

# APRIL 2026

| Sunday | Monday   | Tuesday   | Wednesday | Thursday  | Friday                                     | Saturday |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
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|        |  |   | 1         | 2<br>Gas Authority<br>7:00 AM<br>Buckner Park Ph. I<br>Grand Opening<br>9:00 AM | 3<br>Good Friday<br>City offices<br>CLOSED | 4        |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 5      | 6<br>City Council<br>7:00 PM                                     | 7<br>Housing Authority<br>12:00 PM<br>Power Board<br>5:30 PM  | 8         | 9   | 10<br>Industrial Dev. Bd.<br>12:00 PM      | 11       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 12     | 13<br>Water Authority<br>5:00 PM<br>Airport Authority<br>6:00 PM | 14<br>Finance & Mgt.<br>Agenda Deadline<br>12:00 PM   | 15        | 16<br>Parks & Rec. Bd.<br>6:00 PM<br>Community Access<br>7:00 PM                | 17   | 18       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 19     | 20<br>Finance & Mgt.<br>6:00 PM                                  | 21<br>Bd. Of Zoning Appeals<br>6:00 PM<br>Planning Commission<br>6:30 PM  | 22        | 23  | 24   | 25       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 26     | 27   | 28<br>May 4 City Council<br>Agenda Deadline<br>12:00 PM   | 29        | 30  |  |          |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
|        |  | <p>March 2026</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> </tr> <tr> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> </tr> <tr> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> </tr> <tr> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> </tr> <tr> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> |           | S   | M  | T        | W | Th | F | Sa | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |  |  |  |  | <p>May 2026</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> <th>Sa</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> </tr> <tr> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> </tr> <tr> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> </tr> <tr> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> <td>30</td> </tr> <tr> <td>31</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> |  | S | M | T | W | Th | F | Sa |  |  |  |  |  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |  |  |  |  |  |  | Notes: |
| S      | M  | T   | W         | Th  | F  | Sa       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 1      | 2  | 3   | 4         | 5   | 6  | 7        |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 8      | 9  | 10  | 11        | 12  | 13   | 14       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 15     | 16   | 17  | 18        | 19  | 20   | 21       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 22     | 23   | 24  | 25        | 26  | 27   | 28       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 29     | 30   | 31  |           |   |  |          |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| S      | M  | T   | W         | Th  | F  | Sa       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
|        |  |   |           |   | 1  | 2        |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 3      | 4  | 5   | 6         | 7   | 8  | 9        |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 10     | 11   | 12  | 13        | 14  | 15   | 16       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 17     | 18   | 19  | 20        | 21  | 22   | 23       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 24     | 25   | 26  | 27        | 28  | 29   | 30       |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |
| 31     |  |   |           |   |  |          |   |    |   |    |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |   |   |   |   |    |   |    |  |  |  |  |  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |  |  |  |  |  |        |

**AGENDA**  
**Dickson City Council**  
**7:00 pm Monday, April 6, 2026**  
**Council Chambers, Dickson City Hall**  
**Mayor Don L. Weiss Jr., O.D. presiding**

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**Call to Order** Mayor Weiss

**Roll Call** City Recorder

**Invocation** Councilperson Chandler

**Pledge of Allegiance** Mayor Weiss

**Public Hearings**

1. ORDINANCE #1578: An Ordinance to amend the City of Dickson Zoning Ordinance to establish updated development standards and regulations pertaining to underground utilities and street lighting, landscaping and irrigation requirements, site plan and subdivision submittal requirements, infrastructure and construction requirements, transportation and access design, dumpster and service area design, buffer and open space requirements, planned unit development (PUD) standards, Board of Zoning Appeals – short-term rentals, regional drainage and stormwater, design review map areas, min-storage requirements, rezoning cooling-off period, floodplain/flood way development, and fire hydrants and to provide for proper implementation thereof
  
2. ORDINANCE #1580: An Ordinance to amend the official zoning map of the City of Dickson, Tennessee, by rezoning properties identified as Tax Map 110C, Group A, Parcels 006.00, 006.01, 007.00, 008.00, 009.00, 010.00, 011.00 and 012.00 from B-2 (central business district) and R-2 (medium-density residential) to B-2 (central business district), and repealing any ordinance or part of an ordinance in conflict herewith

**Minutes**

1. March 2, 2026, City Council regular session and March 16, 2026, special session minutes

**Public Comments**

1. Anyone wishing to provide comments germane to any item on this agenda shall indicate so by registering prior to the start of the meeting on the sign-up sheet provided at the entrance to the council chambers. No registrations will be allowed after the meeting has been called to order. The presiding officer shall establish an allotted time for each speaker and determine the order of speakers under the guidelines established in the City of Dickson Public Engagement Policy adopted in Resolution #2023-12

## Old Business

1. None

## New Business

1. Present the Dickson Fire Department's Medal of Valor Award to and recognize firefighters Terrence Darden, Heath Crabtree and Cole Bone for their life-saving efforts in rescuing a victim and extinguishing a residential fire
2. Administer the Peace Officer Oath to Dickson Police Department Officer Dillon Cheeves
3. Fiscal Year 2024-2025 audit presentation
4. First reading of ORDINANCE #1578: An Ordinance to amend the City of Dickson Zoning Ordinance to establish updated development standards and regulations pertaining to underground utilities and street lighting, landscaping and irrigation requirements, site plan and subdivision submittal requirements, infrastructure and construction requirements, transportation and access design, dumpster and service area design, buffer and open space requirements, planned unit development (PUD) standards, Board of Zoning Appeals – short-term rentals, regional drainage and stormwater, design review map areas, min-storage requirements, rezoning cooling-off period, floodplain/flood way development, and fire hydrants and to provide for proper implementation thereof
5. First reading of ORDINANCE #1580: An Ordinance to amend the official zoning map of the City of Dickson, Tennessee, by rezoning properties identified as Tax Map 110C, Group A, Parcels 006.00, 006.01, 007.00, 008.00, 009.00, 010.00, 011.00 and 012.00 from B-2 (central business district) and R-2 (medium-density residential) to B-2 (central business district), and repealing any ordinance or part of an ordinance in conflict herewith
6. First reading of ORDINANCE #1582: An Ordinance to amend Title 1, Chapter 1, Section 1-102 of the Dickson Municipal Code with regard to agendas for City Council and all local governing body meetings
7. RESOLUTION #2026-23: A Resolution of the Council of the City of Dickson, Tennessee, accepting the audit and report for the Fiscal Year ending June 30, 2025, as prepared and presented by Alexander Thompson Arnold PLLC and submitting same to the Office of the Comptroller of the State of Tennessee
8. RESOLUTION #2026-28: A Resolution of the Council of the City of Dickson, Tennessee, to ratify the Dickson County Urban Growth Plan as recommended by the Dickson County Growth Plan Coordinating Committee
9. RESOLUTION #2026-29: A Resolution of the Council of the City of Dickson, Tennessee, to approve and authorize the Mayor to sign a proposal for subsurface exploration and

geotechnical engineering services for the City Center project under a Professional Services Agreement with ECS Southeast, LLC

10. RESOLUTION #2026-30: A Resolution of the Council of the City of Dickson, Tennessee, to approve and authorize the Mayor to sign Change Order No. 1 to the contract with A&S Contracting and Remodeling for construction of a downtown restroom facility
11. Appointments
12. Schedule the Finance and Management Committee meeting for 6:00 pm Monday, April 20, 2026, in the Council Chambers at City Hall (*agenda deadline noon April 14, 2026*)
13. Announce the next City Council regular session for 7:00 pm Monday, May 4, 2026, in the council Chambers at Dickson City Hall (*agenda deadline noon April 28, 2026*)
14. Schedule a public hearing for 7:00 pm Monday, May 4, 2026, for:
  - ORDINANCE #1581: An Ordinance to amend ORDINANCE #1570 appropriating funds to the departments of the City of Dickson, Tennessee, for the Fiscal Year beginning July 1, 2025, and ending June 30, 2026

#### **Other Business**

#### **Communication from the Mayor**

#### **Adjournment**

# MINUTES

Dickson City Council  
7:00 pm March 2, 2026  
Council Chambers at Dickson City Hall

The Council of the City of Dickson, Tennessee, met in regular session the second day of March, 2026, in the Council Chambers of Dickson City Hall, 600 East Walnut Street.

## Call to Order

Mayor Don L. Weiss Jr. called the meeting to order at 7:00 pm.

| <u>Roll Call</u>                      | <u>Present</u> | <u>Absent</u> |
|---------------------------------------|----------------|---------------|
| <b>Mayor</b>                          |                |               |
| Don L Weiss Jr.                       | X              |               |
| <b>City Council (Ward)</b>            |                |               |
| Jason Epley (1 <sup>st</sup> )        | X              |               |
| Brett Reynolds (1 <sup>st</sup> )     | X              |               |
| Shane Chandler (2 <sup>nd</sup> )     | X              |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X              |               |
| Stacey Levine (3 <sup>rd</sup> )      | X              |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X              |               |
| Dwight Haynes (4 <sup>th</sup> )      |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X              |               |

A quorum was present and the following business transacted.  
Recorder Chris Norman served as recording secretary.

**Others present:** City Attorney Jerry Smith, City Administrator David Travis, Tax Collector Angie Brown, Treasurer Tammy Dotson, Fire Chief Richard Greer, Police Chief Seth Lyles, Recorder Chris Norman, Planning and Zoning Director Jason Pilkinton, Senior Activity Center Director Joan Rial, Public Works Director Bret Stock, Court Clerk Gina Swaner, Assistant Police Chief Todd Christian, Assistant Fire Chief Brent Ham, Assistant Public Works Director Capt. Eric Chandler, Dickson Electric System General Manager Darrell Gillespie and others as indicated on the sign-in sheet.

## Invocation

Councilperson Outlaw presented the invocation.

## Pledge of Allegiance

Mayor Weiss led the Pledge of Allegiance

## Public Hearings

1. **ORDINANCE #1578: An Ordinance to amend the City of Dickson Zoning Ordinance to establish updated development standards and regulations pertaining to underground utilities and street lighting, landscaping and irrigation requirements, site plan and subdivision submittal requirements, infrastructure and construction**

requirements, transportation and access design, dumpster and service area design, buffer and open space requirements, planned unit development (PUD) standards, Board of Zoning Appeals – short-term rentals, regional drainage and stormwater, design review map areas, min-storage requirements, rezoning cooling-off period, floodplain/flood way development, and fire hydrants and to provide for proper implementation thereof

Mayor Weiss announced the public hearing is being deferred to April 6, 2026.

**2. RESOLUTION #2026-17: A Resolution to ratify the amended City of Dickson Urban Growth Plan Map and recommend its approval by the Dickson County Growth Coordinating Committee**

City Administrator Travis said the county and several municipalities re-opened the Urban Growth Plan that was required by state statute in 2000 to adjust boundaries of some of the growth areas to reflect the direction growth has gone over the last 25 years. He said Dickson expanded its growth plan a little on the northwest and south boundaries while relinquishing territory on the west side and on borders with the Burns and White Bluff growth plan areas. Nobody spoke during the public hearing.

**Minutes**

**1. Feb. 2, 2026, City Council regular session minutes**

No discussion.

Motion to approve: Councilperson Levine

Second: Councilperson Perkins

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

**Public Comments**

1. None

**Old Business**

**1. Second reading of ORDINANCE #1579: An Ordinance to amend Title 7, Chapter 4 of the Dickson Municipal Code with regard to fireworks restrictions**

Administrator Travis said the Office of Planning and Zoning contacted the six vendors who previously set up in Dickson about the permit fee increasing from \$1,000 to \$3,500 and all of them said they would return at the new permit fee.

Motion to approve: Councilperson Reynolds  
 Second: Councilperson Sanders

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

**New Business**

- 1. RESOLUTION #2026-17: A Resolution to ratify the amended City of Dickson Urban Growth Plan Map and recommend its approval by the Dickson County Growth Coordinating Committee**

No discussion.

Motion to approve: Vice Mayor Epley  
 Second: Councilperson Perkins

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

- 2. RESOLUTION #2026-18: A Resolution of the Council of the City of Dickson, Tennessee, ratifying and confirming HEFB RESOLUTION #2026-1 adopted by the Health and Educational Facilities Board of the City of Dickson, Tennessee, and an agreement in connection with the issuance of such bonds**

Administrator Travis said the bonds are to be loaned to Dickson Housing Partners, LP for the acquisition and rehabilitation of a 48-unit multifamily housing facility at 105 Jones Creek Road known as High House Village Apartments

Motion to approve: Councilperson Levine  
 Second: Councilperson Chandler

| <b>Roll Call</b>                  | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|-----------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )    | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> ) | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> ) | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )   | X          |           |                |               |

|                                       |   |   |
|---------------------------------------|---|---|
| Stacey Levine (3 <sup>rd</sup> )      | X |   |
| Horace Perkins III (3 <sup>rd</sup> ) | X |   |
| Dwight Haynes (4 <sup>th</sup> )      |   | X |
| Michael Outlaw (4 <sup>th</sup> )     | X |   |

***Motion passed 7-0-0***

**3. RESOLUTION #2026-19: A Resolution of the Council of the City of Dickson, Tennessee, ratifying and confirming HEFB RESOLUTION #2026-2 adopted by the Health and Educational Facilities Board of the City of Dickson, Tennessee, and an agreement in connection with the issuance of such bonds**

Administrator Travis said the bonds are to be loaned to Dickson Housing Partners, LP for the acquisition and rehabilitation of a 32-unit multifamily housing facility at 301 Spring Street known as Spring Haven Apartments

Motion to approve: Vice Mayor Epley

Second: Councilperson Chandler

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

**4. RESOLUTION #2026-21: A Resolution to approve and authorize the purchase of a salt storage facility for the Public Works Department of the City of Dickson, Tennessee**

Administrator Travis said the Public Works Department budgeted \$55,000 for the purchase and installation of the facility and can purchase the facility from All Purpose Structures for \$33,147.50 through the Sourcewell cooperative purchasing program.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

**5. RESOLUTION #2026-22: A Resolution opposing legislation to force municipalities to change election cycles and hold partisan elections**

Mayor Weiss said he believes partisanship does not apply to the issues facing most municipalities and Administrator Travis said requiring primaries would increase the city's costs by adding another election. Mayor Weiss repeated the city's opposition to changing its election cycle from a 2018 resolution that cited potential voter confusion by combining City of Dickson and Dickson County elections on the same ballots. Councilperson Levine said one of the reasons she enjoys serving is that the position is nonpartisan.

Motion to approve: Councilperson Levine

Second: Councilperson Perkins

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

**6. Streetlight proposal for 304 West End Avenue**

Administrator Travis said Dickson Electric System's proposed installation cost is \$1,664 with an estimated \$30.19 annual energy cost.

Motion to approve: Councilperson Chandler

Second: Councilperson Sanders

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

**7. Parking issue at 515 North Main St.**

Councilperson Chandler said John Halliburton has had an issue with parked vehicles blocking access to the property at 515 North Main St. Administrator Travis said the city will review the issue and determine if signage is needed.

**8. Appointments**

Mayor Weiss nominated Kyle Miller for reappointment to the Board of Public Utilities, April Parsley to the Dickson Housing Authority Board of Commissioners, Tommy Fuson

to the Health and Educational Facilities Board and Dennis Kent to the Dickson County Municipal Airport Authority.

Motion to approve: Vice Mayor Epley

Second: Councilperson Chandler

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           |                | X             |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-0***

**9. Schedule the Finance and Management Committee meeting**

Mayor Weiss scheduled the Finance and Management Committee meeting for 6:00 pm Thursday, March 16, 2026, in the Council Chambers at Dickson City Hall

**10. Announce the next City Council regular session**

Mayor Weiss announced the next City Council regular session will be 7:00 pm Monday, April 6, 2026, in the council Chambers at Dickson City Hall

**11. Schedule public hearings for 7:00 pm Monday, April 6, 2026**

Mayor Weiss scheduled public hearings for the April 6, 2026 meeting for:

- **ORDINANCE #1580:** An Ordinance to amend the official zoning map of the City of Dickson, Tennessee, by rezoning properties identified as Tax Map 110C, Group A, Parcels 006.00, 006.01, 007.00, 008.00, 009.00, 010.00, 011.00 and 012.00 from B-2 (central business district) and R-2 (medium-density residential) to B-2 (central business district), and repealing any ordinance or part of an ordinance in conflict herewith; and
- **ORDINANCE #1578:** An Ordinance to amend the City of Dickson Zoning Ordinance to establish updated development standards and regulations pertaining to underground utilities and street lighting, landscaping and irrigation requirements, site plan and subdivision submittal requirements, infrastructure and construction requirements, transportation and access design, dumpster and service area design, buffer and open space requirements, planned unit development (PUD) standards, Board of Zoning Appeals – short-term rentals, regional drainage and stormwater, design review map areas, min-storage requirements, rezoning cooling-off period, floodplain/flood way development, and fire hydrants and to provide for proper implementation thereof, which was deferred from the March 2 meeting.

**Other Business**

1. None

**Communication from the Mayor**

1. None

**Adjournment**

With no other business to come before the council, Mayor Weiss adjourned the meeting at 7:35 pm without objection.

**ATTEST:**

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**Chris Norman, RECORDER**

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**Don L. Weiss Jr., O.D., MAYOR**

# MINUTES

Dickson City Council Special Session

March 16, 2026

Following the Finance and Management Committee  
Council Chambers at Dickson City Hall

The Council of the City of Dickson, Tennessee, met in a Special Session the sixteenth day of March, 2026, in the Council Chambers of Dickson City Hall, 600 East Walnut Street, following the Finance and Management Committee meeting.

## Call to Order

Mayor Don L. Weiss Jr. called the meeting to order at 6:08 pm.

| <u>Roll Call</u> | <u>Present</u> | <u>Absent</u> |
|------------------|----------------|---------------|
|------------------|----------------|---------------|

### Mayor

|                 |   |  |
|-----------------|---|--|
| Don L Weiss Jr. | X |  |
|-----------------|---|--|

### City Council (Ward)

|                                |   |  |
|--------------------------------|---|--|
| Jason Epley (1 <sup>st</sup> ) | X |  |
|--------------------------------|---|--|

|                                   |   |  |
|-----------------------------------|---|--|
| Brett Reynolds (1 <sup>st</sup> ) | X |  |
|-----------------------------------|---|--|

|                                   |   |  |
|-----------------------------------|---|--|
| Shane Chandler (2 <sup>nd</sup> ) | X |  |
|-----------------------------------|---|--|

|                                 |   |  |
|---------------------------------|---|--|
| Kyle Sanders (2 <sup>nd</sup> ) | X |  |
|---------------------------------|---|--|

|                                  |   |  |
|----------------------------------|---|--|
| Stacey Levine (3 <sup>rd</sup> ) | X |  |
|----------------------------------|---|--|

|                                       |   |  |
|---------------------------------------|---|--|
| Horace Perkins III (3 <sup>rd</sup> ) | X |  |
|---------------------------------------|---|--|

|                                  |   |  |
|----------------------------------|---|--|
| Dwight Haynes (4 <sup>th</sup> ) | X |  |
|----------------------------------|---|--|

|                                   |   |  |
|-----------------------------------|---|--|
| Michael Outlaw (4 <sup>th</sup> ) | X |  |
|-----------------------------------|---|--|

A quorum was present and the following business transacted.

Recorder Chris Norman served as recording secretary.

**Others present:** City Attorney Jerry Smith, City Administrator David Travis, Tax Collector Angie Brown, Treasurer Tammy Dotson, Fire Chief Richard Greer, Recorder Chris Norman, Planning and Zoning Director Jason Pilkinton, Senior Activity Center Director Joan Rial, Engineer Bret Stock, Court Clerk Gina Swaner, Assistant Police Chief Todd Christian, and Capt. Eric Chandler and others as indicated on the sign-in sheet.

## Public Comments

1. None

## Business

1. **RESOLUTION #2026-24: A Resolution of the Council of the City of Dickson, Tennessee, opposing legislation to limit a municipality's authority to set property tax rates**

Administrator Travis said there are two bills being considered in the Tennessee General Assembly that would limit the authority of municipalities and counties to determine increases in property taxes or exceed a certified tax rate without holding a referendum. The

resolution expresses the city's opposition to the bills and would be sent to the city's legislative delegation and other representatives.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      | X          |           |                |               |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

**Motion passed 8-0-0**

**1. RESOLUTION #2026-25: A Resolution of the Council of the City of Dickson, Tennessee, in support of proposed changes to statutes regarding annexations**

Administrator Travis said the proposed changes being considered would allow municipalities to annex territory without a referendum if at least 2/3 of the property owners in the proposed area consent, account for more than half the proposed annexation territory and there are 9 or fewer parcels instead of the current requirement that all property owners consent.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           | X              |               |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

**Motion passed 7-0-1**

**1. RESOLUTION #2026-26: A Resolution of the Council of the City of Dickson, Tennessee, opposing proposed changes to state law to allow the carrying of firearms in local public parks**

Administrator Travis said the proposed bill would amend several statutes regarding firearms, including repealing state law that makes it an offense to carrying a weapon in a public park. Mayor Weiss said the bill also would allow persons convicted of stalking or misdemeanor domestic violence to possess a firearm after 5 years.

Motion to approve: Councilperson Levine

Second: Councilperson Perkins

| <b>Roll Call</b>               | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|--------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> ) | X          |           |                |               |

Brett Reynolds (1<sup>st</sup>) X  
 Shane Chandler (2<sup>nd</sup>) X  
 Kyle Sanders (2<sup>nd</sup>) X  
 Stacey Levine (3<sup>rd</sup>) X  
 Horace Perkins III (3<sup>rd</sup>) X  
 Dwight Haynes (4<sup>th</sup>) X  
 Michael Outlaw (4<sup>th</sup>) X

***Motion passed 8-0-0***

**1. RESOLUTION #2026-27: A Resolution of the Council of the City of Dickson, Tennessee, authorizing the Mayor to negotiate and execute a contract for the purchase of property at 206 South Main Street**

Administrator Travis said the city has negotiated with the owner of the property at 206 South Main Street regarding purchasing the property for the City Center project. The resolution would authorize the purchase of the property for a price not to exceed \$450,000 and authorize the Mayor to execute documents for the purchase. Mr. Travis said the city conducted two property appraisals and took into consideration the loss of future income from the rental property in determining a price that the owner has accepted.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

| <b>Roll Call</b>                      | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|---------------------------------------|------------|-----------|----------------|---------------|
| Jason Epley (1 <sup>st</sup> )        | X          |           |                |               |
| Brett Reynolds (1 <sup>st</sup> )     | X          |           |                |               |
| Shane Chandler (2 <sup>nd</sup> )     | X          |           |                |               |
| Kyle Sanders (2 <sup>nd</sup> )       | X          |           |                |               |
| Stacey Levine (3 <sup>rd</sup> )      | X          |           |                |               |
| Horace Perkins III (3 <sup>rd</sup> ) | X          |           |                |               |
| Dwight Haynes (4 <sup>th</sup> )      |            |           | X              |               |
| Michael Outlaw (4 <sup>th</sup> )     | X          |           |                |               |

***Motion passed 7-0-1***

**Adjournment**

With no other business to come before the special session of the council, Mayor Weiss adjourned the meeting at 6:46 pm without objection.

**ATTEST:**

\_\_\_\_\_  
**Chris Norman, RECORDER**

\_\_\_\_\_  
**Don L. Weiss Jr., O.D., MAYOR**

## **ORDINANCE #1578**

### **AN ORDINANCE TO AMEND THE CITY OF DICKSON ZONING ORDINANCE TO ESTABLISH UPDATED DEVELOPMENT STANDARDS AND REGULATIONS PERTAINING TO UNDERGROUND UTILITIES AND STREET LIGHTING, LANDSCAPING AND IRRIGATION REQUIREMENTS, SITE PLAN AND SUBDIVISION SUBMITTAL REQUIREMENTS, INFRASTRUCTURE AND CONSTRUCTION REQUIREMENTS, TRANSPORTATION AND ACCESS DESIGN, DUMPSTER AND SERVICE AREA DESIGN, BUFFER AND OPEN SPACE REQUIREMENTS, PLANNED UNIT DEVELOPMENT (PUD) STANDARDS, BOARD OF ZONING APPEALS - SHORT-TERM RENTALS, REGIONAL DRAINAGE AND STORMWATER, DESIGN REVIEW MAP AREAS, MINI-STORAGE REQUIREMENTS, REZONING COOLING-OFF PERIOD, FLOOD PLAIN / FLOOD WAY DEVELOPMENT, AND FIRE HYDRANTS, AND TO PROVIDE FOR PROPER IMPLEMENTATION THEREOF**

**WHEREAS**, the City of Dickson desires to ensure safe, coordinated, and aesthetically compatible development through comprehensive and consistent zoning regulations; and

**WHEREAS**, the City's Municipal Planning Commission and Board of Zoning Appeals have identified the need for additional clarity on Planned Unit Development (PUD) calculations, short-term rental eligibility, underground utilities, parking lot design, fire marshal and engineering requirements, drainage and stormwater design review, mini-storage and rezoning requirements, floodplain development requirements, and buffer requirements; and

**WHEREAS**, the Council of the City of Dickson, Tennessee, finds that these provisions are necessary to protect public health, safety and welfare and to ensure responsible growth within the City of Dickson.

Now, therefore, **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

#### **SECTION 1. UNDERGROUND UTILITIES AND STREET LIGHTING**

- All electric, communication, and similar utility lines within a major subdivision, a part of a major subdivision, Planned Unit Development, or Cluster Development, shall be installed underground.
- No new overhead electric or communication lines shall be permitted within any subdivision or new development.
- Developers shall provide streetlights with underground conductors in accordance with City standards and utility provider specifications.

#### **SECTION 2. LANDSCAPING AND IRRIGATION REQUIREMENTS**

- All commercial, industrial, and multifamily developments shall provide an automatic irrigation system for all required landscaped areas.
- All landscape plans shall be prepared, signed, and sealed by a Tennessee-registered Landscape Architect for:

- All commercial and industrial developments,
- All multifamily developments, and
- All single-family subdivisions that are a major subdivision, a part of a major subdivision, Planned Unit Development, or Cluster Development.
- All retaining walls shall have a maximum height of ten (10) feet with a setback of five (5) feet with evergreen landscaping buffering.

### **SECTION 3. SITE PLAN AND SUBDIVISION SUBMITTAL REQUIREMENTS**

- Each development submittal shall include an AutoTURN (or equivalent) analysis demonstrating maneuverability for both a fire truck and a sanitation truck.
- An emergency access plan shall be submitted and approved by the Fire Department prior to the issuance of a grading permit.
- A pre-application meeting is required for all development submittals prior to formal application acceptance (may be waived by Planning Director).
- When a traffic study is required, a scoping meeting shall be conducted, and a scoping summary provided, prior to study completion or formal submittal.
- The meeting requestor shall provide a detailed agenda and formal meeting minutes for all meetings held in relation to the proposed development.

### **SECTION 4. INFRASTRUCTURE AND CONSTRUCTION REQUIREMENTS**

- All roads (to binder course) and fire hydrant infrastructure must be installed, commissioned, and active prior to issuance of any vertical construction or building permits. This requirement may be applied on a per-phase basis as approved by the City Engineer.
- A hard-surface driveway apron extending at least twenty (20) feet from the right-of-way line shall be required for all new developments and driveway permit applications.
- All manholes, utility boxes, and similar appurtenances shall be located either:
  - Outside of the pavement section or wheel track, or
  - Centered within the roadway centerline.
- Pavement sections shall conform to the greater of the City's adopted standard detail or a site-specific design prepared and certified by a licensed geotechnical engineer. A letter from the engineer shall be provided certifying the adequacy of the pavement design and identifying any special conditions.
- In residential developments exceeding one (1) acre in total site area, lots shall be graded to pad-ready condition, including driveway grading shown on approved plans.
- Electric, gas, and telecommunications lines shall be designed and shown on the approved utility plans as part of the construction drawing set.
- Dustless surface shall be defined and clarified to mean a hard, sealed, or treated surface that prevents the creation of loose dust in dry conditions and mud in wet conditions (e.g., concrete, asphalt, etc.).

### **SECTION 5. TRANSPORTATION AND ACCESS DESIGN**

- All street intersections shall be aligned; skewed intersections are prohibited unless otherwise approved by the City Engineer based on site constraints.
- A minimum of two (2) parking spaces shall be provided immediately adjacent to all mail kiosk areas or shared site amenity features.

## **SECTION 6. DUMPSTER AND SERVICE AREA DESIGN**

- All dumpster enclosures shall be located out of public right-of-way view and screened with landscaping materials.
- The landscape screening shall maintain clear separation from the enclosure as required by the Fire Marshal for fire access and safety.

## **SECTION 7. BUFFER AND OPEN SPACE REQUIREMENTS**

- **Fifty-Foot Buffer:** No buildings, structures, utilities, driveways, stormwater basins, or other improvements shall be placed within a required fifty-foot (50') buffer, except for approved landscaping and maintenance access as permitted by the Dickson Municipal Planning Commission.

## **SECTION 8. PLANNED UNIT DEVELOPMENT (PUD) STANDARDS**

- **Net Acreage Clarification:** For all PUD applications, the “net acreage” used in density calculations shall exclude all land occupied by detention or retention basins, driveway areas, public or private roads, utility easements, and similar non-buildable areas.
- Clarify buffer requirements, excluding the following:
  - **Buildings and Structures:** No primary buildings or permanent structures are allowed within a required buffer zone.
  - **Parking Areas:** Parking lots and designated parking areas are not permitted.
  - **Active Development/Construction:** Construction activities and the storage of construction materials and equipment are prohibited within the buffer area, which is intended to be an undisturbed or minimally disturbed zone.
  - **Impervious Surfaces (except as noted):** Large areas of impervious surfaces are restricted to maintain the buffer's function of stormwater infiltration and pollutant filtering.
  - **Alteration of Natural Features:** Significant regrading, land clearing, or disruption of natural drainage patterns is not allowed, unless specific permits are obtained for necessary infrastructure like driveways or utility crossings.
- The Dickson Municipal Planning Commission shall verify net developable area at the time of preliminary PUD approval to ensure consistency with density limits and open space requirements.

## **SECTION 9. BOARD OF ZONING APPEALS – SHORT-TERM RENTALS**

- **Local Residency Requirement:** Applications for short-term rental (Airbnb, VRBO, or similar) use permits shall only be accepted from property owners who maintain a primary residence within the City of Dickson or its Urban Growth Boundary.
- Proof of residency shall be required in the form of a driver’s license, voter registration, or the like.
- The BZA shall consider neighborhood compatibility, parking, and emergency access as part of the short-term rental review process.

## **SECTION 10. REGIONAL DRAINAGE AND STORMWATER**

- For large-scale or multi-tenant development projects, a regional drainage scheme may be required on a case-by-case basis as determined by the City Engineer and approved by the Municipal Planning Commission.

**SECTION 11. DESIGN REVIEW MAP AREAS**

- Expand the areas for design review to mirror the Downtown No-on Street Parking Map.
- Downtown Height Limits – Contextual, based on the heights of surrounding buildings (percentage).

**SECTION 12. MINI-STORAGE REQUIREMENTS**

- Remove Climate Control from B-3 so that all mini-storage facilities are in the B-4 zone, without exceptions.
- Mini-storage facilities are subject to the provisions of the Design Review Manual, regardless of zoned location.
- Remove the requirement for the Board of Zoning Appeals to approve mini-storage uses, making them a use permitted by right in the B-4 zone, subject to Planning Commission site plan approval processes.

**SECTION 13. REZONING COOLING-OFF PERIOD**

- Denied rezoning requests for a different zoning classification must wait a minimum of three (3) months before applying to the Municipal Planning Commission.
- Denied rezoning requests shall not be allowed to reapply for a period of twelve (12) months for the same zone request.

**SECTION 14. FLOOD PLAIN/FLOOD WAY DEVELOPMENT**

- Development shall be prohibited in a designated floodway or an AE Flood Zone.

**SECTION 15. FIRE HYDRANTS**

- Maximum distance of fire hydrant to sidewalk (Fire Marshal)

**SECTION 16. EFFECTIVE DATE**

- This Ordinance shall take effect upon final passage and publication, the public welfare requiring it.

**ATTEST:**

\_\_\_\_\_  
**Kimberly Givens, RECORDER**

\_\_\_\_\_  
**Don. L. Weiss Jr., O.D., MAYOR**

Public Hearing: \_\_\_\_\_

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

**PLANNING COMMISSION RECOMMENDATION DATE:** \_\_\_\_\_

**ORDINANCE #1580**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF DICKSON, TENNESSEE, BY REZONING PROPERTIES IDENTIFIED AS TAX MAP 110C, GROUP A, PARCELS 006.00, 006.01, 007.00, 008.00, 009.00, 010.00, 011.00 AND 012.00 FROM B-2 (CENTRAL BUSINESS DISTRICT) AND R-2 (MEDIUM-DENSITY RESIDENTIAL) TO B-2 (CENTRAL BUSINESS DISTRICT) AND REPEALING ANY ORDINANCE OR PART OF AN ORDINANCE IN CONFLICT HEREWITH**

**WHEREAS**, the Dickson County Emergency Communications District board of directors requested to rezone its property at 201 West Chestnut St. (Map 110C, Group A, Parcel 006.01) from R-2 (medium-density residential) to B-2 (central business district), a copy of which is attached as Exhibit A hereto; and

**WHEREAS**, the City of Dickson, Tennessee, wishes to rezone its property contained in the same block from R-2 (medium-density residential) and B-2 (central business district) to all B-2 (central business district) to maintain uniformity in zoning, to wit: Map 110C, Group A, Parcels 006.00, 007.00, 008.00, 009.00, 010.00, 011.00 and 012.00, as shown in Exhibit B attached hereto; and

**WHEREAS**, the City of Dickson Municipal Planning Commission considered such requests at its meetings Feb. 17 and March 17, 2026, and forwarded same to the Dickson City Council with recommendations for approval; and

**WHEREAS**, a public hearing was properly advertised and conducted at the April 6, 2026, Dickson City Council meeting.

Now, therefore, **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The official zoning map of the City of Dickson, Tennessee, is amended to classify all of the following properties as B-2 (central business district):

- Tax Map 110C, Group A, Parcel 006.00;
- Tax Map 110C, Group A, Parcel 006.01;
- Tax Map 110C, Group A, Parcel 007.00;
- Tax Map 110C, Group A, Parcel 008.00;
- Tax Map 110C, Group A, Parcel 009.00;
- Tax Map 110C, Group A, Parcel 010.00;
- Tax Map 110C, Group A, Parcel 011.00; and
- Tax Map 110C, Group A, Parcel 012.00.

**SECTION 2.** Any ordinance or part of ordinances in conflict herewith is repealed.

This ordinance shall take effect 30 days after final passage, the public welfare requiring it.

# REZONING REQUEST

**CITY OF DICKSON  
OFFICE OF PLANNING & ZONING  
600 E. WALNUT STREET  
DICKSON, TN 37055  
(615) 441-9505**

NAME OF PROPERTY OWNER: Dickson County Emergency Communications District

ADDRESS OF OWNER: 201 W Chestnut St Dickson, TN 37055

PHONE NUMBER: (615) 569-8882

ADDRESS OF PROPERTY TO REZONE: 201 W Chestnut St Dickson, TN 37055

MAP & PARCEL #: 110C A 006.01

DEED BOOK: \_\_\_\_\_ PAGE NUMBER: \_\_\_\_\_

NUMBER OF ACRES: 0.85 NUMBER OF LOTS: 1

ZONING OF SURROUNDING PROPERTY: B2, R2

NAMES OF SURROUNDING PROPERTY OWNERS: See Attached

AFFECTED THOROUGHFARES: S Mulberry St, W Chestnut St, W Walnut St

PUBLIC UTILITIES PROVIDED: Water, Sewer, Natural Gas

PRESENT ZONING: R2 REQUESTED CHANGE: B2

## FOR OFFICE USE ONLY

DATE REVIEWED BY PLANNING COMMISSION: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

PUBLIC HEARING BEFORE COUNCIL: \_\_\_\_\_

*Shane Heath*

*3/10/20*

SIGNATURE OF APPLICANT

DATE

# Ordinance #1580 – 911/City of Dickson rezone Exhibit B



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**Don. L. Weiss Jr., O.D., MAYOR**

**ATTEST:**

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**Kimberly Givens, RECORDER**

Public Hearing: \_\_\_\_\_  
Passed First Reading: \_\_\_\_\_  
Passed Second Reading: \_\_\_\_\_

**ORDINANCE #1582**

**AN ORDINANCE TO AMEND TITLE 1, CHAPTER 1, SECTION 1-102 OF THE DICKSON MUNICIPAL CODE WITH REGARD TO AGENDAS FOR CITY COUNCIL AND ALL LOCAL GOVERNING BODY MEETINGS**

**WHEREAS**, the 113<sup>th</sup> Tennessee General Assembly passed and Gov. Bill Lee signed Public Chapter 300 on April 28, 2023, requiring every “governing body” in the State of Tennessee to “reserve a period for public comment to provide the public with the opportunity to comment on matters that are germane to the items on the agenda” for all public meetings and the City Council adopted such in Ordinance #1535 on June 5, 2023; and

**WHEREAS**, the 114<sup>th</sup> Tennessee General Assembly passed and Gov. Bill Lee signed Public Chapter 620 on March 26, 2026, requiring local governing bodies to reserve a period in each public meeting for public comment to provide the public with the opportunity to comment “on any matter that is germane to the jurisdiction of the local governing body, regardless of whether such matter is an item on the agenda for the meeting;” and

**WHEREAS**, Public Chapter 620 defines “local governing body” as “the governing body of an incorporated city or town, county, metropolitan government, school district, regional authority, or other political subdivision of this state other than a state governmental agency or entity.”

Now, therefore, **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** Title 1 General Administration, Chapter 1 City Council, Section 1-102 Order of Business, paragraph (1) of the Dickson Municipal Code is deleted in its entirety and replaced with:

- 1) At each regularly scheduled meeting of the City Council, the following order of business shall be observed unless dispensed with by a majority vote of the members present:
  - I. Call to order by the Mayor or Presiding Officer
  - II. Roll Call by the Recorder or his/her designee
  - III. Public Hearings (if scheduled)
  - IV. Beer Board session (if scheduled)
  - V. Approval of minutes of the previous meeting(s)
  - VI. Public comment on agenda items
  - VII. Old business
  - VIII. New business
  - IX. Other business
  - X. Communications from the Mayor
  - XI. Open public comment period
  - XII. Adjournment

**SECTION 2.** The City of Dickson Public Engagement Policy adopted in Resolution #2023-12 on June 26, 2023, is amended to include a comment period “germane to the item(s) on the

agenda” and an open public comment period “germane to the jurisdiction of the local governing body.”

This ordinance shall take effect after final passage, the public welfare requiring it.

\_\_\_\_\_  
**Don. L. Weiss Jr., O.D., MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Kimberly Givens, RECORDER**

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

**RESOLUTION #2026-23**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE, ACCEPTING THE AUDIT AND REPORT FOR THE FISCAL YEAR ENDING JUNE 30, 2025, AS PREPARED AND PRESENTED BY ALEXANDER THOMPSON ARNOLD PLLC AND SUBMITTING SAME TO THE OFFICE OF THE COMPTROLLER OF THE STATE OF TENNESSEE**

**WHEREAS**, Tennessee Code Annotated § 6-56-105(a) requires the governing body of each municipality to cause an annual audit to be made of the accounts and records of all departments, boards and agencies under its jurisdiction that receive and disburse funds; and

**WHEREAS**, the completed audit and accompanying reports and findings must be submitted to the Mayor, each member of the City Council and the Comptroller of the State of Tennessee; and

**WHEREAS**, the Council of the City of Dickson, Tennessee, has contracted the services of Alexander Thompson Arnold PLLC of Jackson, Tennessee, to conduct the annual audit for the fiscal year ending June 30, 2025; and

**WHEREAS**, said audit has been completed and copies presented to the Mayor and Council for review.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** The audit prepared by Alexander Thompson Arnold PLLC for the fiscal year ending June 30, 2025, is hereby accepted.

**SECTION 2.** A copy of the audit shall be kept on file with the Treasurer of the City of Dickson and available for public review from the Recorder of the City of Dickson.

**SECTION 3.** A copy of the audit shall be submitted to the Office of the Comptroller of the State of Tennessee in accordance with the requirements of Tennessee Code Annotated.

Approved this 6th day of April, 2026.

\_\_\_\_\_  
**Don L. Weiss Jr., O.D., MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Chris Norman, RECORDER**

**RESOLUTION #2026-28**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE, TO RATIFY THE DICKSON COUNTY URBAN GROWTH PLAN AS RECOMMENDED BY THE DICKSON COUNTY GROWTH PLAN COORDINATING COMMITTEE**

**WHEREAS**, pursuant to Tennessee Code Annotated §§ 6-58-101 *et seq.*, Dickson County and the municipalities located therein are vested with the authority to adopt a comprehensive growth policy (“Growth Plan”) outlining anticipated development; and

**WHEREAS**, pursuant to TCA § 6-58-102, the purpose of said law and the Growth Plan is explained as follows:

With this act, the General Assembly intends to establish a comprehensive growth policy for this state that:

- Eliminates annexation or incorporation out of fear;
- Establishes incentives to annex or incorporate where appropriate;
- More closely matches the timing of development and the provision of public services;
- Stabilizes each county’s education funding base and establishes an incentive for each county legislative body to be more interested in education matters; and
- Minimizes urban sprawl.

**WHEREAS**, Dickson County and the municipalities located therein last adopted a Growth Plan approximately twenty (20) years ago; and

**WHEREAS**, the need to revise and adopt an updated Growth Plan has become manifestly apparent; and

**WHEREAS**, the Growth Plan Coordinating Committee was convened on December 19, 2025, and, pursuant to TCA § 6-58-104, prepared a Growth Plan in accordance with TCA §§ 6-58-101 *et seq.*; and

**WHEREAS**, the Council of the City of Dickson, Tennessee, conducted a public hearing on March 2, 2026, and approved Resolution #2026-17 ratifying the changes proposed to the City of Dickson’s portion of the Dickson County Growth Plan; and

**WHEREAS**, the Dickson County Growth Plan Coordinating Committee conducted two (2) public hearings in accordance with TCA § 6-58-104; and

**WHEREAS**, the Growth Plan Coordinating Committee submitted the Growth Plan to Dickson County and the participating municipalities located therein on March 17, 2026, for consideration by each jurisdiction; and

**WHEREAS**, the City of Dickson, Tennessee, is required, pursuant to TCA § 6-58-104, to ratify or reject the Growth Plan as submitted and recommended by the Growth Plan Coordinating Committee; and

**WHEREAS**, upon review of the Growth Plan and associated map outlining the urban growth areas for the various municipalities and the planned growth areas for Dickson County, the Council of the City

of Dickson, Tennessee, approves and ratifies the Growth Plan as submitted and recommended by the Growth Plan Coordinating Committee.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, meeting in regular session on the sixth day of April, 2026, that:

**SECTION 1.** The City of Dickson adopts and ratifies the Growth Plan, attached hereto and incorporated herein, as submitted and recommended by the Growth Plan Coordinating Committee in accordance with TCA §§ 6-58-101 *et seq.*

**SECTION 2.** This Resolution be appended to the Growth Plan, and that the Dickson County Growth Plan Coordinating Committee is hereby directed, upon passage of this Resolution by all applicable jurisdictions, to submit the Growth Plan to the Local Government Planning Advisory Committee for approval in accordance with TCA §§ 6-58-101 *et seq.*

**SECTION 3.** This Resolution shall take effect only upon the passage of the Growth Plan by all participating jurisdictions, being Dickson County, City of Dickson, Town of White Bluff, Town of Burns and the City of Charlotte (the Town of Vanleer and the Town of Slayden chose not to participate). If any participating jurisdiction does not adopt and ratify the Growth Plan, as submitted, then this Resolution shall be of no effect and considered a rejection of the Growth Plan pursuant to TCA § 6-58-104.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 6th day of April, 2026.

**ATTEST:**

\_\_\_\_\_  
**Chris Norman, RECORDER**

\_\_\_\_\_  
**Don L. Weiss Jr., O.D., MAYOR**

**APPROVED AS TO LEGALITY AND FORM:**

\_\_\_\_\_  
**Jerry V. Smith, Attorney**

# DICKSON COUNTY

## GROWTH PLAN 2026



## COORDINATING COMMITTEE

Mayor Bob Rial, Dickson County

Mayor Don L. Weiss, Jr., City of Dickson

Mayor Stephanie Murrell, Town of White Bluff

Mayor Daryl “Rusty” Grove, Town of Burns

Mayor Garland Breeden, City of Charlotte

Curtis Hayes, County Mayor Representative

Star Moore, County Mayor Representative

David Travis, City of Dickson Representative

Cooper Morris, City of Dickson Representative

Steve Haley, Dickson County School Board Representative

Darrell Gillespie, Dickson Electric System Representative

Michael Rogers, Water Authority of Dickson County Representative

Lisa Holley, Dickson County Chamber of Commerce Representative

Randy Simpkins, Dickson County Soil Conservation District Representative

## PARTICIPATING JURISDICTIONS

Dickson County

City of Dickson

Town of White Bluff

Town of Burns

City of Charlotte

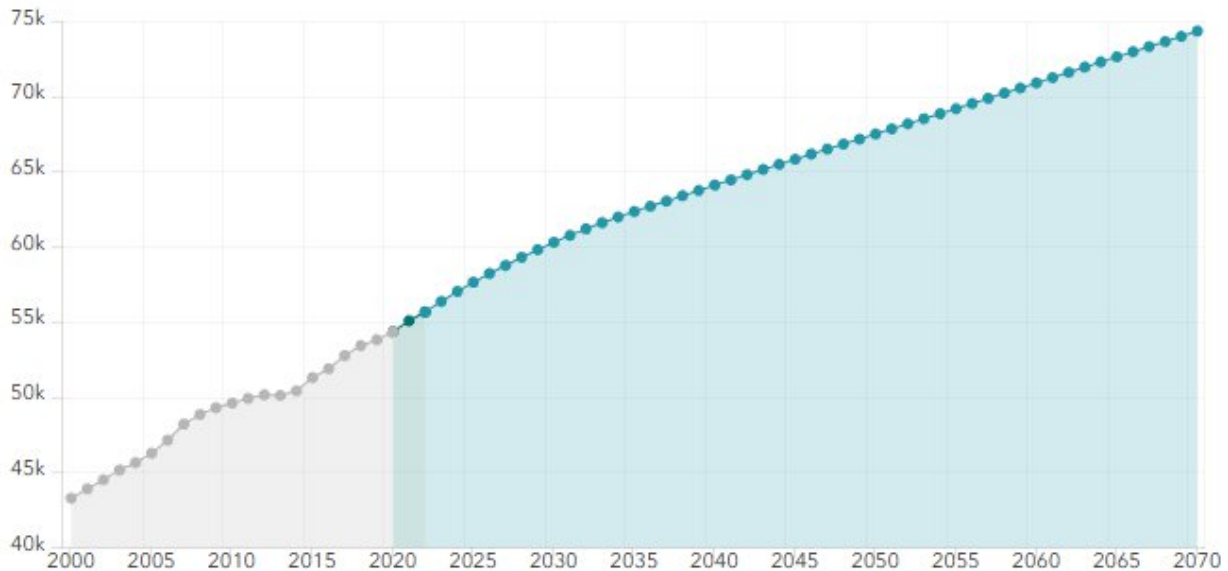
# Chapter 1:

## BACKGROUND

With a population increase of approximately 16% from 2010 to 2025 (49.7k to 57.7k) per the University of Tennessee Boyd Center for Business and Economic Research and

another 11% growth rate projected from 2025 to 2040 (15% from 2022 to 2040), Dickson County ranks as one of the faster growing counties in Tennessee.

#### Estimated and Projected Population



The population figures underscore the need for the jurisdictions within Dickson County to plan collaboratively, so that future growth can be responsibly managed in a way that is:

- Fiscally responsible;
- Reflective of the current and future provision of infrastructure; and
- Consistent with community values.

To that end, Dickson County, the City of Dickson, the Town of White Bluff, the Town of Burns, and the City of Charlotte, as well as the Dickson County Coordinating Committee, are proposing this amendment to the Dickson County Growth Plan (“Growth Plan”), originally adopted in 2000, as amended, pursuant to Tenn. Code Ann. § 6-58-101 *et seq.*<sup>1</sup>

#### EXISTING GROWTH PLAN

The Dickson County Growth Plan, originally adopted in 2000 and amended in 2011, depicts the following:

**Urban Growth Boundaries (UGBs)** – These are areas outside of and surrounding the incorporated boundaries of the municipalities that are projected to accommodate future growth and which are envisioned as becoming part of the municipality in the future;

---

<sup>1</sup> The Town of Vanleer and the Town of Slayden elected to not participate in the amendment to the Growth Plan and keep their existing Urban Growth Boundaries.

**Rural Areas** – These are areas in the unincorporated County and outside of UGBs that are intended to remain rural in nature; and

**Planned Growth Areas (PGAs)** – These are areas in the unincorporated County and outside of the UGBs where a higher level of growth is anticipated than in the surrounding Rural Areas.

#### THE NEED TO UPDATE THE GROWTH PLAN

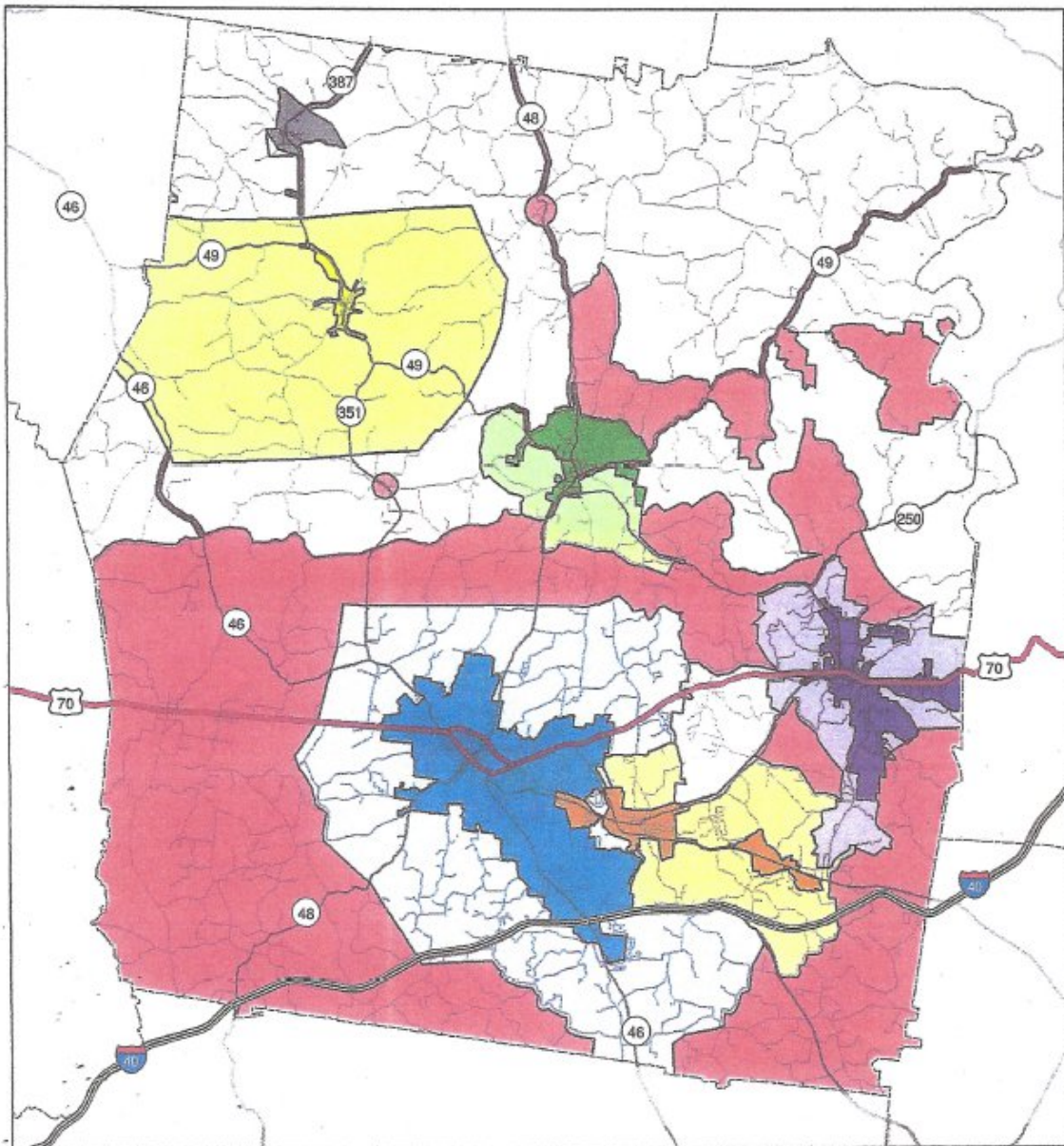
As mentioned hereinabove, the existing Dickson County Growth Plan is a quarter-century old, with amendments after the original adoption only addressing minor areas. In the intervening years, Dickson County has experienced significant population and employment growth, and in the case of several jurisdictions, land use policies have evolved significantly.

Infrastructure plans have continued to evolve dictating the location of future growth to a large extent.

Furthermore, Dickson County, the City of Dickson, the Town of White Bluff, and the Town of Burns engaged in a collaborative effort to adopt the 2043 Dickson County Comprehensive Plan, which is, in part, a basis for this amendment to the Dickson County Growth Plan

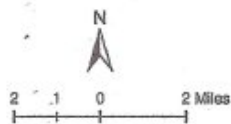
Finally, the existing Dickson County Growth Plan was not created used GIS mapping standards, and the amended Growth Plan maps the entire county using GIS mapping, which will create greater certainty for planning purposes and collaborative efforts between the jurisdictions and utilities in the future.

For these reasons, the participating jurisdictions within Dickson County are proposing to amend the Dickson County Growth Plan. The current Dickson County Growth Plan Map is the following:



## GROWTH PLAN

### DICKSON COUNTY, TENNESSEE



Map Prepared By:  
 Department of Economic and Community Development  
 Local Planning Assistance Office  
 Nashville, TN  
 Geographic Information Systems

Map printed: April 29, 2011  
 This map is not to be used for engineering purposes.

- |                |              |                               |
|----------------|--------------|-------------------------------|
| Burns          | Dickson UGB* | White Bluff                   |
| Burns UGB*     | Slayden      | White Bluff UGB*              |
| Charlotte      | Slayden UGB* | Planned Growth Area           |
| Charlotte UGB* | Vanleer -    | Rural Area                    |
| Dickson        | Vanleer UGB* | <p>*Urban Growth Boundary</p> |

ILLUSTRATION 4A

# Chapter 2:

## PROCESS

### MAYORS GROWTH EVALUATION

In 2025, the Mayors of the participating jurisdictions met to discuss the future needs of the jurisdictions and to evaluate appropriate locations for future growth based upon location, population, and infrastructure and access.

### FORMAL GROWTH PLAN UPDATE PROCESS

#### **FORMAL GROWTH PLAN UPDATE PROCESS**

The process of developing this update to the Growth Plan included the following steps:

- 1. ESTABLISHMENT OF THE GROWTH PLAN COORDINATING COMMITTEE:** The membership of the Coordinating Committee was established consistent with Tennessee Code Annotated Section 6-58-104, and the initial meeting of the Coordinating Committee took place on March 12, 2026. Please see the Acknowledgments page for a listing of the Committee members.
- 2. INDIVIDUAL JURISDICTION PUBLIC HEARINGS:** Each participating jurisdiction held two Public Hearings regarding the proposed amendments to their UGB's and, in the case of the County, the proposed amendments to its PGA's and Rural Areas. These Public Hearings took place in January, February, and March of 2026.
- 3. INDIVIDUAL JURISDICTION MAPS SUBMITTED TO COORDINATING COMMITTEE:** Following the individual Public Hearings described above, each participating jurisdiction submitted its recommended amendments to the Coordinating Committee. Each participating jurisdiction's proposed amendment is attached hereto and incorporated herein as Exhibit "A".
- 4. PREPARATION OF DRAFT REVISED GROWTH PLAN:** Based upon the proposals from the various jurisdictions and the public comment that had been received, the Coordinating Committee prepared a consolidated draft revised Growth Plan.
- 5. COORDINATING COMMITTEE PUBLIC HEARINGS:** The Coordinating Committee held Public Hearings on March 12, 2026 and March 17, 2026 to solicit

comments from the public regarding the amendment to the Dickson County Growth Plan.

- 6. REFINEMENT AND APPROVAL OF RECOMMENDED GROWTH PLAN:** Based upon the public comments received at the Coordinating Committee Public Hearings and upon discussion among the Committee, a recommended Growth Plan was finalized and approved by the Committee. This approval took place on March 17, 2026.
- 7. ACTION ON RECOMMENDED GROWTH PLAN:** The Resolutions approving the amendment to the Dickson County Growth Plan by the participating jurisdictions, as well as the resolutions of the non-participating jurisdictions, will be attached hereto and incorporated herein as Exhibit “B”. The final Growth Plan Map is attached hereto and incorporated herein as Exhibit “C”.
- 8. APPROVED GROWTH PLAN TRANSMITTED TO TENNESSEE LOCAL GOVERNMENT PLANNING ADVISORY COMMITTEE FOR APPROVAL:** *To be written at a later date.*

## Chapter 3:

### PROPOSED GROWTH PLAN

This amended Growth Plan consists of the following two key elements:

The **Growth Plan Map**, which depicts the revised boundaries for the UGBs, PGA's and Rural Areas; and

A set of **Goals** designed to make the system of UGBs, PGAs and Rural Areas work more effectively.

## **PROPOSED GROWTH PLAN MAP**

The Proposed Growth Plan Map (See Exhibit "C") is the result of a collaborated growth planning effort, involving each of the seven jurisdictions within the County, geared toward identifying appropriate areas for future growth. This effort has resulted in revised UGBs, PGAs and Rural Areas, based on a 20-year planning horizon, and taking into account population projections and the costs of providing infrastructure and other services, among other factors.

## **PROPOSED GOALS AND STRATEGIES**

**GOAL 1:** Ensure that the system of urban growth boundaries (UGBs), planned growth areas (PGAs) and Rural Areas function as optimally as possible.

**GOAL 2:** Continue the practice of collaborative, multi-jurisdictional planning on an ongoing basis.

# Chapter 4:

## CONCLUSION

This Growth Plan represents a collaborative vision for the location of future growth within Dickson County that can be served by adequate and timely infrastructure, thereby helping to preserve rural character in outlying areas. In addition to the Growth Plan Map, which defines these areas, the Plan contains Goals geared toward helping the system of Urban

Growth Boundaries (UGBs), Planned Growth Areas (PGAs), and Rural Areas work as effectively as possible.

The Growth Plan is intended to be a fluid document and should be examined at least every five years to determine whether changing conditions warrant amendments to the Plan.

# **EXHIBIT A**

# Dickson County

## Planned Growth Area

- Dickson PGA - Unchanged
- Dickson PGA - Expansion
- Dickson PGA - Relinquish
- Parcels



0 7,000 14,000  
Feet

1" = 7,000'

Source: Data provided by Dickson County Municipalities, GNRC, and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

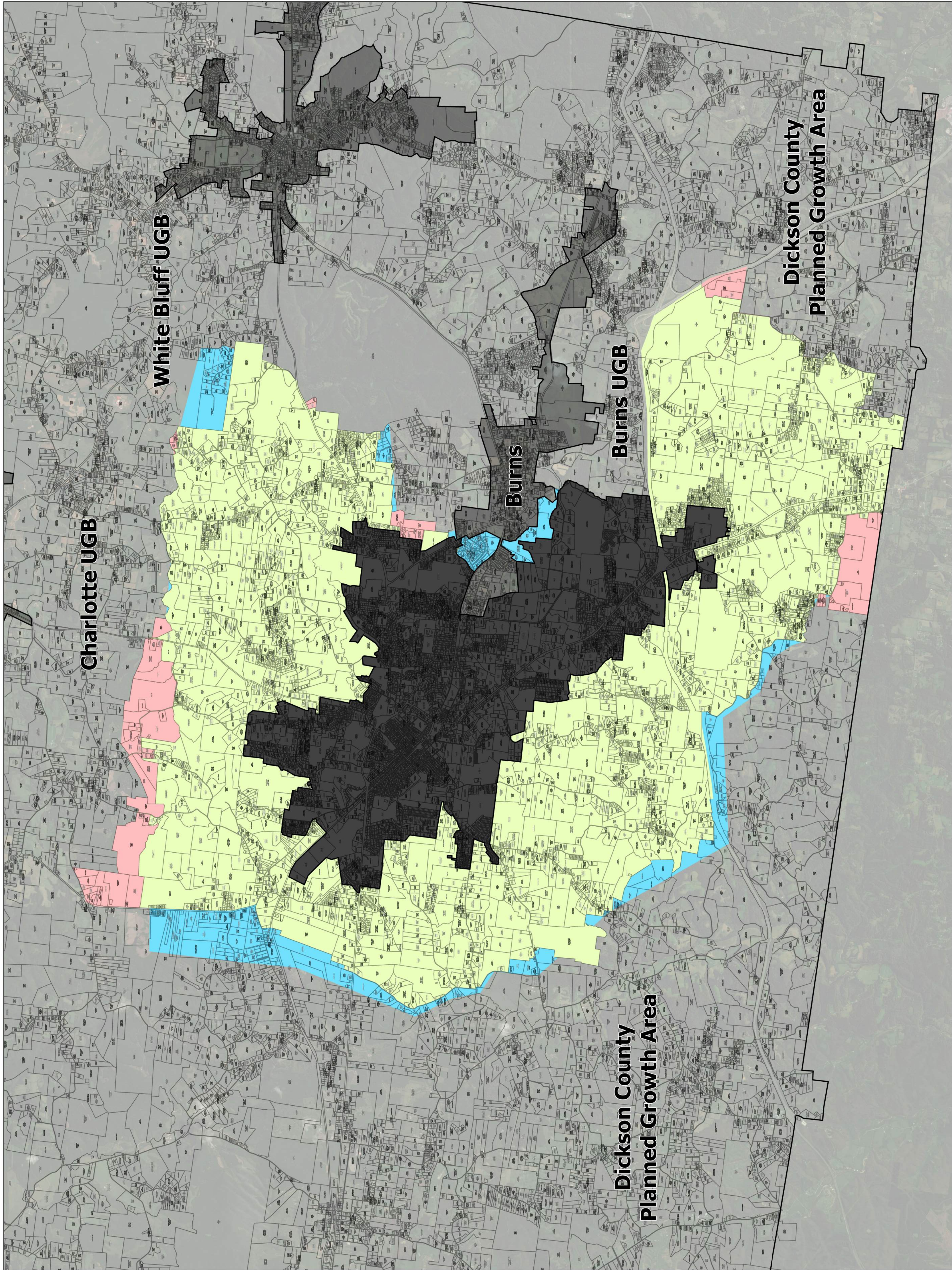
Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Map Published: March 17, 2026



# Dickson

Urban Growth  
Boundary



Dickson UGB - Unchanged

Dickson UGB - Expansion

Dickson UGB - Relinquish

Dickson City Limits

Parcels



0 3,500 7,000  
Feet

1" = 3,500'

Source: Data provided by Dickson County Municipalities, GNRC, and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

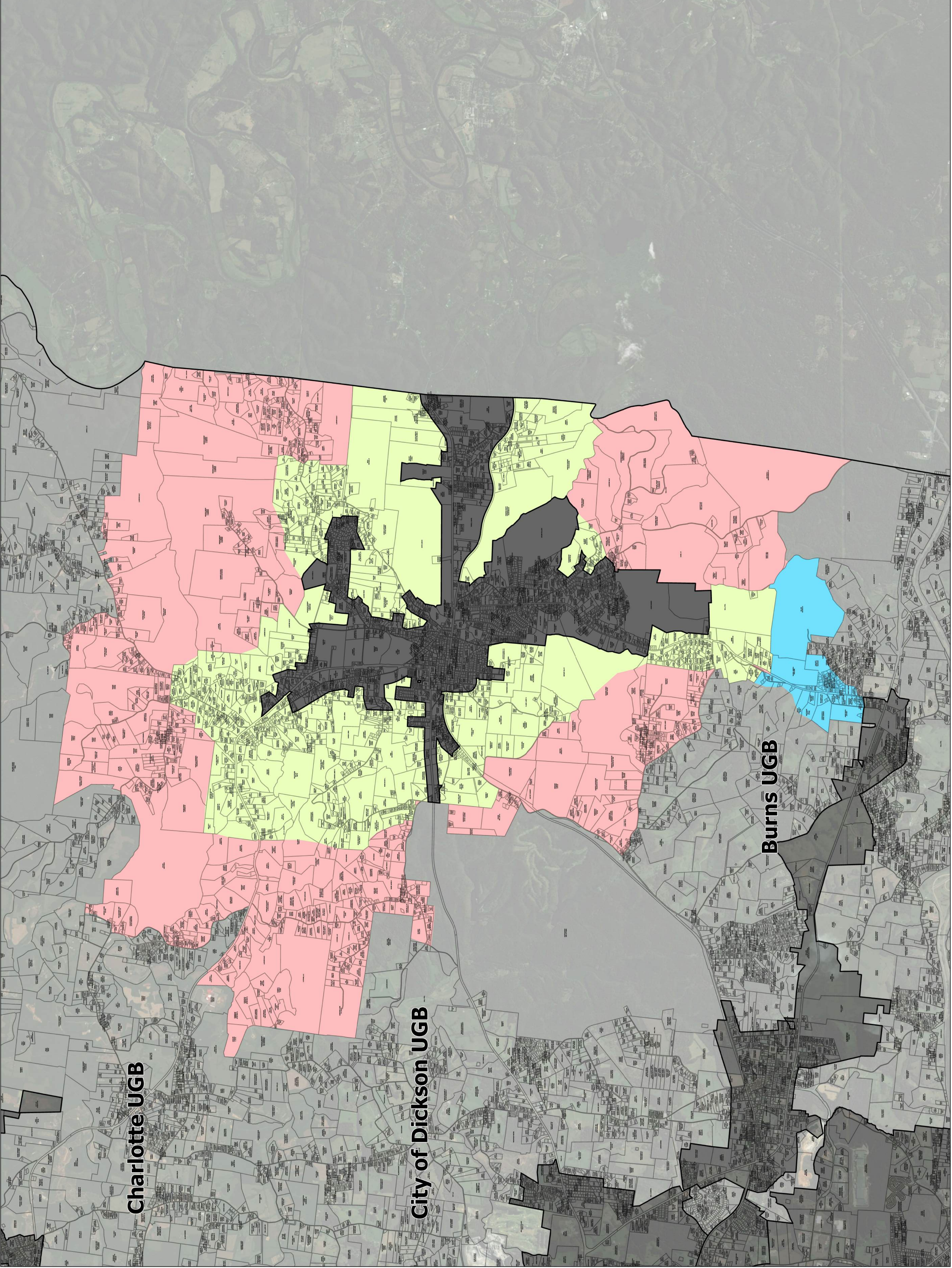
Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Map Published: March 16, 2026



OHM

# White Bluff Urban Growth Boundary



White Bluff UGB - Unchanged

White Bluff UGB - Expansion

White Bluff UGB - Relinquish

White Bluff City Limits

Parcels



0 2,500 5,000  
Feet

1" = 2,500'

Source: Data provided by Dickson County Municipalities, GNRC, and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet  
Map Published: March 16, 2026



OHM

# Burns

## Urban Growth Boundary

- Burns UGB - Unchanged
- Burns UGB - Expansion
- Burns UGB - Relinquish
- Burns City Limits
- Parcels



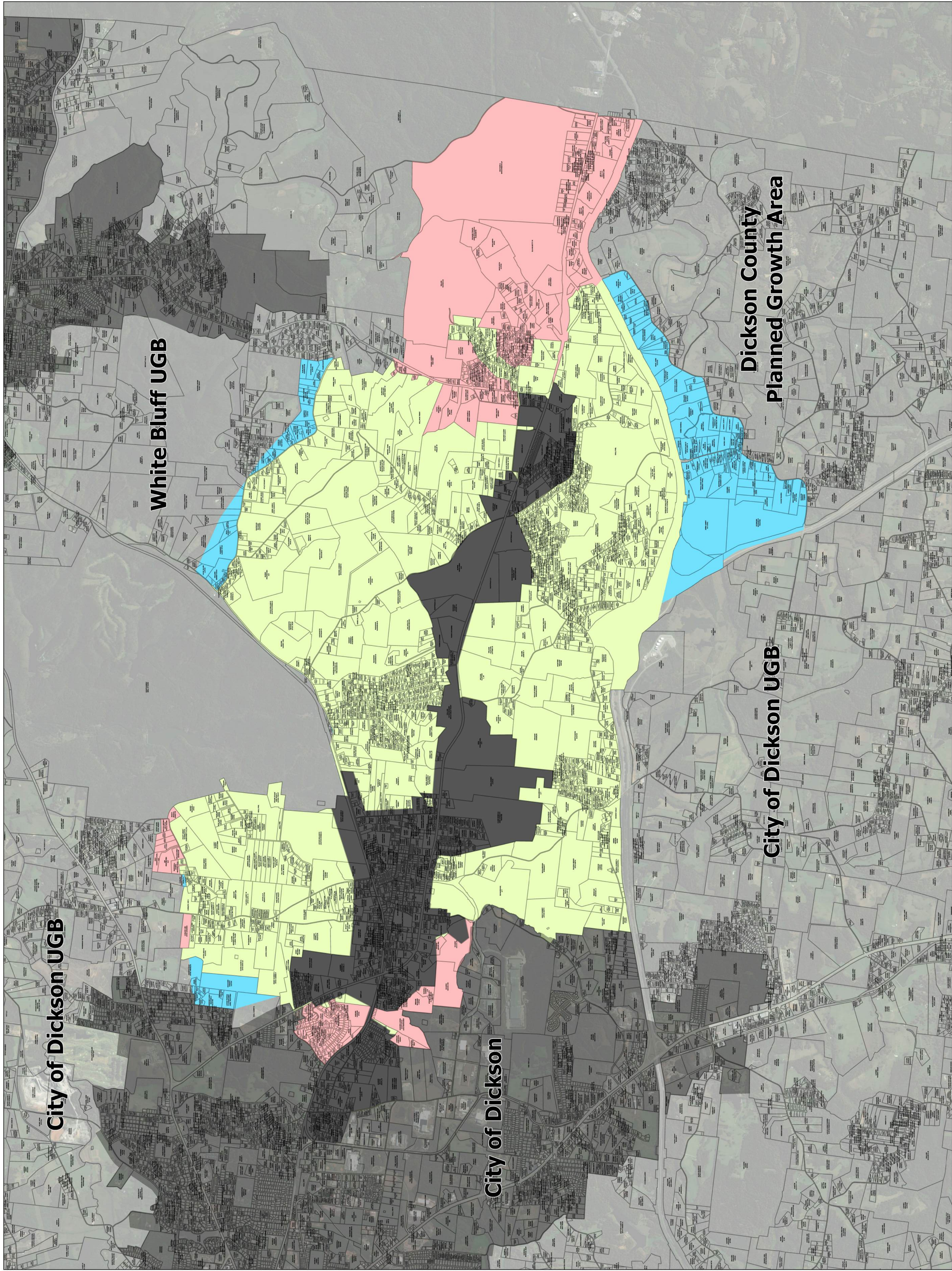
0 2,000 4,000  
Feet  
1" = 2,000'

Source: Data provided by Dickson County Municipalities, GNRC, and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet  
Map Published: March 16, 2026



OHM



# Charlotte

## Urban Growth Boundary

Charlotte UGB - Unchanged

Charlotte UGB - Expansion

Charlotte City Limits

Parcels

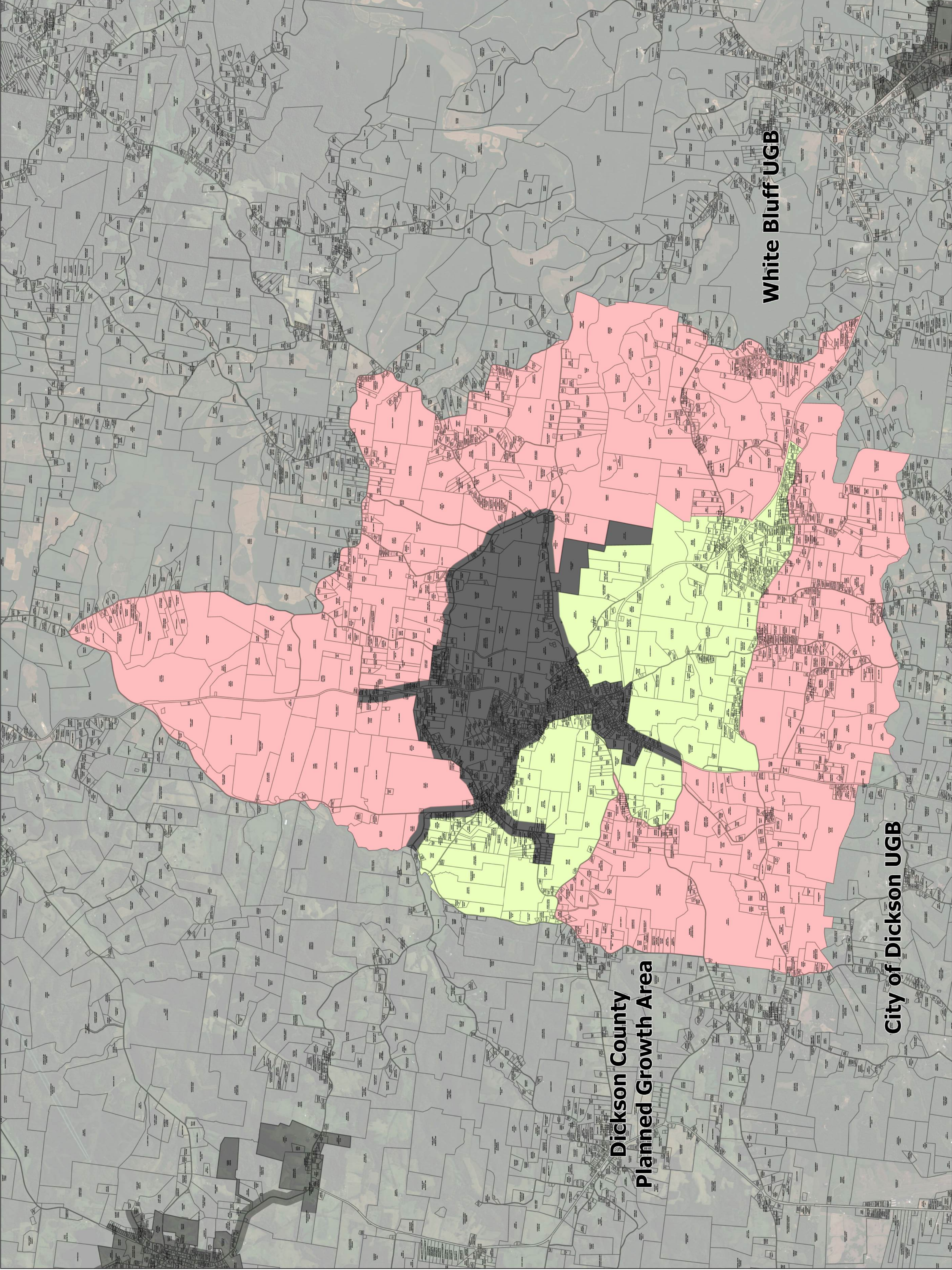


0 2,250 4,500  
Feet

1" = 2,250'

Source: Data provided by Dickson County Municipalities, GNRC, and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet  
Map Published: March 16, 2026



# **EXHIBIT B**

# **EXHIBIT C**

# Dickson County

## Urban Growth Areas

- Burns City Limits
- Burns UGB
- Charlotte City Limits
- Charlotte UGB
- County Planned Growth
- Dickson City Limits
- Dickson UGB
- Slayden City Limits
- Vanleer City Limits
- Vanleer UGB
- White Bluff City Limits
- White Bluff UGB
- Jurisdiction
- Parcels



0 7,000 14,000  
Feet

1" = 7,000'

Source: Data provided by Dickson County Municipalities, GNRC, and OHM Advisors. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Tennessee FIPS 4100 Feet

Map Published: March 17, 2026



OHM

**RESOLUTION #2026-29**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE, TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROPOSAL FOR SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING SERVICES FOR THE CITY CENTER PROJECT UNDER A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST, LLC**

**WHEREAS**, on Aug. 4, 2025, the Dickson City Council approved Resolution #2025-45 to enter into a contract with ECS Southeast, LLC for On-Call Geotechnical Engineering Services for various projects; and

**WHEREAS**, the City of Dickson, Tennessee, is currently considering a project to construct a new City Center in the general area of the current Municipal Building at 202 South Main St.; and

**WHEREAS**, as part of its due diligence, the City of Dickson wants to conduct subsurface exploration and geotechnical engineering analyses; and

**WHEREAS**, ECS Southeast, LLC proposes to perform said services for the project area identified in the proposal attached hereto.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** ECS Proposal No. 26:15037 to provide subsurface exploration and geotechnical engineering services for the proposed City Center project, attached hereto, is accepted and approved.

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute said proposal and any and all documents and instruments necessary for its implementation.

**SECTION 3.** Payment for the services described in the ECS Proposal and any optional services determined to be necessary is authorized subject to the terms and conditions contained therein.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 6th day of April, 2026.

**ATTEST:**

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**Chris Norman, RECORDER**

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**Don L. Weiss Jr., O.D., MAYOR**



# ECS Southeast, LLC

Proposal for Subsurface Exploration and Geotechnical  
Engineering Services

Dickson City Center Development

206 West Chestnut  
Dickson, Tennessee

ECS Proposal No. 26:15037

March 31, 2026





March 31, 2026

Mr. Cooper Morris  
City of Dickson  
600 East Walnut Street  
Dickson, Tennessee 37055

ECS Proposal No. 26:15037

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services  
**Dickson City Center Development**  
206 West Chestnut  
Dickson, Tennessee

Dear Mr. Morris:

As requested, ECS Southeast, LLC (ECS) is pleased to provide the following lump sum proposal for subsurface exploration and geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of the Request for Proposals by kpff, dated March 20, 2026. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

### **PROJECT BACKGROUND INFORMATION**

In preparing this proposal, we have reviewed the information provided and discussed the overall project with your firm. We have also reviewed the available geologic and geotechnical information in our files in vicinity of the site.

#### **Existing Site Conditions**

The project site is located at 202 South Main Street in Dickson, Tennessee. Existing conditions include the site of the current Municipal Building and surrounding parking areas. The proposed improvement area includes the area between the existing Municipal Building and War Memorial Building and is currently bisected by South Main Street.

#### **Project Description**

We understand the proposed project will include the construction of three buildings structurally separated by expansion joints including a City Hall, Police Station, and City Council. The Police Station will be a 3-story composite steel structure. The City Hall will be a 2-story composite steel structure. The connecting City Hall atrium will be a 1-story, 45' tall mass timber structure. The proposed finished floor elevation of the planned structures were known at the time that this proposal was prepared. Structural building loads provided are below:

- Maximum column loads of approximately 300 kips

Based on the existing and proposed grades, it appears that the maximum cuts and fills will be on the order of 15 feet to reach design grades.

## SCOPE OF SERVICES

Our integrated services will include drilling borings by drilling crews based on instructions provided by ECS. Our services will also include laboratory testing of representative soil samples, and engineering analyses presented in a site-specific engineering report.

### Utility Clearance

Per state law, we will contact Tennessee 811 the public utility to locate underground utilities at the site. Typically, Tennessee 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. The risk of hitting utilities that Tennessee 811 did not mark can be reduced by engaging a private utility locating service. The risks include hitting gas lines, electrical lines, fiber optic lines, and many other utility service lines. This can result in electrocution, gas leaks or explosions, loss of services to businesses as well as tremendous costs for lost business, interruption of service, and repair along with potential legal liability.

We **have not** included the cost of a private utility line locator in our “Base Services”. If private utilities are present that were not identified by the public system, we can provide a private utility line locator to reduce your liability for a lump sum fee of \$ 1,800. Please read the following section on private utility locator services and, if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Private utility locator services can aid in identifying utilities that incorporate significant iron content in the conduit materials. However, utilities without significant ferrous (iron) content are more difficult to detect. These include most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, irrigation lines, etc.

Using a private utility locator does not guarantee that all utilities will be identified. However, this service lowers the risk and potential liability of the client while also protecting the safety of our field exploration crews.

We will coordinate our exploration locations around marked utilities and utilities pointed out to us by the owner/client. However, we will not be responsible for any utilities not marked or not pointed out to us by the landowner or client.

### Site Access

Based on our review of available aerial photography, the site appears to be generally accessible to the propose exploration equipment. Portions of the proposed structure are within the footprint of the existing Municipal Building. We anticipate that no clearing will be required to provide drill rig access to the proposed soil test borings. If site clearing is required and authorized, indicate your request for their services on the attached Proposal Acceptance sheet. Please note that minimum 10-foot-wide cleared paths will result. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths.

Additionally, any existing pavements may require coring to access the subgrade. The price for coring at the proposed boring locations has been included in our fee.

Regarding site access, we have made the following assumptions:

- This proposal assumes that no special permits or work outside of normal working hours will be required.
- Landowner notification will be provided by the client. ECS will work with the project team in providing site access diagrams for the drill rig as needed, but actual coordination with landowners to obtain access permission will be provided by the client.
- Parking within the work areas will be blocked off prior to our arrival. ECS cannot be held responsible for damage to, nor the cleanliness of, vehicles not moved from the work area.
- Traffic control (signage, flaggers, arrow boards, etc.) is not required for drilling on or near existing streets or roadways.

### Field Exploration

ECS proposes to perform the following in general accordance with the local standards and practices listed:

- a. Field locate the test locations and ground surface elevations by handheld GPS.
- b. Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- c. Mobilize a truck or an All-Terrain Vehicle (ATV) mounted drilling rig to the site.
- d. Perform soil test borings (ASTM 1586 Standard Sampling) at the approximate locations shown on the figure below.



Figure 1: Proposed Boring Location Diagram

| BORING NO.       | PROPOSED STRUCTURE /SITE FEATURE | PROPOSED DRILLING                        | ESTIMATED LINEAR FEET OF DRILLING |
|------------------|----------------------------------|--|-----------------------------------|
| B-1 through B-6  | Structures                       | 6 SPT* Borings to refusal/4' rock coring | 180/16 R.C                        |
| B-7 through B-10 | Parking/Retaining Wall           | 4 SPT* Borings @ 20 ft deep              | 80                                |
|                  |                                  | <b>Total Drilling Footage</b>            | <b>260</b>                        |

\*Standard Penetration Test

- e. Measure the depth of groundwater within each exploration location at the time of drilling.
- f. Obtain bulk samples of auger cuttings from select borings for laboratory testing.

The explorations will be extended to the depths listed above or to mechanical refusal (shallow rock or other impenetrable obstructions), whichever occurs first.

### Site Departure Conditions

Upon completion of subsurface exploration, we will backfill each of the locations with the soil removed and mound the excess spoils back up over the test location. In pavement areas, we will patch the asphalt or concrete surface with cold mix asphalt patch or quick setting concrete of an equivalent or greater thickness. Some post drilling settlement of the boreholes should be expected and may require future maintenance to repair any settlement and prevent a tripping hazard. This maintenance is not included in our scope of services or fees. No other restoration will be provided. ECS will not be responsible for restoration of, but not limited to the following: grass, shrubs, trees, flower beds, or ruts caused by drilling operations. The client must communicate areas that must not be disturbed in advance of field operations.

Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement, gravel-covered, grass-covered areas, including the possible cutting of trees, or running over of brush and understory in wooded areas might occur. We will attempt to limit such disturbance; however, we have not budgeted for site repairs including filling of tire ruts, seeding of lawn areas, replacement of bushes or the planting of trees, etc. If necessary, additional site repairs can be provided at an additional cost.

If site clearing is required and authorized, please note that minimum 10-foot-wide cleared paths will be made. We will attempt to limit disturbance, but felled trees and cleared underbrush should be anticipated in cleared paths. Our cost estimate does not include any restoration of cleared areas, moving/chipping of felled trees, etc. If there are any areas where clearing is not to be performed (such as in Resource Protection Areas (RPA), wetlands, or other areas), those areas must be clearly marked on plans provided to us and should be delineated in the field with flagging prior to our mobilization to the site. ECS cannot be responsible for disturbance of sensitive or restricted areas not identified in this manner.

### Laboratory Testing

Upon completion of field exploration operations, the samples will be returned to our laboratory for further identification, visual classification, and testing. Laboratory testing may include the following:

| LABORATORY TEST          | QUANTITY |
|--------------------------|----------|
| Natural Moisture Content | 72       |
| Gradation Analysis       | 3        |
| Atterberg Limits         | 3        |

### Engineering Report

Upon completion of the field exploration, laboratory testing, and engineering analyses, we will prepare a written engineering report that will include:

- a. A review of published soils mapping and/or geologic information.
- b. Observations from our site reconnaissance and personnel on the drill rig, including current site conditions, surface drainage features, and surface topographic conditions, and/or available satellite imagery.
- c. A description of the field exploration and laboratory tests performed.
- d. A site location diagram and a field exploration diagram.
- e. Final logs of the soil borings in accordance with industry standard practices for geotechnical engineering. Elevations will be interpolated from civil drawings or referenced from topographic information that you supply.
- f. The results of the laboratory tests will be plotted on the final exploration logs and/or included on separate test report pages.
- g. Discussion of the subsurface materials encountered along with groundwater conditions observed.
- h. Subsurface cross sections/profiles may be included that graphically represent the subsurface conditions.
- i. Recommendations for appropriate shallow foundation system and their allowable bearing pressures as well as estimates of predicted foundation settlement. If required, we will provide recommendations for intermediate foundations, ground improvement options, or deep foundations in the event estimated settlements of shallow foundations are not tolerable.
- j. Recommendations for slab-on-grade/structural floor slabs including recommendations for subgrade improvements and underslab subdrainage recommendations, as necessary.
- k. Design and construction recommendations for below-grade walls, including lateral earth pressures.
- l. Design and construction recommendations for site retaining walls, including lateral earth pressures, sliding resistance coefficients, and allowable bearing pressures.
- m. Evaluation of the on-site soil characteristics and a discussion of their reuse as engineered fill to support grade slabs and pavements. We will also include compaction recommendations and earthwork material guidelines.
- n. Recommended preliminary flexible pavement (asphalt) and rigid pavement (concrete) based on estimated CBR values and estimated traffic loading.
- o. Recommendations for seismic site classification in accordance with the International Building Code (IBC 2024).
- p. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

## OPTIONAL SERVICES

In addition to the scope of services described above, we can incorporate additional services to benefit your project greatly. We have provided a summary of each optional service below for your consideration. If you would like us to perform any of the optional services listed below, please indicate so in the space provided on the Proposal Acceptance page.

### Seismic Site Classification Testing

The International Building Code (IBC 2024) governing building design requires the geotechnical engineer to render an opinion on the Seismic Site Class Definition. The Site Class can be assessed using conventional soil boring data; however, this approach often results in conservative Site Class definitions. A conservative or “soft soil profile” Site Class definition can add significant costs to some building’s structural and/or mechanical elements.

ECS utilizes geophysical testing equipment to evaluate the seismic shear wave velocities of the site soils and rock, if present, to a depth of up to 100 feet. The test is performed at the existing ground surface and utilizes geophones laid out along predetermined lines. Using this testing method often yields a more representative and less conservative Site Class than using conventional soil boring data. We utilize the Refraction Microtremor (ReMi) method that can evaluate seismic shear velocities from the ground surface to a depth exceeding 100 feet. The data will be processed using SeisOpt® ReMi™ software to establish a one-dimensional average shear-wave (S-wave) structure, which will yield the Site Class. Given the soil types in the area and type and height of buildings, we believe that the ReMi testing will benefit the project.

## FEE

ECS will provide the services outlined in this proposal (“Base Services”) for a lump sum fee of **\$15,500**, plus any optional services authorized.

Our fee assumes that the site is accessible based upon our assumptions detailed in this proposal. If additional services are requested or required based on differing site conditions, we will contact you for verbal and written authorization to proceed with the additional services.

ECS will provide the proposed optional scope of services discussed previously for the following fees:

| TASK DESCRIPTION            | PROPOSED FEE | FEE TYPE |
|-----------------------------|--------------|----------|
| Seismic Site Classification | \$3,500      | Lump Sum |

## SCHEDULE

Our ability to access the site and perform the field exploration may be impacted by precipitation, excessive temperatures, or other atmospheric conditions. Field exploration will be performed during normal business hours Monday through Friday. If work needs to be performed at night or on weekends, there will be an additional fee.

We have assumed that the client will assist in accessing the site (with the current site owners/occupants). We anticipate the following project schedule:

| TASK               | APPROXIMATE SCHEDULE |
|--------------------|----------------------|
| Mobilization       | 1-2 weeks            |
| Field Exploration  | 2-3 days             |
| Laboratory Testing | 7 days               |
| Engineering Report | 2 weeks              |
| <b>Total</b>       | <b>4-5 weeks</b>     |

If there is a specific due date for the report, please let us know. Verbal comments on findings can be provided within 7 days of completion of the borings, if requested.

## CLOSING

Our insurance carrier requires that we receive written authorization prior to initiation of work and a signed contract prior to the release of any work product. This letter is the agreement for our services. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the Professional Service Agreement between ECS and City of Dickson dated November 3, 2025.

Your acceptance of this proposal may be indicated by signing and returning a copy of this proposal to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

**ECS SOUTHEAST, LLC**

  
**Anthony Dillon Stemberger, P.E.**  
**Geotechnical Department Manager**  
**AStemberger@ecslimited.com**

  
**John D Godfrey Jr., P.E.**  
**Senior Principal Engineer**  
**jgodfrey@ecslimited.com**

Enclosures: Proposal Acceptance Sheet

**PROPOSAL ACCEPTANCE**

Proposal No.: 26:15037  
 Scope of Work: Subsurface Exploration and Geotechnical Engineering Services  
 Project: Dickson City Center Development  
 Location: 206 West Chestnut, Dickson, Tennessee  
 Base Services: \$ 15,500

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Optional Services

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Private Utility Locator (\$1,800):     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Seismic Site Classification (\$3,500): | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

**BILLING INFORMATION**

(please print or type)

Contact Person: \_\_\_\_\_  
 Telephone No. of Contact Person: \_\_\_\_\_  
 Email of Contact Person: \_\_\_\_\_  
 Party Responsible for Payment: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Accounts Payable Email Address: \_\_\_\_\_  
 Client Project/Account Number: \_\_\_\_\_  
 Special Conditions for Invoices: \_\_\_\_\_

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

|  |   |  |
|--|---|--|
| - Phase I, II and III Environmental Site Assessments | - Third Party Mechanical, Electrical, Plumbing Inspections Services | - Building Envelope, Roofing, and Waterproofing Consultation |
| - Wetlands Delineations                              | - Construction Materials Testing and Special Inspections            | - Specialty Materials and Forensics Testing                  |
| - Asbestos/Lead Paint Services                       | - LEED® Consulting Services   | - Monitoring Services  |
| - Indoor Air Quality/Mold Services                   | - Geo-Structural Design   | - Pre- and Post-Construction Condition Assessments           |
| - Natural Resources                                  |   |  |
| - Groundwater Remediation                            |   |  |



## ECS Southeast, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Southeast, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### **3.0 STANDARD OF CARE**

**3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### **4.0 CLIENT DISCLOSURES**

**4.1** Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### **8.0 UNDERGROUND UTILITIES**

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

### **9.0 SAMPLES**

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

### **10.0 ENVIRONMENTAL RISKS**

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

**10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

## **11.0 OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

## **12.0 SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

## **13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

- 14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

## **15.0 BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.
- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.
- 16.0 DEFECTS IN SERVICE**
- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.
- 18.0 LIMITATION OF LIABILITY**
- 18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

## **19.0 INDEMNIFICATION**

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

## **20.0 CONSEQUENTIAL DAMAGES**

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

## **21.0 SOURCES OF RECOVERY**

- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

**22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

## **23.0 DISPUTE RESOLUTION**

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

## **24.0 CURING A BREACH**

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

## **25.0 TERMINATION**

- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

**27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

**28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

**29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

## **30.0 TITLES; ENTIRE AGREEMENT**

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

**RESOLUTION #2026-30**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE, TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 1 TO THE CONTRACT WITH A&S CONTRACTING AND REMODELING FOR CONSTRUCTION OF A DOWNTOWN RESTROOM FACILITY**

**WHEREAS**, in Resolution #2025-24 approved on April 21, 2025, the Council of the City of Dickson, Tennessee, approved and awarded a contract to A&S Contracting and Remodeling, Inc. for the construction of a restroom facility in the area of the Dickson Skate Park behind Dickson Fire Department Station #1 at 101 Church St. for a contract price of five hundred forty-two thousand, five hundred nine dollars (\$542,509); and

**WHEREAS**, through project design adjustments and negotiations with the contractor the original contract price was reduced to four hundred eighty-one thousand, eight hundred five dollars and fifty cents (\$481,805.50); and

**WHEREAS**, additional changes were agreed upon that are included in Change Order No. 1, attached hereto, for an overall reduction of ten thousand, three hundred dollars (\$10,300); and

**WHEREAS**, the contractor has submitted notice of substantial completion and requested final payment.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that:

**SECTION 1.** Change Order No. 1 to the contract with A&S Contracting and Remodeling for construction of a downtown restroom facility is approved and accepted to reduce the contract price to four hundred seventy-one thousand, five hundred five dollars and fifty cents (\$471,505.50).

**SECTION 2.** The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute Change Order No. 1 and any and all documents necessary for its implementation.

**SECTION 3.** Payment of four hundred seventy-one thousand, five hundred five dollars and fifty cents (\$471,505.50) is authorized under the terms and conditions of the contract.

This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 6th day of April, 2026.

**ATTEST:**

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**Chris Norman, RECORDER**

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**Don L. Weiss Jr., O.D., MAYOR**

# Change Order

No. 1

Date of Issuance: JAN 9<sup>th</sup> 2024 Effective Date: JAN 9<sup>th</sup> 2024

|   |                               |   |
|---|-------------------------------|---|
| Project: <u>DOWNTOWN RESTAURANT</u>       | Owner: <u>City of Dickson</u> | Owner's Contract No.: <u>615 441-9308</u> |
| Contract: <u>BREIT STONE PUBLIC WORKS</u> |                               | Date of Contract: <u>6-25-25</u>          |
| Contractor: <u>A &amp; S Contracting</u>  |                               | Engineer's Project No.:                   |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: GUTTER DRAINS, HARDY SOFTEN, CONCRETE VS ASPHALT

Attachments: (List documents supporting change): APPROVED BY MA. BOY STATE & MAYOR'S OFFICE

| CHANGE IN CONTRACT PRICE:   | CHANGE IN CONTRACT TIMES:  |
|---|--|
| Original Contract Price:<br>\$ <u>481,805.50</u>  | Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days<br>Substantial completion (days or date): <u>190 DAYS</u><br>Ready for final payment (days or date): <u>3-30-24</u> |
| [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :<br>\$ <u>471,505.50</u> | [Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :<br>Substantial completion (days): <u>0</u><br>Ready for final payment (days): <u>3-30-24</u>   |
| Contract Price prior to this Change Order:<br>\$ _____  | Contract Times prior to this Change Order:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____  |
| [Increase] [Decrease] of this Change Order:<br>\$ _____   | [Increase] [Decrease] of this Change Order:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____   |
| Contract Price Incorporating this Change Order:<br>\$ _____   | Contract Times with all approved Change Orders:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____   |

|  |   |  |
|--|---|--|
| RECOMMENDED:<br>By: _____<br>Engineer (Authorized Signature)       | ACCEPTED:<br>By: <u>[Signature]</u><br>Owner (Authorized Signature) | ACCEPTED:<br>By: <u>[Signature]</u><br>Contractor (Authorized Signature) |
| Date: _____  | Date: _____   | Date: <u>3-30-24</u>   |
| Approved by Funding Agency (if applicable): <u>City of Dickson</u> | Date: _____   |  |

Downtown Restroom Project 2025 – 2026

Originally awarded bid:

- \$ 542,509.00

After the fact modifications were agreed to from Contractor and the City on some changes to reduce costs, so the Contract bid was reduced to:

- \$ 481,805.50

During construction there were (3) three items that were agreed to as a change order to again save money, and make the project function more efficiently those items were:

- Add gutter drains that were not in the plans - \$700 additional cost.
- Use Hardy Soffit vs Metal - \$500 savings.
- Use concrete verses asphalt for edges and parking - \$10,500 savings.
  - Net savings from contract of \$ 10,300

Final payment of \$ 471,505.50