.045	\$	\$	\$	
10% of	Title III-C2: Home Delivered	93.045	\$	\$	\$	
10% of	Title III-D: Evidence Based	93.043	\$	\$	\$	
10% of	Title III-E: FCSP – Caregiver	93.052	\$ 8,500	\$	\$	8,500
10% of	Title VII: Ombudsman	93.042	\$	\$	\$	
- "	Federal NSIP Funds	<u> </u>				
	NSIP Nutrition	93.053	\$	\$	\$	
	State Funding	1				
50% of	Multipurpose Senior Centers	N/A	\$	\$	\$	
10% of	Home Delivered Meals	N/A	\$	\$	\$	
10% of	Homemaker	N/A	\$	\$	\$	
- "	HCBS/Options for Community	N/A	\$	\$	\$	
	· · ·					
		Total	\$ 31,000	\$	\$	31,000

BUDGET

The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable

Period: BEGIN: August 1, 2020 END: September 30, 2021

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	13,500.00	0.00	13,500.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	17,500.00	0.00	17,500.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	31,000.00	0.00	31,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

² Applicable detail follows this page if line-item is funded.



Senior Center at Ashland City Quote #: s-090917-3824 Page 1 of 3

Xavus Solutions LLC PURCHASE and LICENSE TERMS

The following are Xavus Solutions LLC's, terms and conditions of sale and license for hardware and software products. (Products):

GOVERNING TERMS The purchase is subject solely to these Terms and those on the Quote or Estimate that accompanies this contract. No other terms and conditions in addition to, or in conflict with these Terms not separately and specifically executed by both parties as an amendment to these terms shall apply.

ORDERS All orders must be in the form of a valid, unexpired Xavus Solutions LLC Purchase Agreement or Quote signed by Customer and must; a) state the Xavus Solutions LLC part numbers, descriptions and quantities of products purchased b) state the Xavus Solutions LLC quotation number, quotation date and expiration date and that the order is placed pursuant to the terms and conditions of the Xavus Solutions LLC Purchase Agreement, or words of similar effect. (Orders for software customization or Xavus Solutions LLC installation services, must also reference the Xavus Solutions LLC's Statement of Work or Quote for such services) c) be signed by an authorized representative of Customer d) include an initialed or signed Xavus Solutions LLC Purchase and License Terms (this document); Xavus Solutions LLC may reject any non-conforming Order. If Customer organization requires issuance of a Purchase Order in order to process an invoice for payment, then for an Order to be valid it must also include a completed Purchase Order signed by an authorized representative of Customer, stating the terms shown on the Xavus Solutions LLC Purchase Agreement, or words of similar effect.

PRICES All prices are in United States Dollars.

TAXES, FEES, AND OTHER Prices do not include any export fees, duties, OST, Sales, ISO, excise, ad valorem, property, withholding from source income or other taxes of any nature, or other taxes or fees applicable to the sale, use, license, or delivery of the equipment, software or services supplied, all of which are the responsibility of Customer. Incidental IT professional services incurred by the Customer in preparing for the installation of the MySeniorCenter system are outside the scope of this contract and are the responsibility of the Customer.

DELIVERY Equipment sold and software licensed are delivered from Xavus Solutions LLC's manufacturing facility. Shipping fees are listed as a separate line item on the estimate and invoice.

ACCEPTANCE of products delivered and services performed shall be upon delivery unless otherwise agreed. Customer shall provide Xavus Solutions LLC written notice of delivery and acceptance.

MAINTENANCE AND SUPPORT beyond the initial 12 month period shall be available at customer's option. Maintenance and Support fee is \$1600 per year beginning 12 months from the initial purchase date and due annually on the anniversary of the purchase date. Maintenance and Support for the first 12 months is included unless otherwise specified. Changes to the configuration described on the accompanying estimate may increase the cost of the annual maintenance. Any increases will be clearly specified on future quotes.

Current Maintenance entitles Customer to: technical support (via telephone, email, and web); generally available product updates; database back-up services; and periodic web-based refresher training (open to customers only).

Hardware components are not covered as part of the Xavus Maintenance and Support. Hardware is covered by the manufacturer of the components for the duration of the manufacturer's warranty period.

Xavus Solutions requires a 45 day notice of the customer's intent to cancel Maintenance and Support. Customers that cancel maintenance retain ownership of any hardware components but no longer have access to hosted software. All data will be returned at the conclusion of the final Maintenance period. Customers electing to renew after their expiration date may be subject to a reactivation fee.

SPONSORS

Xavus, with its Partners, reserves the right to solicit local, national and global businesses and philanthropic organizations on behalf of CUSTOMER as potential sponsors for CUSTOMER's MySeniorCenter system. In exchange for a sponsorship fee from those organizations, Xavus will place the sponsor's logo on the MySeniorCenter touchscreen at CUSTOMER location. Proceeds from the sponsorship fees will go to Xavus in exchange for the discounted purchase price of the system shown on the accompanying quote. Sponsorships will not be solicited from vice-based, religious or political organizations unless otherwise directed by CUSTOMER. In order to maintain discounted rate, CUSTOMER will leave touchscreen on and in an area accessible by CUSTOMER'S clients during normal business hours.

LICENSES, PERMITS AND EXPORT CONTROL Customer will comply fully with the export control laws and regulations of the United States Government and will indemnify Xavus Solutions LLC for any claims or penalties incurred as a result of any violation of applicable United States laws or regulations.

LIMITED WARRANTY AND DISCLAIMER OF WARRANTY Xavus Solutions does not warranty third party hardware and software and such items are subject to their manufacturers' warranty. Xavus will coordinate its customer's claims for warranty service and support on Xavus Solutions LLC supplied third party products with the manufacturer. Manufacturers' warranty is 1 (ONE) year from date of purchase.



Senior Center at Ashland City Quote #: s-090917-3824 Page 2 of 3

Xavus Solutions LLC Software is warranted to substantially conform to Xavus Solutions LLC's specifications in effect as of the date of shipment under normal use for a period of ninety (90) days from the date of shipment. Xavus Solutions LLC's sole obligation under this warranty, in the event of a non-conformance occurring and reported to Xavus Solutions LLC's service department within the warranty period., is to provide bug fixes, patches, or work-around by access to download or other appropriate method. Xavus Solutions LLC does not warrant that use of the software will be uninterrupted or error free.

Xavus Solutions LLC warrants that services, if any, will be performed with reasonable skill and care and will conform to any agreed to Statement of Work, (SOW). Xavus Solutions LLC's entire obligation for defects in services reported to Xavus Solutions LLC within ten (10) days from completion shall be to perform or re-perform the services.

The foregoing hardware, software and services warranties do not extend to defects or nonconformities from abuse, acts of God, improper use, installation, modifications, or unauthorized maintenance.

THE FOREGOING WARRANTIES REPRESENT XAVUS SOLUTIONS LLC'S SOLE OBLIGATION AND CUSTOMER'S SOLE REMEDY FOR NON-CONFORMANCES. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCULUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The terms and limitations of this warranty represent bargained for provisions agreed to in return for pricing and other terms.

SOFTWARE LICENSE AGREEMENT Xavus Solutions LLC retains all title and ownership of all software, inc1uding software customization and software developed for a particular Customer, as well as included firmware. Custom developments shall not be deemed works for hire. All Software is provided to Customer only under the following license terms: Upon payment of the applicable license fee Xavus Solutions LLC grants to the Customer an indivisible, nonexclusive and non-transferable license, without right to sublicense, in the software and firmware, including patches updates and upgrades for its own internal business purposes on the hardware with which the software and firmware is first supplied.

Licensee may only copy the software as reasonably necessary for operation and archival purposes and shall reproduce all proprietary and copyright notices of Xavus Solutions LLC or its licensor which appear. Licensee shall not cause or permit any merger of the software with other computer program material to form a derivative work or otherwise make changes to the software or alter the software in any manner whatsoever and will not attempt or allow any decompilation or reverse assembly of all or any portion of the software. Licensee agrees not to rent or lease the software and that the software is and shall remain the property of Xavus Solutions LLC or its licensors.

This License is terminable in the event of a breach by Customer that is not corrected within fifteen (15) days after notice. Xavus Solutions LLC' licensors shall be entitled to directly enforce the provisions of this software license to the extent a breach relates to such third party software.

Upon license termination the Licensee shall return the software and all copies to Xavus Solutions LLC or upon Xavus Solutions LLC's instructions, destroy the software and all copies and provide to Xavus Solutions LLC a certificate of destruction signed by an officer of Licensee.

FORCE MAJEURE Neither party shall be liable for any loss or damage due to failure or delay arising out of any cause beyond the control, in the exercise of due diligence or without the fault or negligence of such party.

PAYMENT TERMS A 50% deposit is required and the balance is due upon installation. Timely payment by Customer to Xavus Solutions LLC at its principal place of business of all sums due hereunder is a material element hereof: Xavus Solutions LLC may charge the Customer 1.5% interest per month or part on any past due amounts. Customer shall reimburse Xavus Solutions LLC for all reasonable expenses of collection including attorney's fees.

ASSIGNMENT Neither party may assign its rights or obligations hereunder without the other party's consent, which consent shall not be unreasonably withheld.

APPLICABLE LAW These terms shall be governed by the laws of the Commonwealth of Massachusetts. The United Nations Convention for the Sale of Goods shall not apply to any transactions hereunder.

CANCELLATION SCHEDULE Orders accepted by Xavus Solutions LLC are non-cancelable, non-returnable and nonrefundable. All advance payments for delivered products and services are non-refundable. Orders may be rescheduled a single time, no later than 30 days prior to scheduled ship date, for up to forty-five (45) days without charge.

PATENT INFRINGEMENT Xavus Solutions LLC, agrees at its expense, to defend Customer in any suit, claim or proceeding brought against Customer alleging that any equipment or software furnished hereunder directly infringed any U.S. Letters Patent or U.S. copyright, provided Xavus Solutions is promptly notified of any actual or threatened claim, is given all reasonable assistance requited, and is given sole control over the defense or settlement of the claim, at Xavus Solutions LLC expense. Xavus Solutions LLC agrees to pay any final judgment rendered in such suit should the use of any equipment or software be enjoined, or in the event that Xavus



Senior Center at Ashland City Quote #: s-090917-3824 Page 3 of 3

Solutions LLC desires: to minimize its liability hereunder, Xavus Solutions LLC may fulfill its obligations hereunder by, either substituting fully equivalent non-infringing items, or modifying the infringing item so that it no longer infringes, or by obtaining for Customer, at the expense of Xavus Solutions LLC, the right to continue use of such item. The foregoing states the entire liability of Xavus Solutions for patent or copyright infringement or for any breach of warranty of non-infringing, express or implied. The foregoing indemnity shall not apply to any equipment or software made to the specification or design of Customer or to claims based upon the combination of any equipment or software purchased pursuant to this contract with products or software supplied by Customer or others.

LIMITATION OF LIABILITY XAVUS SOLUTIONS LLC SHALL NOT BE LIABLE FOR BUSINESS INTERRUPTION, LOSS OF DATA, PROFITS OR REVENUE, OR SPECIAL, IN-DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND FROM

ANY CAUSE WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER. LEGAL THEORY, EVEN IF XAVUS SOLUTIONS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL XAVUS SOLUTIONS LLC BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE PRICE PAID FOR THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED HEREUNDER.

DEFAULT In the event Customer defaults or breaches under the Contract as formed, in addition to all other remedies available to Xavus Solutions LLC at law or equity, Xavus Solutions LLC shall be entitled to recover attorney's fees and costs.

NONDISCLOSURE Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Examples of Xavus Solutions LLC's Confidential Information include, but are not limited to, product design, marketing plans and pricing. Examples of CUSTOMER's Confidential Information include, but are not limited to, client data that Xavus may encounter in the course of normal customer support operations. This obligation of confidentiality shall remain in effect for three (3) years after the disclosure. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE Distribution and use of products including computer programs and any related documentation and derivative works thereof, to and by the United States Government, are subject to the Restricted Rights provisions of FAR 52.227-19, paragraph (c)(2) as applicable, except for purchases by agencies of the Department of Defense (DOD). If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of-commercial computer software and "commercial computer software documentation" as such terms are used in 48 C.F.R 12.212 of the Federal Acquisition Regulations and its successors and 48 C.F.R 227.7202-1 through 227.7202-4 (June 1995) of the DoD FAR Supplement and its successors. All U.S. Government end users acquire the Software with only those rights set forth in this Agreement. Manufacturer is Xavus Solutions LLC, Boston, MA.

VALIDITY Should any provision of these terms be found illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the validity any other provision of this terms.

ARBITRATION Any dispute arising in respect of those terms shall be referred to arbitration conducted in Boston, MA under the rules of the American Arbitration Association. The award rendered in such arbitration will be final and binding and may be enforced in any court of competent jurisdiction. Each party shall bear its own costs incurred in the arbitration action. Notwithstanding the provisions of this section, any party may seek injunctive relief in any court of competent jurisdiction in order to protect its proprietary and confidential information and to enforce or obtain compliance with the scope of rights and licenses granted under these terms without first submitting, such claim to arbitration.

Senior Center at Ashland City
Melissa Womack
104 Ruth Drive
Ashland City, TN 37015
United States

Customer Signature:

Customer Title:

Date:

Sales Tax Exempt #
(required if applicable)
Please also attach or mail a copy of Sales Tax Exempt Certificate

Quote #: s-090917-3824

Senior Center at Ashland City Quote #: s-090917-3824 Page 3 of 3

Solutions LLC desires: to minimize its liability hereunder, Xavus Solutions LLC may fulfill its obligations hereunder by, either substituting fully equivalent non-infringing items, or modifying the infringing item so that it no longer infringes, or by obtaining for Customer, at the expense of Xavus Solutions LLC, the right to continue use of such item. The foregoing states the entire liability of Xavus Solutions for patent or copyright infringement or for any breach of warranty of non-infringing, express or implied. The foregoing indemnity shall not apply to any equipment or software made to the specification or design of Customer or to claims based upon the combination of any equipment or software purchased pursuant to this contract with products or software supplied by Customer or others.

LIMITATION OF LIABILITY XAVUS SOLUTIONS LLC SHALL NOT BE LIABLE FOR BUSINESS INTERRUPTION, LOSS OF DATA, PROFITS OR REVENUE, OR SPECIAL, IN-DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE AND FROM

ANY CAUSE WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER. LEGAL THEORY, EVEN IF XAVUS SOLUTIONS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL XAVUS SOLUTIONS LLC BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE PRICE PAID FOR THE EQUIPMENT,

SOFTWARE AND SERVICES PROVIDED HEREUNDER.

DEFAULT In the event Customer/defaults or breaches under the Contract as formed, in addition to all other remedies available to Xavus Solutions LLC at law or equity, Xavus Solutions LLC shall be entitled to recover attorney's fees and costs.

NONDISCLOSURE Each Party shall treat as confidential all Confidential Information of the other Party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Examples of Xavus Solutions LLC's Confidential Information include, but are not limited to, product design, marketing plans and pricing. Examples of CUSTOMER's Confidential Information include, but are not limited to, client data that Xavus may encounter in the course of normal customer support operations. This obligation of confidentiality shall remain in effect for three (3) years after the disclosure. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

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VALIDITY Should any provision of these terms be found illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the validity any other provision of this terms.

ARBITRATION Any dispute arising in respect of those terms shall be referred to arbitration conducted in Boston, MA under the rules of the American Arbitration Association. The award rendered in such arbitration will be final and binding and may be enforced in any court of competent jurisdiction. Each party shall bear its own costs incurred in the arbitration action. Notwithstanding the provisions of this section, any party may seek injunctive relief in any court of competent jurisdiction in order to protect its proprietary and confidential information and to enforce or obtain compliance with the scope of rights and licenses granted under these terms without first submitting, information and to emotion. Mediation such claim to arbitration. Mediation

Quote #: s-090917-3824

Senior Center at Ashland City Melissa Womack 104 Ruth Drive Ashland City, TN 37015 United States	maclia
Customer Signature:	
Customer Title:	
Date:	
Sales Tax Exempt #(required if applicable)	

Please also attach or mail a copy of Sales Tax Exempt Certificate

vus Solutions LLC * PO Box 55071 #30713 Boston, MA 02205-5071 * 508-613-2289 * <u>www.myseniorcenter.com</u>

ITEM # 9.



CSR Engineering Inc.

1116 Main Street Pleasant View, TN 37146 Phone: (615) 212-2389 Fax: (615) 246-3815

Fax: (615) 246-3815 www.csrengineers.com

November 12, 2020

Kellie Reed, CMFO
City Recorder
Town of Ashland City
101 Court Street
Ashland City, Tennessee 37015

RE: Proposal for Environmental Reports in Support of NEPA Categorical Exclusion Planning Documents for New Ashland City Fire Station #1 and New City Hall

Dear Kellie:

In response to your request, CSR Engineering Inc., (CSR) is pleased to submit a proposal to provide environmental reports (ER's) to fulfill National Environmental Policy Act (NEPA) requirements for a Categorical Exclusion (CE) determination. Specifically, two ER's will be prepared to in accordance with United States Department of Agriculture (USDA) Rural Economic Development Loan and Grant Program requirements. The two reports will be developed for the proposed new Fire Station No. 1 and City Hall locations in Ashland City, Tennessee.

SCOPE OF SERVICES

We propose the following scope of services:

- CSR's work will be performed pursuant to 49 CFR §1970.54, CEs involving small-scale development with an environmental report.
- CSR will provide appropriate narrative to describe the applicant's purpose and needs, alternatives considered and proposed construction elements of each site.
- CSR will address environmental resource areas of concern (including but not limited to, air
 quality, wetlands, biological resources, geotechnical resources, hydrology, land use,
 safety, noise, social and economic, and cultural/historic resources).
- CSR will prepare related charts, maps, diagrams and photographs to adequately support interpretation of the ER.
- CSR will commission a research company to provide a records review to determine if the subject property or surrounding areas are listed on any of the available governmental environmental databases (state and federal).
- CSR will prepare consultation letters and supporting documents (on behalf of the reviewing agency) for State Historic Preservation Office (SHPO) and Native American/Tribal review.

 Upon completion of the assessment, we will prepare a single narrative report for each of the subject properties presenting our findings with copies of pertinent historical documents, regulatory database search, maps and photographs. CSR will submit an electronic copy of the ER's in PDF format.

<u>Schedule Considerations.</u> CSR proposes to begin working immediately upon receipt of a signed authorization to proceed. Allowing for the required review and response time by the SHPO and Tribal Offices, we anticipate the ER's can be completed no later than 60 days following the notice to proceed.

<u>Estimated Costs – Phase I ESA.</u> CSR proposes to perform the above detailed services for the subject property for a lump sum of **\$6,900.00**.

Proposal Considerations

Summary of comments/conditions upon which this proposal is based are as follows:

- a) It is our understanding that the Town of Ashland City will provide access to the subject site
- b) Environmental sampling or testing will not be performed as part of this project.
- c) Should the USDA or other reviewing agency request to submit the SHPO or Tribal consultation letters, CSR will revise its scope and fee accordingly.

Closure

We appreciate the opportunity to provide environmental planning services to the Town of Ashland City and look forward to working with you. If the terms of our proposal are acceptable you can acknowledge by signing the Confirmation of Assignment below. If you have any questions regarding the details of our proposal, please contact me at your convenience at 615-247-5318.

Sincerely,

Kent B. Evetts, P.G. Environmental Manager CSR ENGINEERING, INC.

Confirmation of Assignment

Print Name and Title
Signature

SECTION III – LEAVE

LEGAL HOLIDAYS

All offices and shops of the Town of Ashland City, Tennessee, except emergency and necessary operations, will be closed and employees excused on the following legal holidays:

New Year's Day January 1

Martin Luther King Day
President's Day
Good Friday
Third Monday in January
Third Monday in February
Friday before Easter Sunday

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Columbus Day October 12

Election Day Tuesday following the first Monday in November

Veterans Day November 11

Thanksgiving Day Fourth Thursday in November Friday after Thanksgiving Day Fourth Friday in November

Christmas Eve December 24
Christmas Day December 25
New Year's Eve December 31

When a holiday falls on Saturday, offices will be closed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

To receive compensation for a holiday, employees eligible for holidays must be in a pay status (not on leave without pay or on worker's compensation) on their last regular shift scheduled before a holiday and their first regularly scheduled shift after a holiday.

Employees required to work on one of the above listed holidays shall receive his regular pay for the holiday worked and an additional days pay as holiday pay. Further, if on an on-call status during a holiday week when called out the employee will be paid at the overtime rate of 1 ½ times the employee's regular rate. This includes those employees called in by the dept. head to help the on-call person during a holiday week. Employees are only paid overtime if they have exceeded forty (40) hours in the work week. It shall be the department heads responsibility to report to payroll the names, hours, and dates of employees who work holidays. This shall be reported as soon as possible, but in no case, later than three workdays after the holiday.

Any employee on sick leave before and after a holiday is assumed to be sick on the holiday and will receive holiday pay.

Legal holidays falling within an employee's vacation period are not to be counted as vacation days.

ORDINANCE

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

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

WHEREAS, the Mayor and Council appropriate \$7.441.53 in the Enterprise Fund for the TCRS Project allocations.

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

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

General Fund	Beginning Departmental	Ending Departmental		
	<u>Budget</u>	<u>Budget</u>		
Recorder	\$6,512,850.00	\$6,579,371.08		
Senior Center	\$311,545.00	\$333,595.00		
Enterprise Fund				
Water and Sewer	\$6,486,100.00	\$6,493,541.53		
1 st reading <u>12-8-2020</u> Public Hearing 2 nd reading				
Attest:				
Mayor Steve Allen	City Recorder Kellie	e Reed CMFO, CMC		