

OCTOBER 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 Gas Authority 7:00 AM	3	4 Touch-A-Truck & Fly-In 10:00 AM-2:00 PM
5	6 City Council 7:00 PM	7 Power Board 5:30 PM	8	9	10	11
12	13 Water Authority 5:00 PM Airport Authority 6:00 PM	14	15	16 Parks & Rec. Bd. 6:00 PM Community Access 7:00 PM	17	18
19	20 Splash Pad Closes Finance & Mgt. 6:00 PM	21 Bd. Of Zoning Appeals 6:00 PM Planning Commission 6:30 PM	22	23	24	25 BooFest 5:00 PM
26	27	28	29	30	31 DCHS Homecoming Parade 1:00 PM Haunting at Henslee 6:00-8:00 pm	
		Notes			Calendar Templates by Vertex42.com https://www.vertex42.com/calendars/ © 2019 Vertex42 LLC. Free to print.	

AGENDA

REVISED

**Dickson City Council and Beer Board
7:00 pm Monday, Oct. 6, 2025
Council Chambers, Dickson City Hall
Mayor Don L. Weiss Jr., O.D. presiding**

Call to Order Mayor Weiss

Roll Call City Recorder

Invocation Vice Mayor Epley

Pledge of Allegiance Mayor Weiss

CITY COUNCIL

Minutes

1. Sept. 2, 2025, City Council regular 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. Second reading of ORDINANCE #1572: An Ordinance to amend the City of Dickson Municipal Zoning Ordinance pertaining to Accessory Dwelling Units and to repeal any ordinance or parts of ordinances in conflict herewith
2. Second reading of ORDINANCE #1573: An Ordinance to amend Article 4, Section 4.120 Standards for Cluster and Residential Developments of the City of Dickson Municipal Zoning Ordinance and to repeal any ordinance of parts of ordinances in conflict herewith
3. Second reading of RESOLUTION #2025-49: A Resolution to annex a portion of certain territory on Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee

4. Second Reading of RESOLUTION #2025-50: A Resolution to adopt a Plan of Services for the annexation of a portion of certain territory at Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) by the City of Dickson, Tennessee
5. Second Reading of RESOLUTION #2025-51: A Resolution to annex certain territory on Eno Road (Map 110, Parcel 018.08) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee
6. Second Reading of RESOLUTION #2025-52: A Resolution to adopt a Plan of Services for the annexation of certain territory on Eno Road (Map 110, Parcel 018.08) by the City of Dickson, Tennessee
7. First Reading of RESOLUTION #2025-53: A Resolution to annex certain territory on Valleywood Drive (Map 103, Parcel 088.01) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee
8. First Reading of RESOLUTION #2025-54: A Resolution to adopt a Plan of Services for the annexation of certain territory on Valleywood Drive (Map 103, Parcel 088.01) by the City of Dickson, Tennessee
9. RESOLUTION #2025-58: A Resolution to approve and authorize the Mayor to sign a Lease Agreement with the Economic and Housing Development Corporation of Dickson County, Tennessee, and 841 Cowan Road LP to accept Payments in Lieu of Taxes

ADJOURNMENT – SINE DIE

Call to Order the Newly Elected City Council

Mayor Weiss

1. Administer Oath of Office to:
 - First Ward Councilperson Jason Epley
 - Second Ward Councilperson Kyle Sanders
 - Third Ward Councilperson Stacey Levine
 - Fourth Ward Councilperson Michael Outlaw

Jerry Smith

Roll Call

City Recorder

BEER BOARD

1. Application for a Class II (off-premises) permit for Madison St. Vape LLC d/b/a Dickson Vape & Smoke, 402 Highway 46 S., owner Sam Rezk Simon (new permit)

CITY COUNCIL

Public Hearings

1. ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements
2. ORDINANCE #1575: An Ordinance to rezone property on Cowan Road and Miller Street (Map 110, Parcel 048.00) from B-3 (highway commercial) to R-2 (medium-density residential) and to repeal any ordinance of part of an ordinance in conflict herewith

New Business

1. RESOLUTION #2025-71: A Resolution to approve a proposal for Property & Crime, Liability and Workers Compensation Insurance policies for 2026 with Public Entity Partners with Morrison & Fuson Insurance Agency, Inc. as Agent of Record
2. First reading of ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements
3. First reading of ORDINANCE #1575: An Ordinance to rezone property on Cowan Road and Miller Street (Map 110, Parcel 048.00) from B-3 (highway commercial) to R-2 (medium-density residential) and to repeal any ordinance of part of an ordinance in conflict herewith
4. RESOLUTION #2025-63: A Resolution to approve and authorize the Mayor to sign a Master Services Agreement with Southern Architecture Workshop LLC to provide on-call architecture services for the City of Dickson, Tennessee
5. RESOLUTION #2025-64: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide design services for an aquatic/recreational center under a Master Services Agreement
6. RESOLUTION #2025-65: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide design services for a City Center under a Master Services Agreement
7. RESOLUTION #2025-67: A Resolution accepting and authorizing the Mayor to sign a grant contract with the Tennessee Highway Safety Office
8. RESOLUTION #2025-68 – A Resolution to approve and authorize the Mayor to sign a proposal for Environmental Services for the City Center project under a Professional Services Agreement with ECS Southeast, LLC
9. RESOLUTION #2025-69 – A Resolution to approve and authorize the Mayor to sign proposals for Environmental Services for the Aquatic/Recreation Center project under a Professional Services Agreement with ECS Southeast, LLC

10. RESOLUTION #2025-70: A Resolution to approve Change Order No. 1 to the contract with Yoders Roofing to replace the skylights in the roof of the Fleet Maintenance Building
11. RESOLUTION #2025-73: A Resolution to approve and authorize the Mayor to sign a Project Addendum with Southern Architecture Workshop LLC to provide evaluation services for water damage at the War Memorial Building under a Master Services Agreement
12. Discussion on Highway 48 speed limit – Councilperson Haynes
13. Appointments
14. Schedule the Finance and Management Committee meeting for 6:00 pm Monday, Oct. 20, 2025, in the Council Chambers at Dickson City Hall (*agenda deadline noon Oct. 14, 2025*)
15. Announce the next City Council regular session for 7:00 pm Monday, Nov. 3, 2025 (*agenda deadline noon Oct. 28, 2025*)

Other Business

Communication from the Mayor

Adjournment

MINUTES

**Dickson City Council and Beer Board
7:00 pm Sept. 2, 2025
Council Chambers at Dickson City Hall**

The Council of the City of Dickson, Tennessee, met the second day of September, 2025, in the Council Chambers of Dickson City Hall, 600 East Walnut Street. The meeting was rescheduled due to Labor Day.

Call to Order

Mayor Don L. Weiss Jr. called the meeting to order at 7:04 pm.

<u>Roll Call</u>	<u>Present</u>	<u>Absent</u>
Mayor		
Don L Weiss Jr.	X	
City Council (Ward)		
Jason Epley (1 st)		X
Brett Reynolds (1 st)	X	
Shane Chandler (2 nd)		X
Kyle Sanders (2 nd)	X	
Stacey Levine (3 rd)	X	
Horace Perkins III (3 rd)	X	
Dwight Haynes (4 th)	X	
Michael Outlaw (4 th)	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 Public Works Director Cooper Morris, Public Works Office Coordinator Jessi Starkey, Sgt. Eric Chandler, Planning consultant Amanda Harrington, Dickson Electric System General Manager Darrell Gillespie and others as indicated on the sign-in sheet.

Invocation

Councilperson Sanders presented the invocation.

Pledge of Allegiance

Mayor Weiss led the Pledge of Allegiance

Beer Board

1. Aug. 18, 2025 Beer Board Special Session minutes

No discussion.

Motion to approve: Councilperson Levine

Second: Councilperson Outlaw

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

Motion passed 6-0-0

City Council

Public Hearings

1. **ORDINANCE #1572: An Ordinance to amend the City of Dickson Municipal Zoning Ordinance pertaining to Accessory Dwelling Units and to repeal any ordinance or parts of ordinances in conflict herewith**

Planning and Zoning Director Pilkinton said the ordinance restricts ADUs to lots zoned R-1 (low-density residential) or R-2 (medium-density residential) that are at least 14,500 square feet in size. ADUs can be allowed under a Special Use Permit approved by the Board of Zoning Appeals. Nobody spoke during the public hearing.

2. **ORDINANCE #1573: An Ordinance to amend Article 4, Section 4.120 Standards for Cluster and Residential Developments of the City of Dickson Municipal Zoning Ordinance and to repeal any ordinance of parts of ordinances in conflict herewith**

Planning and Zoning Director Pilkinton said the amendment gives the Planning Commission more authority in the approval process for cluster residential developments, which allow smaller lot sizes and other variances under special circumstances. Nobody spoke during the public hearing.

3. **ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements**

Mayor Weiss deferred the Public Hearing for ORDINANCE #1574 to the Oct. 6, 2025, City Council meeting.

4. **RESOLUTION #2025-49: A Resolution to annex a portion of certain territory on Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee and RESOLUTION #2025-50: A Resolution to adopt a Plan of Services for the annexation of a portion of certain territory at Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) by the City of Dickson, Tennessee**

Planning and Zoning Director Pilkinton said the property is the remaining portion of a tract that was previously partially annexed. Nobody spoke during the public hearing.

5. **RESOLUTION #2025-51: A Resolution to annex certain territory on Eno Road (Map 110, Parcel 018.08) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee and RESOLUTION #2025-52: A Resolution to adopt a Plan of Services for the annexation of certain territory on Eno Road (Map 110, Parcel 018.08) by the City of Dickson, Tennessee**

Tyler White of Green Arc Land and Investments said the plan is to build “an attainable housing community” of about 40 homes. Nobody else spoke during the public hearing.

6. **RESOLUTION #2025-53: A Resolution to annex certain territory on Valleywood Drive (Map 103, Parcel 088.01) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee and RESOLUTION #2025-54: A Resolution to adopt a Plan of Services for the annexation of certain territory on Valleywood Drive (Map 103, Parcel 088.01) by the City of Dickson, Tennessee**

Engineer Trent Smith said owner Kevin Huh plans to build 50-55 single-family homes and plans to develop the property even if it is not annexed but would build fewer homes because of the county’s requirement for larger lot sizes. Mr. Huh said he plans to build homes in the \$400,000 price range. Opponents of the annexation presented a petition signed by 32 residents of the West Meade subdivision stating “this development threatens to disrupt the quiet, safe, and family-friendly environment that we cherish, raising concerns regarding increased traffic, strain on local resources and potential environmental impacts.” James Perkins of 109 Lakeview Drive said his father-in-law Bob Mathis, 412 Valleywood Drive, has a dispute regarding his boundary with the property being annexed over the placement of Valleywood Drive removing most of his road frontage. Jeff Buchanan, who owns 74 acres on Pond Switch Road adjacent to the property being annexed, said he is concerned the development will harm existing wetlands and cause flooding and runoff issues on his property. Jody Burgess, 99 Burgess Lane, said traffic is already difficult at the intersection of Valleywood Drive with Highway 70 West and will only get worse with the additional homes.

Minutes

1. Aug. 4, 2025, City Council regular session minutes

No discussion.

Motion to approve: Councilperson Levine

Second: Councilperson Sanders

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)				X
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)				X
Kyle Sanders (2 nd)	X			
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			

Dwight Haynes (4th) X
Michael Outlaw (4th) X
Motion passed 6-0-0

Public Comments

1. None

Old Business

1. None

New Business

1. **First Reading of ORDINANCE #1572: An Ordinance to amend the City of Dickson Municipal Zoning Ordinance pertaining to Accessory Dwelling Units and to repeal any ordinance or parts of ordinances in conflict herewith**

No discussion.

Motion to approve: Councilperson Perkins

Second: Councilperson Sanders

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

Motion passed 6-0-0

2. **First Reading of ORDINANCE #1573: An Ordinance to amend Article 4, Section 4.120 Standards for Cluster and Residential Developments of the City of Dickson Municipal Zoning Ordinance and to repeal any ordinance of parts of ordinances in conflict herewith**

No discussion.

Motion to approve: Councilperson Reynolds

Second: Councilperson Perkins

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)				X
Brett Reynolds (1 st)	X			
Shane Chandler (2 nd)				X
Kyle Sanders (2 nd)	X			
Stacey Levine (3 rd)	X			
Horace Perkins III (3 rd)	X			
Dwight Haynes (4 th)	X			

Michael Outlaw (4th) X

Motion passed 6-0-0

3. First Reading of RESOLUTION #2025-49: A Resolution to annex a portion of certain territory on Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Sanders

Second: Councilperson Perkins

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

Motion passed 6-0-0

4. First Reading of RESOLUTION #2025-50: A Resolution to adopt a Plan of Services for the annexation of a portion of certain territory at Turkey Creek Road and Highway 46 (Map 129, Parcel 076.03) by the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Levine

Second: Councilperson Reynolds

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

Motion passed 6-0-0

5. First Reading of RESOLUTION #2025-51: A Resolution to annex certain territory on Eno Road (Map 110, Parcel 018.08) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Levine

Second: Councilperson Reynolds

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)				X

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

Motion passed 4-0-2

6. First Reading of RESOLUTION #2025-52: A Resolution to adopt a Plan of Services for the annexation of certain territory on Eno Road (Map 110, Parcel 018.08) by the City of Dickson, Tennessee

No discussion.

Motion to approve: Councilperson Reynolds

Second: Councilperson Levine

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

Motion passed 5-0-1

7. First Reading of RESOLUTION #2025-53: A Resolution to annex certain territory on Valleywood Drive (Map 103, Parcel 088.01) upon written consent of the owner and to incorporate the same within the boundaries of the City of Dickson, Tennessee

Councilperson Sanders proposed that in light of a potential boundary dispute the vote on the annexation resolution be deferred to the next meeting to allow time to address the issue.

Motion to defer to Oct. 6: Councilperson Sanders

Second: Councilperson Perkins

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

Motion passed 6-0-0

8. First Reading of RESOLUTION #2025-54: A Resolution to adopt a Plan of Services for the annexation of certain territory on Valleywood Drive (Map 103, Parcel 088.01) by the City of Dickson, Tennessee

With RESOLUTION #2025-53 to annex the property deferred, Mayor Weiss deferred RESOLUTION #2025-54 to Oct. 6.

9. Resolution #2025-55: A Resolution to approve and authorize the Mayor to sign a Master Consulting Services Agreement with Consor North America, Inc. for National Flood Insurance Program engineering consultant services and associated stormwater engineering

City Administrator Travis said the service is required as part of the city's MS4 permit and Consor is recommended from the proposals received.

Motion to approve: Councilperson Reynolds

Second: Councilperson Perkins

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

Motion passed 6-0-0

10. RESOLUTION #2025-60: A Resolution to approve and authorize the Mayor to sign a contract with the Regional Transportation Authority to provide public transportation service between Nashville/Davidson County and the City of Dickson for the fiscal year beginning July 1, 2025, and ending June 30, 2026

Administrator Travis said the contract is for the final year of a three-year grant and will be re-evaluated before the next budget is approved. Ridership has averaged less than six riders per trip.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

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

Motion passed 6-0-0

11. RESOLUTION #2025-61: A Resolution to abandon any and all rights, interests and claims to an unopened section of Freeman Avenue west of Bryant Avenue subject to any existing deeds and/or easements

Administrator Travis said Alan and Becky Ragan purchased the lot behind their home and now own all the property around the unopened section of Freeman Avenue and requested the city abandon it.

Motion to approve: Councilperson Perkins

Second: Councilperson Levine

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

Motion passed 6-0-0

12. RESOLUTION #2025-62: A Resolution authorizing the disposal of older paper records

Administrator Travis said the resolution is required to dispose of certain court and police records.

Motion to approve: Councilperson Outlaw

Second: Councilperson Sanders

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

Motion passed 6-0-0

13. RESOLUTION #2025-66: A Resolution to approve and authorize the Mayor to sign Individual Project Order 017 within the Master Agreement for Continuing Professional Services with Kimley-Horn and Associates, Inc. to update the Parks and Recreation Department Master Plan

Administrator Travis said the Parks master plan has to be updated for the city to continue applying for grants.

Motion to approve: Councilperson Reynolds

Second: Councilperson Perkins

Roll Call	Yes	No	Abstain	Absent
Jason Epley (1 st)				X

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

Motion passed 6-0-0

14. PURCHASE ORDER #109800 for \$44,876.00 to Ford of Murfreesboro for a 2025 Ford Police Interceptor AWD SUV

Administrator Travis said the purchase on state contract from the Drug Fund is to replace wrecked vehicle, for which insurance paid \$36,019.50.

Motion to approve: Councilperson Outlaw

Second: Councilperson Levine

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

Motion passed 6-0-0

15. Appointments

Mayor Weiss said the Greater Dickson Gas Authority Board of Directors recommended Jeff Corlew be reappointed to a full term.

Motion to approve: Councilperson Perkins

Second: Councilperson Sanders

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

Motion passed 6-0-0

16. Schedule the Finance and Management Committee meeting

Mayor Weiss scheduled the Finance and Management Committee meeting for 6:00 pm Monday, Sept. 15, 2025, in the Council Chambers at Dickson City Hall with an agenda deadline noon Sept. 9, 2025.

17. Announce the next City Council regular session

Mayor Weiss announced the next regular session of the City Council will be 7:00 pm Monday, Oct. 6, 2025, with an agenda deadline noon Sept. 30, 2025.

18. Schedule public hearings for 7:00 pm Oct. 6, 2025:

Mayor Weiss scheduled public hearings for Oct. 6, 2025, for:

- ORDINANCE #1574: An Ordinance amending the Building Code Regulations for the City of Dickson and the Municipal Zoning Code and to adopt the 2024 International Code Council Codes and Standards and applicable editions and other requirements
- ORDINANCE #1575: An Ordinance to rezone property on Cowan Road and Miller Street (Map 110, Parcel 048.00) from B-3 (highway commercial) to R-2 (medium-density residential) and to repeal any ordinance of part of an ordinance in conflict herewith

Other Business

Communication from the Mayor

1. Mayor Weiss reminded everyone early voting ends Saturday and the Municipal Election is Sept. 11.

Adjournment

With no other business to come before the council, Mayor Weiss adjourned the meeting at 8:15 pm without objection.

ATTEST:

Chris Norman, RECORDER

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

ORDINANCE #1572

AN ORDINANCE TO AMEND THE DICKSON MUNICIPAL ZONING ORDINANCE PERTAINING TO ACCESSORY DWELLING UNITS AND TO REPEAL ANY ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Dickson Municipal Zoning Ordinance currently includes provisions regulating Accessory Dwelling Units (ADUs); and

WHEREAS, the Planning Commission and city staff have identified a need to update and clarify these standards to reflect best practices, support affordable housing options, and ensure appropriate integration of ADUs within existing neighborhoods; and

WHEREAS, the proposed amendment is intended to promote housing diversity while preserving the character of residential districts; and

WHEREAS, the Planning Commission has reviewed and recommended approval of the proposed amendment.

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

1. Article II, Definitions, is hereby amended by:

- a. Deleting** the definition of Accessory Apartment in its entirety.
- b. Adding** the following definitions:

Accessory Structure: A subordinate detached structure located on the same lot as a principal structure, the use of which is incidental to that of the principal structure.

Accessory Dwelling Unit: A residential dwelling unit, but not a mobile home or ready removable, as defined by T.C.A. § 68-126-303 and T.C.A. § 68-126-311, located on the same lot as a single-family dwelling unit. These secondary dwelling units shall be developed per the City of Dickson Zoning and Building Codes, and only in those zoning districts where the use is listed as a special exception use.

Accessory Use: A use incidental to and customarily associated with a specific principal use located on the same lot or parcel.

2. Article III, Section 3.100 is hereby deleted in its entirety and replaced with the following language:

3.100 ACCESSORY USE REGULATIONS: In each district established by this ordinance, the permitted uses of land, buildings, and other structures are identified by listing the principal uses. Accessory uses that are customarily incidental to these principal uses are also allowed in each district. Ready removables, as defined by T.C.A. § 68-126-303 and T.C.A. § 68-126-311, do not meet the requirements of the adopted building code and cannot be modified for residential, recreational, or emergency housing. *Please refer to Article 4, Section 4.140: Conditional Accessory Dwelling Use Provisions for specific provisions governing ADU provisions.*

Approving Authority	Suggested Language
In-house approval by the City Building Official	Level I: Storage buildings, garages, and carports with no permanent walls or partitions dividing them into separate rooms.
In-house approval by the City Building Official	Level II: Storage buildings, garages, etc., may have permanent walls for bathrooms, laundry, and recreational areas but no cooking areas. These uses must not exceed 30% of the accessory structure.
Board of Zoning Appeals	Level III: Storage buildings, garages, pool houses, etc., may have permanent walls for bathrooms, laundry, recreation, and limited cooking areas. These uses must not exceed 40% of the building and must meet Article IV, Section 4.140 requirements.
Board of Zoning Appeals	Level IV: An accessory dwelling is a separate, detached building on the same site as an existing main dwelling. It must have all main dwelling features and comply with Article IV, Section 4.140.

3. A new Section 4.140 is hereby created under Article IV, Supplementary Provisions Applying to Specific Districts.

Section 4.140 *Provisions for Conditional Use Accessory Dwelling Units*

- Purpose and Intent:** Accessory uses within the jurisdiction must meet the general standards for such uses and the specific requirements listed below as a condition for receiving a use permit. As specified in this section, the issuance of any permit for conditional accessory use signifies that the use must consistently adhere to any operational standards or criteria established by the Board of Zoning Appeals. Additionally, these uses are subject to any limitations imposed due to their classification as “accessory” to a principal use or activity. This means that accessory uses are not standalone entities; rather, they are supplementary to the main use or structure and, therefore, must operate in a way that aligns with the intended character and purpose of the principal use. **The bulk regulations of this section intend to reduce or eliminate the temptation to divide the land later and put accessory dwelling units on separate parcels.** Compliance with these standards is ongoing and may include criteria such as maintaining a certain appearance, adhering to operational hours, and ensuring that the use does not exceed a certain capacity or impact on neighboring properties. Failure to comply with these standards or criteria may result in penalties, fines, or revocation of the permit, reinforcing the need for ongoing adherence to all conditions associated with the accessory use classification.
- Approvals and Expiration of Approvals:** To receive a permit, accessory uses must meet the general requirements, and the specific standards listed below. Once a permit is issued for accessory use, it must continuously comply with any operational standards set by the Board of Zoning Appeals and any conditions related to its status as an accessory use. Any

conditional use permit issued will be valid for up to three years. It may be renewed if the Building Official confirms that all the original conditions the Board sets are fully met. ***The Board of Zoning Appeals meeting minutes approving the Accessory Dwelling Unit must be recorded with the Register of Deeds of Dickson County to inform current and future owners that the unit is part of the main property and cannot be subdivided or treated as a separate rental unit.*** If there are any concerns about compliance, the Building Official will deny the renewal and promptly refer the permit to the Board of Zoning Appeals for review.

3. General Provisions

- A. No manufactured, modular, or prefabricated buildings shall qualify as Accessory Dwellings within the City of Dickson. All accessory dwellings must be site-built on a permanent foundation and designed to match the architectural style and materials of the primary structure and harmonize with surrounding buildings.
- B. To receive a Special Use Permit, accessory uses must meet the general requirements, and the specific standards listed below. Once a permit is issued for accessory use, it must continuously comply with any operational standards set by the Board of Zoning Appeals and any conditions related to its status as an accessory use.
- C. Any conditional use permit issued will be valid for up to three years. It may be renewed if the Building Official confirms that all the original conditions the Board sets are fully met. If there are any concerns about compliance, the Building Official will deny the renewal and promptly refer to the permit to the Board of Zoning Appeals for review.

4. Bulk Regulations for Accessory Dwellings:

- A. **Minimum Area:** Any lot with an accessory dwelling unit (ADU) must be at least 14,500 square feet. ADUs are not allowed in in any other zone but R-1 and R-2. The ADU addition must not exceed that district's prescribed maximum allowed lot coverage.
- B. **Size of Dwelling:** Each accessory dwelling must be at least 500 square feet minimum and no larger than 800 square feet maximum, or 40% of the first floor of the main house, whichever is greater. The structure can be a dwelling alone or a combined dwelling and garage (per the current adopted International Residential Code).
- C. **Setbacks and Distances from Other Structures:** The accessory dwelling must be located behind the principal dwelling and meet its district's required side and 50% of the rear setbacks. The accessory dwelling must be within 35 feet of the principal dwelling unless the Board of Zoning Appeals allows a greater distance that aligns with the intent of this provision. The structure must also comply with all residential building codes.
- D. **Sanitary Facilities:**
 - 1. The accessory dwelling shall use a public water and sewer supply and meet all two-family dwelling water and sewer utility requirements. If the main dwelling uses a well, the dwelling can connect to it if it meets the two-family dwelling standards.

2. The accessory dwelling may connect to the existing private sewage system if it is adequate for the total bedrooms in both buildings, confirmed in writing by the Tennessee Department of Environment and Conservation.
- E. **Access and Parking:** The accessory dwelling must share the same driveway as the main dwelling, and there must be enough off-street parking for all vehicles on the property. All off-street parking shall be dust-free for accessory dwelling units.
- F. **Ownership:** The accessory dwelling must be owned by the same person as the main dwelling and can only be used or occupied by immediate family members, such as parents, grandparents, children, grandchildren, or siblings of the property owner. Accessory Dwelling Units may not be leased, rented, or sold separately from the principal unit.
- G. **Lot Coverage:** The principal dwelling and all accessory structures or ADU shall not exceed the maximum lot coverage established for the district (R-1 or R-2).
- H. **Code of Compliance:** The accessory dwelling must comply with all building codes adopted by the City of Dickson.
- I. **Fees:** The owner is responsible for paying all fees for constructing an Accessory Dwelling Unit.
- J. **Number of Accessory Dwellings:** Only one accessory dwelling unit is allowed per deeded lot or parcel.
- K. **Aesthetics:** The accessory dwelling unit must match the look and appearance of the primary structure.
- L. **Height:** The accessory dwelling unit is limited to a single story.
- M. **Addressing:** The accessory dwelling unit shall not apply nor receive a separate address (example A, B or 123 ½ Main St.).
- N. **Electric:** All accessory dwelling units shall have underground electric service.
- O. **Additional Accessory Structures:** Accessory Dwelling Units shall not include a garage or any additional accessory structures.

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

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

ATTEST:

Chris Norman, RECORDER

Public Hearing: _____

Passed First Reading: _____

Passed Second Reading: _____

EXHIBIT LEVEL 1



EXHIBIT LEVEL 1

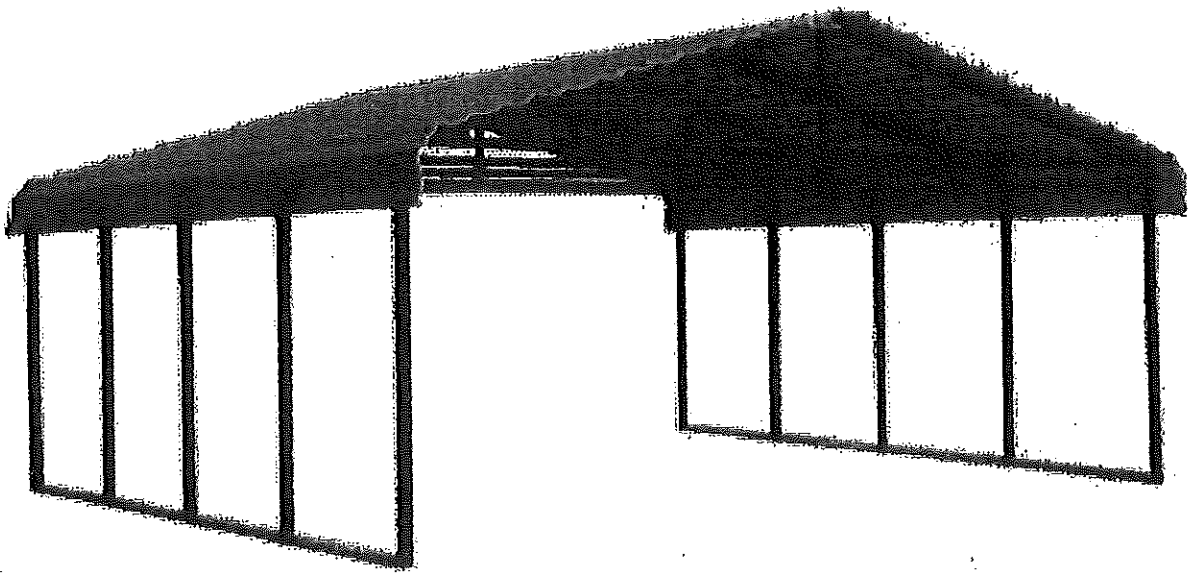


EXHIBIT LEVEL 2



EXHIBIT LEVEL 3

1

Bath

1

Stories



EXHIBIT LEVEL 3

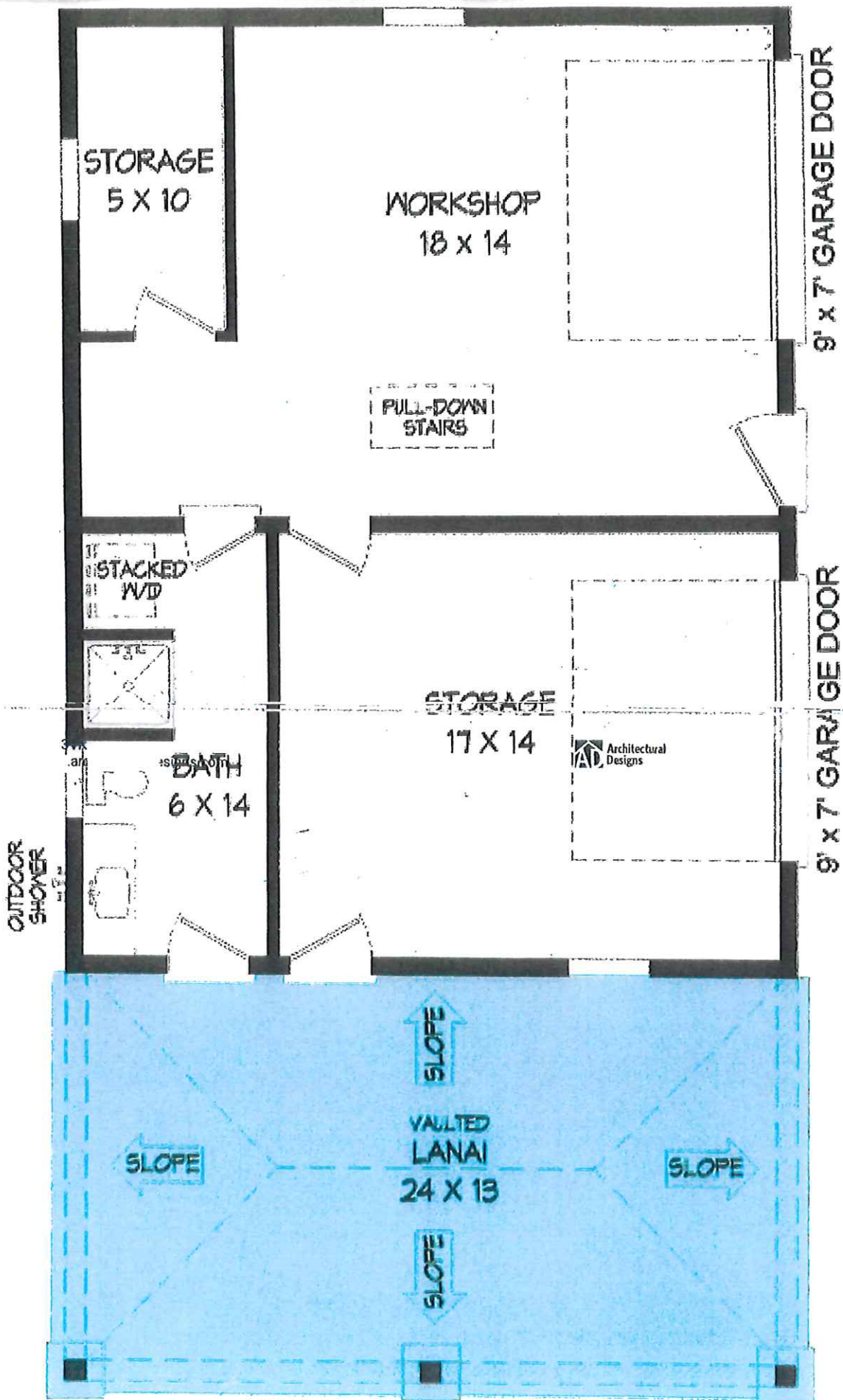


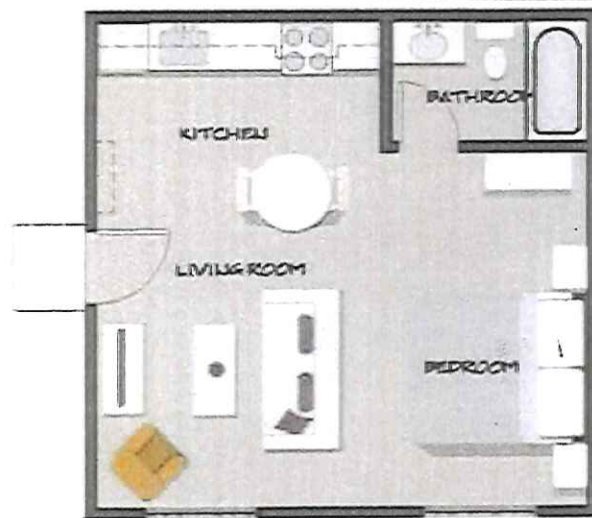
EXHIBIT LEVEL 4



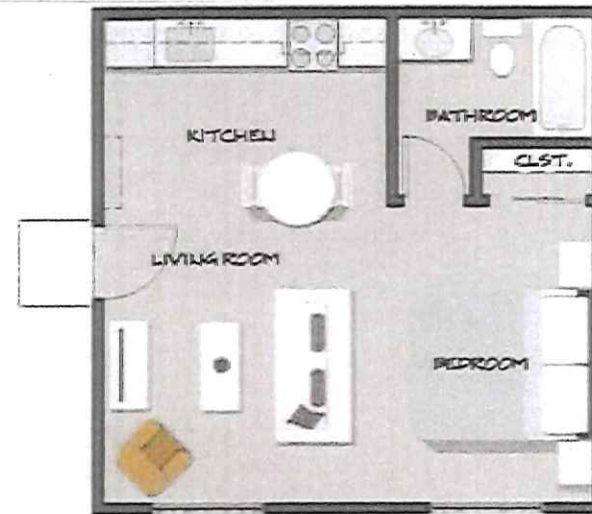
EXHIBIT LEVEL 4



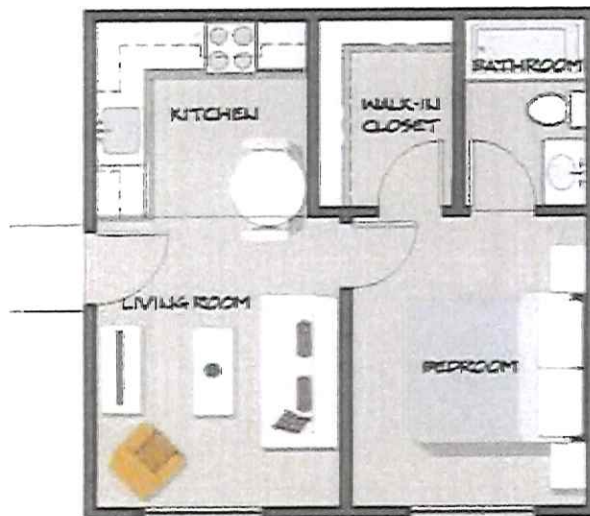
EXHIBIT LEVEL 4



Option A



Option B



Option C



Option D

500 SQ. FT.

MIN.

ORDINANCE #1573

AN ORDINANCE TO AMEND ARTICLE 4, SECTION 4.120, STANDARDS FOR CLUSTER RESIDENTIAL DEVELOPMENTS, OF THE DICKSON MUNICIPAL ZONING ORDINANCE, AND TO REPEAL ANY ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, the City of Dickson Municipal Zoning Ordinance establishes standards for cluster residential developments in Article 4, Section 4.120; and

WHEREAS, the Municipal Planning Commission and planning staff have identified the need to clarify and improve the regulatory framework governing cluster developments to ensure consistent interpretation and application; and

WHEREAS, the Planning Commission and the Dickson City Council have thoroughly reviewed the proposed amendment, which repeals the existing Section 4.120 in its entirety and replaces it with a revised section that provides updated and comprehensive standards for cluster residential development.

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

1. Article 4, Section 4.120, Standards for Cluster Residential Development, is hereby repealed in its entirety and replaced with the following language:

4.120 Residential Cluster Development Standards

A. Purpose. The purpose of this section is to allow optional cluster zoning within residential districts, permitting flexibility in lot sizes while maintaining the overall permitted density. Cluster development aims to preserve open space, trees, scenic views, and recreational areas; maintain the community's natural beauty; and ensure that population limits and comprehensive plan goals are upheld. Cluster provisions are intended for use in areas of the City of Dickson where critical slopes or flood-prone areas may hinder development.

B. General Provisions. Cluster developments must adhere to the goals of the zoning ordinance and provide adequate light, air, and privacy for each dwelling.

A Cluster Master Plan is required for each cluster development and serves as a binding agreement to ensure compliance with the standards set forth herein. A Cluster Master Plan must include a sketch plat, a site plan, a landscaping plan, and a traffic impact analysis, depending on the size and location of the clustered development. Applicants should be prepared to engage in floodproofing site preparation activities, such as a flood impact study, if developing in flood-prone areas.

The Planning Commission shall review the Cluster Master Plan for conformity with all zoning and subdivision regulations of the City of Dickson, including, but not limited to, use restrictions and allowed uses (by right or by special exception).

The Planning Commission may:

- Approve;
- Approve with modifications; or
- Disapprove the submitted documents.

Upon approval, the Cluster Master Plan becomes binding and will be sent to the Building Inspector for enforcement. The Building Inspector is responsible for enforcing the Plan. Only minor modifications to an approved Site Development Plan may be allowed.

C. Development Standards

1. General Standards. The Planning Commission shall ensure that cluster developments:

- Preserve the character, property values, and privacy of surrounding neighborhoods;
- Provide adequate drainage, sewage disposal, water supply, recreation facilities, and traffic control;
- Protect significant natural features, including trees, ground cover, streams, and rock outcroppings;
- Provide centralized mail delivery systems per Article III, Section 3.140 of the Dickson Zoning Ordinance.

2. Minimum Size of Development. Cluster developments must meet the minimum tract size specified below and must be under single ownership. If a tract is located within multiple zoning districts, the larger of the minimum size requirements will apply.

R-1	10 acres
R-2	5 acres
R-3	5 acres

3. Availability of Public Utilities: Public water and public sewer shall be available at the site of any cluster development.

4. Density Calculation. The overall density must not exceed that allowed in a traditional subdivision. Where a site encompasses multiple zoning districts, density must be calculated separately for each district. Density must not be transferred across the boundaries of zoning districts.

Density shall be calculated as follows:

- Deduct from the total tract area any transmission line easements, rights-of-way, and sections allocated for public streets or private shared drives.
- Divide the resulting acreage by the minimum lot size mandated by the relevant base zoning district.
- Slopes that exceed fifteen percent (15%) and floodplain areas will be counted at fifty percent (50%) of their area.

5. Lot Standards

- Each lot shall meet the minimum lot area and lot width requirements set forth below.
- Structures shall be located no closer than fifteen (15) feet from any proposed public street or private shared drive.
- Structures fronting existing public streets shall comply with the conventional district setback requirements.

- D. Maximum lot coverage requirements are waived for cluster development lots, as long as the Planning Commission determines that adequate light, air, and privacy are maintained.
- E. Lots abutting existing arterial or collector streets shall be oriented to face the street or be screened from such streets.
- F. Driveways shall connect only to newly created internal streets where feasible.
- G. New access points onto collector or arterial roads shall be minimized.

Zoning District	Minimum Tract Size	Minimum Lot Size (sq. ft.)	Minimum Lot Width (feet)
R-1	10 acres	8,000	75
R-2	5 acres	6,000	50 (SF) / 75 (others)
R-3	5 acres	5,000	—

6. Pedestrian Circulation

- A. New streets shall have sidewalks on both sides; cul-de-sacs require sidewalks on at least one side. The Planning Commission reserves the discretion to reduce a portion of this requirement based on the presence of critical slopes, easements, water lines, or similar hardship.
- B. Pedestrian pathways shall be designed to minimize conflicts with vehicle traffic through landscaping, buffering, or alternative routing.
- C. The Planning Commission may require pedestrian underpasses or overpasses near schools, playgrounds, and shopping areas.

7. Perimeter Requirements

- A. Buildings adjacent to the perimeter of the cluster development shall match the zoning, scale, setbacks, and massing of adjacent development.
- B. A minimum forty (40) foot perimeter setback shall be maintained.
- C. Landscaping or other buffering measures may be required along the perimeter.

8. Access Requirements

- A. Developments containing more than twenty-five (25) units shall provide at least two (2) separate access points.
- B. Developments containing fifteen (15) to twenty-four (24) units shall provide either two (2) access points or a boulevard entrance with a landscaped median or third lane.
- C. Boulevard rights-of-way shall be a minimum of sixty (60) feet in width.

9. Open Space Requirements

- A. Common open space shall generally equal the total area reduced from individual lots.
- B. Cluster developments shall provide a minimum of fifteen percent (15%) and a maximum of sixty percent (60%) common open space.
- C. **Quality of Improvements**
 - 1. Common open space shall be suitably located, sized, and improved for the intended development.
 - 2. Natural features of high value shall be preserved.
 - 3. Improvements shall match the natural and topographic conditions of the site.

4. A bond or other financial guarantee shall be posted for common open space improvements valued over Ten Thousand Dollars (\$10,000).

10. Ownership and Maintenance: The ownership, improvement, and maintenance of common open spaces must adhere to the standards outlined in the Dickson Subdivision Regulations.

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

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

ATTEST:

Chris Norman, RECORDER

Public Hearing: _____

Passed First Reading: _____

Passed Second Reading: _____

RESOLUTION #2025-49

A RESOLUTION TO ANNEX A PORTION OF CERTAIN TERRITORY ON TURKEY CREEK ROAD AND HIGHWAY 46 (MAP 129, PARCEL 076.03) UPON WRITTEN CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF DICKSON, TENNESSEE

WHEREAS, the City of Dickson, Tennessee, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory into the city limits; and

WHEREAS, the owners of all property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Dickson to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Dickson, and by publishing notice of the resolution at or about the same time in the Dickson Post, a newspaper of general circulation in such territory and the City of Dickson; and

WHEREAS, a plan of services for the area proposed for annexation is presented in Resolution #2025-50, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Dickson Municipal Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published in a newspaper of general circulation in the City of Dickson not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the governing body on September 2, 2025.

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

- A. That the following territory is hereby annexed and incorporated into boundaries of the City of Dickson, to be effective as of November 4, 2025, to wit:

Being a tract of land situated in Dickson County, Tennessee, said tract being a portion of Book 356, Page 331, in the Register's Office of Dickson County, Tennessee, said tract also being South of Interstate 40, North of Natchez Park Drive, South of and adjacent to Tw-key Creek Road, East of and adjacent to Old Highway 46, West and adjacent to Tennessee Highway 46 South and being more particularly described as follows:

BEGINNING as a ½" rebar in the West right-of-way of State Highway 46 South, and the South right-of-way of Turkey Creek Road, said rebar also being the Northeast corner of the herein described tract and having Tennessee State Plane Coordinates of Northing 614016.00, Easting of 1574631.91;

Thence leaving said Turkey Creek Road and 'with the West right-of-way of said State Highway 46 South, South 16° 08' 22" East, 347.17 feet to a ½" rebar (new) capped "TIL", said rebar being the Northeast corner of the Anthony T. Moore property (Deed Book 898, Page 868, in the Register's Office of Dickson County, Tennessee), said rebar also being the Southeast corner of the herein described tract;

Thence leaving said State Highway 46 South and along the North line of said Moore property, North 81° 49' 54" West, 557.97 feet to a point, said point being the Northwest corner of said Moore property, said point also being the Northeast corner of the Grisham, Jr. property (Book 1126, Page 495, in the Register's Office of Dickson County, Tennessee);

Thence continuing with same said bearing and along the North line of said Grisham, Jr. property, North 81° 49' 54" West, 158.94 feet to a ½" rebar (old) in the East right-of-way of Old Highway 46, said rebar also being the Northwest corner of said Grisham, Jr. property, said rebar also being the Southwest corner of the herein described tract and having Tennessee State Plan Coordinates of Northing 613784.37, Easting 1574018.77;

Thence leaving said Grisham, Jr. property and with the East right-of-way of said Old Highway 46, North 04° 03' 23" East, 76.43 feet to a ½" rebar (new) capped "TIL", in the South right-of-way of said Turkey Creek Road, said rebar being the Northwest corner of the herein described tract;

Thence leaving said Old Highway 46 and with the South right-of-way of said Turkey Creek Road for the next 4 calls:

North 75° 39' 30" East, 180.44 feet to a ½" rebar (new) capped "TIL"; North 83° 15' 10" East, 148.94 feet to a ½" rebar (new) capped "ITL"; South 53° 51' 23" West, 53.01 feet to a ½" rebar (new) capped "TTL"; North 75° 39' 30" East; 249.98 feet to the POINT OF BEGINNING, as shown in Exhibit A attached hereto.

Being part of the same property conveyed from Victor J. Jernigan and John P. Anderson to Barclay Partners, a general partnership comprised of E. Todd Nathan and J. Robert Brown. by Warranty Deed dated February 24, 1994, recorded February 25, 1994, in Volume 356, Page 331, in the Register's Office of Dickson County, Tennessee.

Barclay Partners is now known as Barclay Partners, LLC, a Tennessee limited liability company, pursuant to Articles of Conversion filed September 29, 1994 with the Tennessee Secretary of State, a copy of which is recorded in Volume 438, Page 150, in the Register's Office of Dickson County, Tennessee.

- B. That the plan of services for this territory contained in Resolution #2025-50 is approved and the same is hereby adopted.
- C. That this territory shall be included in the 4th Ward.

- D. That the Mayor shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Mayor of Dickson County.
- E. That a signed copy of this resolution shall be recorded with the Dickson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Dickson County Assessor of Property.
- F. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.
- G. That a revised map of the voting precincts shall be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.
- H. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

WHEREUPON, the Mayor declared the resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

VOTE OF THE CITY COUNCIL

For: _____ **Against:** _____

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

ATTEST:

Chris Norman, RECORDER

Public Hearing: _____

Passed First Reading: _____

Passed Second Reading: _____

Approved as to Form and Legality this _____ **day of** _____, **20**__

City Attorney

Dickson County - Parcel: 129 076.03



Date: June 25, 2025

County: DICKSON

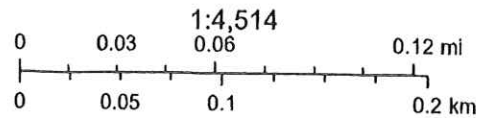
Owner: DICKSON MARTINS RE LLC

Address: HWY 46

Parcel ID: 129 076.03

Deeded Acreage: 0

Calculated Acreage: 3.5



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

RESOLUTION #2025-50

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF CERTAIN TERRITORY ON TURKEY CREEK ROAD AND HIGHWAY 46 (MAP 129, PARCEL 076.03) BY THE CITY OF DICKSON, TENNESSEE.

WHEREAS, Tennessee Code Annotated § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance; and

WHEREAS, the area proposed for annexation to the City of Dickson is within the City's Urban Growth Boundary, as required by law, and is described as follows:

Legal Description

Being a tract of land situated in Dickson County, Tennessee, said tract being a portion of Book 356, Page 331, in the Register's Office of Dickson County, Tennessee, said tract also being South of Interstate 40, North of Natchez Park Drive, South of and adjacent to Tw-key Creek Road, East of and adjacent to Old Highway 46, West and adjacent to Tennessee Highway 46 South and being more particularly described as follows:

BEGINNING as a ½" rebar in the West right-of-way of State Highway 46 South, and the South right-of-way of Turkey Creek Road, said rebar also being the Northeast corner of the herein described tract and having Tennessee State Plane Coordinates of Northing 614016.00, Easting of 1574631.91;

Thence leaving said Turkey Creek Road and 'with the West right-of-way of said State Highway 46 South, South 16° 08' 22" East, 347.17 feet to a ½" rebar (new) capped "TIL", said rebar being the Northeast corner of the Anthony T. Moore property (Deed Book 898, Page 868, in the Register's Office of Dickson County, Tennessee), said rebar also being the Southeast corner of the herein described tract;

Thence leaving said State Highway 46 South and along the North line of said Moore property, North 81° 49' 54" West, 557.97 feet to a point, said point being the Northwest corner of said Moore property, said point also being the Northeast corner of the Grisham, Jr. property (Book 1126, Page 495, in the Register's Office of Dickson County, Tennessee);

Thence continuing with same said bearing and along the North line of said Grisham, Jr. property, North 81° 49' 54" West, 158.94 feet to a ½" rebar (old) in the East right-of-way of Old Highway 46, said rebar also being the Northwest corner of said Grisham, Jr. property, said rebar also being the Southwest corner of the herein described tract and having Tennessee State Plan Coordinates of Northing 613784.37, Easting 1574018.77;

Thence leaving said Grisham, Jr. property and with the East right-of-way of said Old Highway 46, North 04° 03' 23" East, 76.43 feet to a ½" rebar (new) capped "TIL", in the South right-of-way of said Turkey Creek Road, said rebar being the Northwest corner of the herein described tract;

Thence leaving said Old Highway 46 and with the South right-of-way of said Turkey Creek Road for the next 4 calls:

North 75° 39' 30" East, 180.44 feet to a ½" rebar (new) capped "TIL"; North 83° 15' 10" East, 148.94 feet to a ½" rebar (new) capped "ITL"; South 53° 51' 23" West, 53.01 feet to a ½" rebar (new) capped "TTL"; North 75° 39' 30" East; 249.98 feet to the POINT OF BEGINNING.

Being part of the same property conveyed from Victor J. Jernigan and John P. Anderson to Barclay

Partners, a general partnership comprised of E. Todd Nathan and J. Robert Brown. by Warranty Deed dated February 24, 1994, recorded February 25, 1994, in Volume 356, Page 331, in the Register's Office of Dickson County, Tennessee.

Barclay Partners is now known as Barclay Partners, LLC, a Tennessee limited liability company, pursuant to Articles of Conversion filed September 29, 1994 with the Tennessee Secretary of State, a copy of which is recorded in Volume 438, Page 150, in the Register's Office of Dickson County, Tennessee.

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

SECTION 1. Pursuant to the provisions of T.C.A. § 6-51-102, there is hereby adopted, for the area bounded as described above, the following plan of services:

A. Police and 9-1-1

1. Patrol, response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.
2. No new additional personnel or patrol car(s) will be added to continue the present level of police services throughout the city, including the newly annexed area.
3. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as needed, based on a thorough study and adherence to relevant traffic engineering standards.

B. Fire Services

1. Fire protection by the present personnel and equipment of the fire department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
2. No additional personnel, fire engines or auxiliary equipment will be allocated to the fire department to maintain current standards throughout the entire city, including the annexed area.
3. No additional station(s) will be constructed to serve the annexed area.

C. Streets

1. Emergency street maintenance will begin on the effective date of annexation.
2. Routine maintenance, on the same basis as in the existing city, will begin in the annexed area when state shared Street Aid funds begin to be received based on the annexed population.
3. Reconstruction and resurfacing of streets, installation of storm drainage systems, and construction of curbs, gutters and sidewalks will be carried out in accordance with existing city policies.
4. Regular cleaning of streets with curbs and gutters will begin within six week(s) after the effective date of annexation on the same basis as in the existing city.

D. Inspections and Code Enforcement

1. Any inspection services now conducted by the city will begin in the annexed area on the effective date of annexation.

E. Planning and Zoning

1. The city's planning and zoning jurisdiction will extend to the annexed area as of the effective date of annexation. City planning jurisdiction and regulation will thereafter encompass the entire annexed area. The annexation ordinance will zone all property in the annexed area as B-3, 4th Ward.

F. Street Lighting

1. Streetlights will be installed in substantially developed commercial and residential areas at the will of the City Council, using the prevailing standards in the existing city.

G. Recreation

1. Residents of the annexed area may use all city recreational facilities, parks, ball fields, etc., on the effective date of annexation. The prevailing standards and policies currently in use in the existing city will be applied to expand the recreational and program facilities in the enlarged city.

SECTION 2. This Resolution shall become effective from and after its adoption on second reading.

Approved and adopted this _____ day of _____, 2025.

ATTEST:

Chris Norman, RECORDER

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

Public Hearing: _____

Passed First Reading: _____

Passed Second Reading: _____

RESOLUTION #2025-51

A RESOLUTION TO ANNEX CERTAIN TERRITORY (CONTAINING APPROXIMATELY 21 ACRES) ON ENO ROAD (MAP 110, PARCEL 018.08) UPON WRITTEN CONSENT OF THE OWNER AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF DICKSON, TENNESSEE

WHEREAS, the City of Dickson, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory into the city limits; and

WHEREAS, the owners of all property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Dickson to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Dickson, and by publishing notice of the resolution at or about the same time in the Dickson Post, a newspaper of general circulation in such territory and the City of Dickson; and

WHEREAS, a plan of services for the area proposed for annexation contained in Resolution #2025-52, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Dickson Municipal Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published in a newspaper of general circulation in the City of Dickson not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the governing body on September 2, 2025.

Now, therefore, **BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DICKSON**, Tennessee as follows:

- A. That the following territory is hereby annexed and incorporated into the boundaries of the City of Dickson, to be effective as of November 4, 2025, to wit:

Parcel 1:

Lying and being in the Dickson County, Tennessee, and being a portion of the Guy Oakley Heirs tract as recorded in Volume 67, Page 99, in the Register's Office of Dickson County, Tennessee, and further described as follows:

Beginning at an angle iron, being the Southwest corner of the tract of which this is a part and also the Northwest corner of Mary Annis as recorded in Volume 106, Page 119, and also a point in the East boundary of Orange Evens as recorded in Volume 31, Page 50, and near a fence corner, thence with Evans and George Horner, North 2 degrees, 05 minutes, 00 seconds East 820.32 feet to an iron pin, also being the Southwest corner of Tract No. 6; thence leaving Horner and the fence and with Tract No. 6, South 89 degrees, 21 minutes, 22 seconds East 598.44 feet to an iron pin, also being a point in the West boundary of Tract No. 4; thence with Tract No. 4, South 1 degree, 51 minutes, 58 seconds West 627.00 feet to an angle iron, being a point in the North boundary of the Rolling Acres Subdivision; thence with the subdivision, South 45 degrees, 49 minutes, 51 seconds West 175.28 feet to an angle iron; North 88 degrees, 37 minutes, 16 seconds West passing an angle iron at 174.06 feet and on in all 275.86 feet to an angle iron on the Northeast corner of a 50-foot right-of-way of Gilliam Lane; thence South 70 degrees, 57 minutes, 29 seconds West passing the Northwest corner of Gilliam Lane to an iron pin at 50.08 feet and on in all 214.08 feet to the point of beginning, containing 10.30 acres, more or less, being shown as Tract No. 5 per survey by Mid-Southern Surveying Company, Melvin W. Smith, Surveyor, R.L.S. No. 290, dated April 20, 1992, and attached to Decree Confirming Sale of record in Volume 310, Page 32, Register's Office for Dickson County, Tennessee.

Being the same property conveyed to Larry A. Gladden and wife, Linda H. Gladden, by General Warranty Deed from Kevin John Heely of record in Book V498, page 133, Register's Office for Dickson County, Tennessee, dated April 15, 1998, and recorded on April 15, 1998.

Parcel 2:

Lying and begin in the Dickson County, State of Tennessee, and being a portion of the Guy Oakley Heirs tract as recorded in Volume 67, Page 99. Register's Office of Dickson County, Tennessee, and further described as follows:

Beginning at an iron pin in the South right-of- way of Eno Road and being 25 feet from the center and being the Northwest corner of the tract of which this is a part and also being the Northeast corner of Archie Horner as recorded in Volume 16, Page 113; thence with the right-of-way, South 86 degrees, 47 minutes, 23 seconds East 595.16 feet to an iron pin, also being the Northwest corner of Tract No. 4; thence leaving the road and with Tract No. 4, South 1 degree, 51 minutes, 58 seconds West 783.23 feet to an iron pin, being the Northeast corner of Tract No. 5; thence with Tract No. 5, North 89 degrees, 21 minutes, 33 seconds West 598.44 feet to an iron pin in a fence, also a point in the East boundary of George Horner; thence with George Horner and said Archie Horner and generally with the fence, North 2 degrees, 06 minutes, 00 seconds East 810.00 feet to the point of beginning,

containing 10.81 acres, more or less, being shown as Tract No. 6 per survey by Mid-Southern Surveying Company, Melvin W. Smith, Surveyor, R.L.S. No. 290, dated April 20, 1992, and attached to Decree Confirming Sale of record in Volume 310, Page 32, Register's Office for Dickson County, Tennessee.

Being the same property conveyed to Larry Gladden and wife, Linda Gladden, by Conservator's Deed from Durwood G. Moore, Conservator for Ruby Gertrude Oakley of record in Book V310, page 82, Register's Office for Dickson County, Tennessee, dated May 13, 1992, and recorded on May 15, 1992.

TO HAVE AND TO HOLD said real estate unto the Grantee, and the Grantee's successors, heirs and assigns, forever in fee simple.

- B. That the plan of services for this territory which is contained in Resolution #2025-52 is approved and the same is hereby adopted.
- C. That this territory shall be included in the 3rd Ward and zoned R-1.
- D. That the Mayor shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Mayor of Dickson County.
- E. That a signed copy of this resolution shall be recorded with the Dickson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Dickson County Assessor of Property.
- F. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.
- G. That a revised map of the voting precincts shall be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.
- H. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

WHEREUPON, the Mayor declared the resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

VOTE OF THE CITY COUNCIL

For: _____ **Against:** _____

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

ATTEST:

Chris Norman, RECORDER

Public Hearing: _____

Passed First Reading: _____

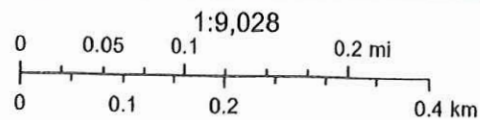
Passed Second Reading: _____

Approved as to Form and Legality this _____ day of _____, 20__

City Attorney

[illegible]

County: DICKSON
Owner: GLADDEN LARRY ETUX LINDA
Address: ENO RD
Parcel ID: 110 018.08
Deeded Acreage: 0
Calculated Acreage: 21.1



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



Green Arc Land & Investments, GP
P.O. Box 210105
Nashville, TN 37221

June 25th, 2025

City of Dickson
Planning and Zoning Department
600 E Walnut Street
Dickson, TN 37055

RE: Formal Request for Annexation of Property for Residential Development

Dear Planning and Zoning Department Members,

I am writing to formally request the annexation of a tract of land into the corporate limits of the City of Dickson, Tennessee. The subject property is currently located in Dickson County and is described as follows:

- Map and Parcel: 110 018.08
- Address: 0 Eno Road, Dickson, TN 37055
- Description: Property is +/- 20 acres directly adjacent to Eno Road on the Northern boundary with a 50 foot right-of-way to Gillium Lane on the Southern boundary.

Thank you for your time and consideration of this request.

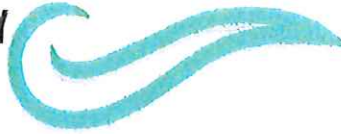
Sincerely,

A handwritten signature in blue ink that reads "Tyler R. White".

Tyler White
Partner
Green Arc Land & Investments, GP
trwhite84@gmail.com
615-519-1721

WATER AUTHORITY OF DICKSON COUNTY

101 Cowan Road, Dickson, Tennessee 37055
615.441.4188 | www.wadc.us



June 17, 2025

Mr. Douglas Strong
209 29th Avenue N, Suite 150
Nashville, TN 37203

**RE: Ability to Serve: Water and Sanitary Sewer
Eno Road Subdivision
Map 110, Parcel 018.08
Eno Road, Dickson County, TN**

Mr. Strong:

We are pleased to inform you that the Water Authority of Dickson County has approved the drinking water and centralized sewer availability you requested for the 50 single-family homes you are proposing to build in a new residential development on the above-referenced parcel in Dickson County. This approval, which represents the Water Authority's commitment to reserve the capacities needed for those homes, will expire on January 1, 2026. In accordance with Water Authority policies and procedures, the capacities and the Authority's commitment to serve will be dedicated upon receipt of your payment of all applicable fees. However, if those fees are not paid in full by the expiration date noted above, the Water Authority will be under no further obligation to provide service. Additionally, the Water Authority reserves the right to rescind this approval at any time prior to fee payment if required by legislative, regulatory, or environmental actions.

You will need to engage the services of a professional engineer, licensed in the State of Tennessee, to prepare the design of the public water and sanitary sewer facilities. Strict adherence to Water Authority policies, standards, and overall instruction will be required. Furthermore, you will need to provide and install all facilities shown in the plan approved by the Water Authority, along with any materials identified during construction that are needed to complete those facilities.

We look forward to working with you on this project. Let me know if you have any questions.

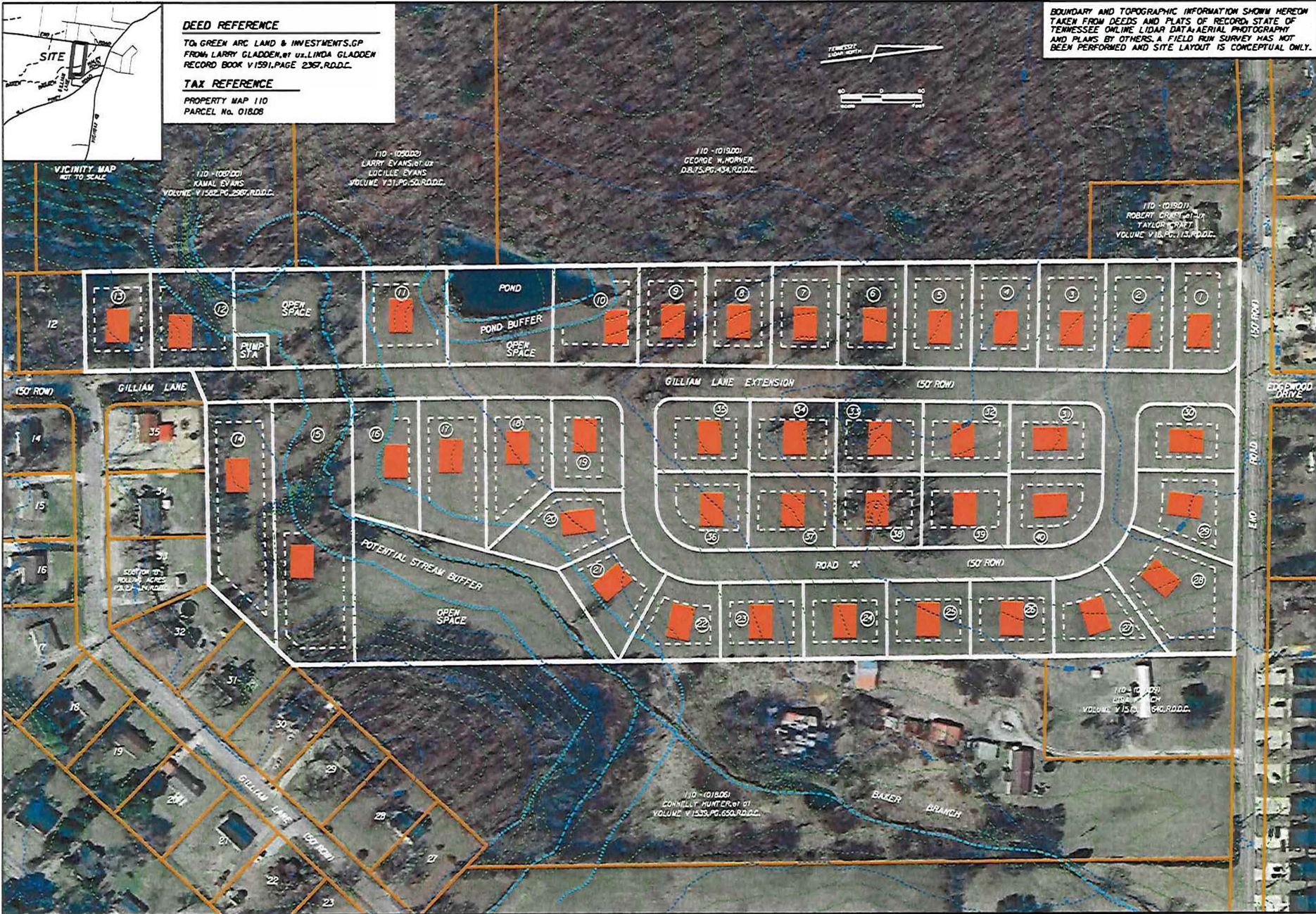
Sincerely,


Michael W. Rogers, P.E.
Chief Strategy Officer



DEED REFERENCE
TO: GREEN ARC LAND & INVESTMENTS, GP
FROM: LARRY GLADDER, et al. LINDA GLADDER
RECORD BOOK V1591, PAGE 2367, R.D.D.C.
TAX REFERENCE
PROPERTY MAP 110
PARCEL No. 01808

BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON
TAKEN FROM DEEDS AND PLATS OF RECORD, STATE OF
TENNESSEE ONLINE LIDAR DATA, AERIAL PHOTOGRAPHY
AND PLANS BY OTHERS. A FIELD RUN SURVEY HAS NOT
BEEN PERFORMED AND SITE LAYOUT IS CONCEPTUAL ONLY.



For Project File No. 1003-01
Engineer and
Certified Appraiser
JAMES + ASSOCIATES, INC.

**CAUTION :
CONCEPTUAL
PLANS
NOT FOR
CONSTRUCTION**

08/14/25

CONCEPTUAL DEVELOPMENT PLAN - EXHIBIT 3
GREEN ARC LAND & INVESTMENTS, GP PROPERTY
ENO ROAD & GILLIAM LANE
1st CIVIL DISTRICT
DICKSON, DICKSON COUNTY, TENNESSEE

DATE	DESCRIPTION	CONCEPTUAL PLAN	LOT #
08/14/25	01808		
08/14/25	01809		
08/14/25	01810		
08/14/25	01811		
08/14/25	01812		
08/14/25	01813		
08/14/25	01814		
08/14/25	01815		
08/14/25	01816		
08/14/25	01817		
08/14/25	01818		
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08/14/25	01831		
08/14/25	01832		
08/14/25	01833		
08/14/25	01834		
08/14/25	01835		
08/14/25	01836		
08/14/25	01837		
08/14/25	01838		
08/14/25	01839		
08/14/25	01840		

Exb-3

FILE No. 1003-01

RESOLUTION #2025-52

A RESOLUTION TO ADOPT A PLAN OF SERVICES FOR THE ANNEXATION OF CERTAIN TERRITORY ON ENO ROAD (MAP 110, PARCEL 018.08) BY THE CITY OF DICKSON, TENNESSEE

WHEREAS, Tennessee Code Annotated § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance; and

WHEREAS, the area proposed for annexation to the City of Dickson is within the City's Urban Growth Boundary, as required by law, and is described as follows:

Parcel 1:

Lying and being in the Dickson County, Tennessee, and being a portion of the Guy Oakley Heirs tract as recorded in Volume 67, Page 99, in the Register's Office of Dickson County, Tennessee, and further described as follows:

Beginning at an angle iron, being the Southwest corner of the tract of which this is a part and also the Northwest corner of Mary Annis as recorded in Volume 106, Page 119, and also a point in the East boundary of Orange Evens as recorded in Volume 31, Page 50, and near a fence corner, thence with Evans and George Horner, North 2 degrees, 05 minutes, 00 seconds East 820.32 feet to an iron pin, also being the Southwest corner of Tract No. 6; thence leaving Horner and the fence and with Tract No. 6, South 89 degrees, 21 minutes, 22 seconds East 598.44 feet to an iron pin, also being a point in the West boundary of Tract No. 4; thence with Tract No. 4, South 1 degree, 51 minutes, 58 seconds West 627.00 feet to an angle iron, being a point in the North boundary of the Rolling Acres Subdivision; thence with the subdivision, South 45 degrees, 49 minutes, 51 seconds West 175.28 feet to an angle iron; North 88 degrees, 37 minutes, 16 seconds West passing an angle iron at 174.06 feet and on in all 275.86 feet to an angle iron on the Northeast corner of a 50-foot right-of-way of Gilliam Lane; thence South 70 degrees, 57 minutes, 29 seconds West passing the Northwest corner of Gilliam Lane to an iron pin at 50.08 feet and on in all 214.08 feet to the point of beginning, containing 10.30 acres, more or less, being shown as Tract No. 5 per survey by Mid-Southern Surveying Company, Melvin W. Smith, Surveyor, R.L.S. No. 290, dated April 20, 1992, and attached to Decree Confirming Sale of record in Volume 310, Page 32, Register's Office for Dickson County, Tennessee.

Being the same property conveyed to Larry A. Gladden and wife, Linda H. Gladden, by General Warranty Deed from Kevin John Heely of record in Book V498, page 133, Register's Office for Dickson County, Tennessee, dated April 15, 1998, and recorded on April 15, 1998.

Parcel 2:

Lying and begin in the Dickson County, State of Tennessee, and being a portion of the Guy Oakley Heirs tract as recorded in Volume 67, Page 99. Register's Office of Dickson County, Tennessee, and further described as follows:

Beginning at an iron pin in the South right-of- way of Eno Road and being 25 feet from the center and being the Northwest corner of the tract of which this is a part and also being the Northeast corner of Archie Horner as recorded in Volume 16, Page 113; thence with the right-of-way, South 86 degrees, 47 minutes, 23 seconds East 595.16 feet to an iron pin, also being the Northwest corner of Tract No. 4; thence leaving the road and with Tract No. 4, South 1 degree, 51 minutes, 58 seconds West 783.23 feet to an iron pin, being the Northeast corner of Tract No. 5; thence with Tract No. 5, North 89 degrees, 21 minutes, 33 seconds West 598.44 feet to an iron pin in a fence, also a point in the East boundary of George Horner; thence with George Horner and said Archie Horner and generally with the fence, North 2 degrees, 06 minutes, 00 seconds East 810.00 feet to the point of beginning, containing 10.81 acres, more or less, being shown as Tract No. 6 per survey by Mid-Southern Surveying Company, Melvin W. Smith, Surveyor, R.L.S. No. 290, dated April 20, 1992, and attached to Decree Confirming Sale of record in Volume 310, Page 32, Register's Office for Dickson County, Tennessee.

Being the same property conveyed to Larry Gladden and wife, Linda Gladden, by Conservator's Deed from Durwood G. Moore, Conservator for Ruby Gertrude Oakley of record in Book V310, page 82, Register's Office for Dickson County, Tennessee, dated May 13, 1992, and recorded on May 15, 1992.

TO HAVE AND TO HOLD said real estate unto the Grantee, and the Grantee's successors, heirs and assigns, forever in fee simple.

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

SECTION 1. Pursuant to the provisions of T.C.A. §6-51-102, there is hereby adopted, for the area bounded as described above, the following plan of services:

A. Police and 9-1-1

1. Patrol, response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.
2. One additional officer and one additional patrol car will be added to continue the present level of police services throughout the city, including the newly annexed area.
3. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as needed, based on a thorough study and adherence to relevant traffic engineering standards.

B. Fire Services

1. Fire protection by the present personnel and equipment of the fire department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

2. No additional personnel, fire engines, or immediate auxiliary equipment will be allocated to the fire department to maintain current standards throughout the entire city, including the annexed area.
3. No additional station(s) will be constructed to serve the annexed area.

C. Streets

1. Emergency street maintenance will begin on the effective date of annexation.
2. Routine maintenance, on the same basis as in the existing city, will begin in the annexed area when state shared street aid funds begin to be received based on the annexed population. (July 1 following the annexation effective date.)
3. Reconstruction and resurfacing of streets, installation of storm drainage systems, and construction of curbs, gutters, and sidewalks will be carried out in accordance with existing city policies.
4. Regular cleaning of streets with curbs and gutters will begin within six week(s) after the effective date of annexation on the same basis as in the existing city.

D. Inspections and Code Enforcement

1. Any inspection services now conducted by the city will begin in the annexed area on the effective date of annexation.

E. Planning and Zoning

1. The city's planning and zoning jurisdiction will extend to the annexed area as of the effective date of annexation. City planning jurisdiction and regulation will thereafter encompass the entire annexed area. The annexation ordinance will zone all property in the annexed area as R-1, 3rd Ward.

F. Street Lighting

1. Streetlights will be installed in substantially developed commercial and residential areas at the will of the City Council, using the prevailing standards in the existing city.

G. Recreation

1. Residents of the annexed area may use all city recreational facilities, parks, ball fields, etc., on the effective date of annexation. The prevailing standards and policies currently in use in the existing city will be applied to expand the recreational and program facilities in the enlarged city.

SECTION 2. This Resolution shall become effective from and after its adoption on second reading.

Approved and adopted this _____ day of _____, 2025.

ATTEST:

Chris Norman, RECORDER

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

Public Hearing: _____
Passed First Reading: _____
Passed Second Reading: _____

RESOLUTION #2025-53

**A RESOLUTION TO ANNEX CERTAIN TERRITORY ON VALLEYWOOD DRIVE
(MAP 103, PARCEL 088.01) UPON WRITTEN CONSENT OF THE OWNERS AND TO
INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF
DICKSON, TENNESSEE**

WHEREAS, the City of Dickson, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory into the city limits; and

WHEREAS, the owners of all property within the territory proposed for annexation have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this resolution, describing the territory proposed for annexation, was promptly sent by the City of Dickson to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than twenty-one (21) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this resolution also was published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Dickson, and by publishing notice of the resolution at or about the same time in the Dickson Post, a newspaper of general circulation in such territory and the City of Dickson; and

WHEREAS, a plan of services for the area proposed for annexation is contained in Resolution #2025-54, which plan of services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation and plan of services were submitted to the Dickson Municipal Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation and the plan of services was published in a newspaper of general circulation in the City of Dickson not less than twenty-one (21) days before the hearing, which notice included the locations of a minimum of three (3) copies of the plan of services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation and plan of services was held by the governing body on September 2, 2025.

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

- A. That the following territory is hereby annexed and incorporated into boundaries of the City of Dickson, to be effective as of November 4, 2025, to wit:

Grove Land Property Management, LLC.
Valleywood Dr
± 27.71 Acres

Lying and being in the Fifth Civil District of Dickson County, State of Tennessee, and being more particularly described as follows:

Beginning at an existing iron rod at the southeast corner of the Weyman C. Lewis property in a western boundary line of the Town of Dickson, Tennessee, property; thence along boundary lines of the Town of Dickson to points as follows:

South 47 degrees 56 minutes 25 seconds East 32.84 feet to an existing iron pipe; South 12 degrees 37 minutes 58 seconds West 188.27 feet to an existing concrete marker; South 13 degrees 09 minutes 47 seconds East 211.41 feet to an existing iron rod; South 13 degrees 12 minutes 41 seconds East 251.43 feet to an existing iron rod at the northeast corner of the William B. Burgess et ux property; thence along boundary lines of the Burgess property and with a fence line to points as follows: South 76 degrees 52 minutes 37 seconds West 974.92 feet to an existing concrete marker; South 41 degrees 56 minutes 48 seconds East 647.35 feet to an iron rod set on the north side of Valleywood Drive, said point being a northwest corner of the Robert Wayne Mathis et ux property; thence with a western boundary line of the Mathis property and crossing Valleywood Drive, South 41 degrees 56 minutes 48 seconds East 52.65 feet to an iron rod set on the south side of Valleywood Drive; thence continuing along a northern boundary line of the Mathis property, South 77 degrees 04 minutes 55 seconds West 461.82 feet to an iron rod set in the northeastern boundary line of Lot 35 of the West Meade Subdivision; thence crossing Valleywood Drive and along the northeast boundary line of Lot 35 and then Lot 76 of the West Meade Subdivision, North 42 degrees 13 minutes 55 seconds West 320.28 feet to an existing iron rod at the southeast corner of the Elbert H. Wright et ux property; thence along the northeast boundary line of the Wright property, North 42 degrees 13 minutes 55 seconds West 117.62 feet to an existing concrete marker at the southeast corner of the Larry Hough et ux property; thence along boundary lines of the Hough property to points as follows: North 42 degrees 14 minutes 54 seconds West 262.26 feet to an existing iron rod; North 42 degrees 17 minutes 14 seconds West 342.84 feet to an existing angle iron; thence continuing along an eastern boundary line of the Hough property with a fence line, North 11 degrees 38 minutes 32 seconds West 407.65 feet to a wood fence post at the southwest corner of the Lewis property; thence along the south boundary line of the Lewis property and with a fence line North 78 degrees 31 minutes 14 seconds East 1,659.68 feet to the point of beginning, according to a survey of Bledsoe, Adams & Christy Engineering and Surveying, LLC, 3383 N. Highway 48, Charlotte, Tennessee, Phillip Darrin Christy, Tennessee Registered Land Surveyor No. 1821, dated September 1, 2004.

- B. That the plan of services for this territory which is contained in Resolution #2025-54 is approved and the same is hereby adopted.
- C. That this territory shall be included in the 3rd Ward, and zoned R-1.
- D. That the Mayor shall cause a copy of this resolution, as well as the adopted plan of services, to be forwarded to the Mayor of Dickson County.

- E. That a signed copy of this resolution shall be recorded with the Dickson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Dickson County Assessor of Property.
- F. That a signed copy of this resolution, as well as the portion of the plan of services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district.
- G. That a revised map of the voting precincts shall be sent to the Office of Local Government and to the Office of Management Information Services for the Tennessee General Assembly, following adoption of this resolution.
- H. That the Tennessee Department of Revenue shall be notified, for the purpose of tax administration, that the annexation took place.

WHEREUPON, the Mayor declared the resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

VOTE OF THE CITY COUNCIL

For: _____ **Against:** _____

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

ATTEST:

Chris Norman, RECORDER

Public Hearing: _____

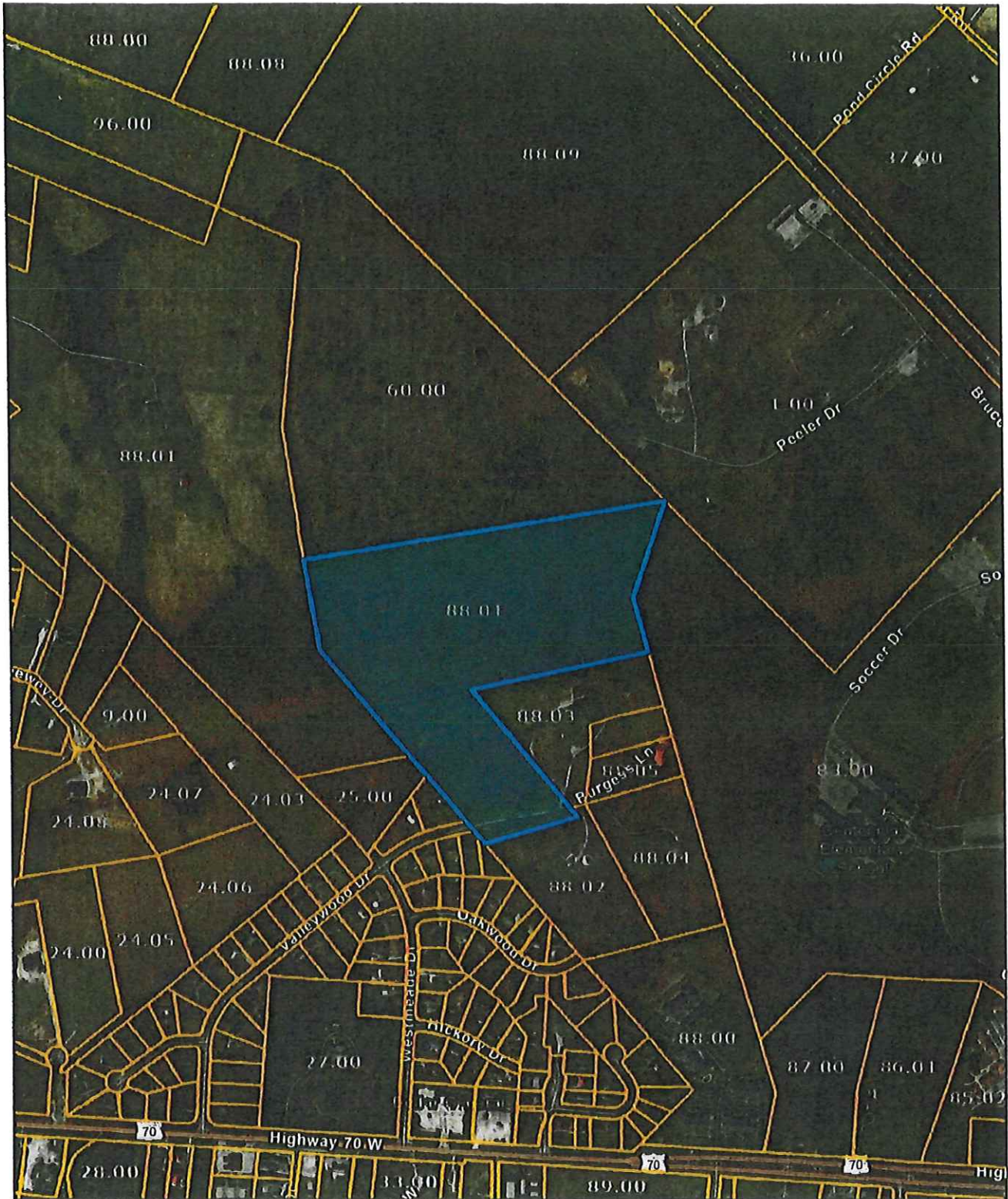
Passed First Reading: _____

Passed Second Reading: _____

Approved as to Form and Legality this _____ **day of** _____, **20**__

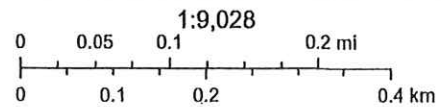
City Attorney

Dickson County - Parcel: 103 088.01



Date: May 23, 2025

County: DICKSON
Owner: HOUGH LARRY ETUX LESLIE
Address: N/HWY 70
Parcel ID: 103 088.01
Deeded Acreage: 27.71
Calculated Acreage: 0
Vexcel Imagery Date: 2023



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.



LEGEND

- PARCEL BOUNDARY
- - - - - APPROXIMATE MUNICIPAL BOUNDARY

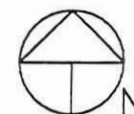
SOURCE: GOOGLE MAPS

FIGURE 1: VICINITY MAP



HUH PROPERTY
ANNEXATION

SCALE: N.T.S.
DATE: 05/23/2025





Southern Consulting

Engineering • Materials Testing • Environmental Services

pd 5.21-250

May 23, 2025

Mr. Jason Pilkington
Director
City of Dickson
Planning and Zoning Department
600 East Walnut Street
Dickson, TN 37055

RE: Annexation Request; Huh Parcel, Map 103, Parcel 088.01

Dear Jason:

Please see attached the required information for the above referenced parcel to be annexed in the city of Dickson. The attached information includes the following:

1. Written request from the owner
2. Deed
3. Tax Map of Parcel Map 103, Parcel 088.01
4. Vicinity Map
5. Preliminary Concept Plan

Should you require additional information, please let me know.

Sincerely,
SOUTHERN CONSULTING

Trent B. Smith, P.E.
Project Manager

Mr. Kevin Huh
3389 Shady Grove Road
Clarksville, TN 37043

May 23, 2025

Mr. Jason Pilkington
Director
City of Dickson
Planning and Zoning Department
600 East Walnut Street
Dickson, TN 37055

RE: Annexation Request; Huh Parcel, Map 103, Parcel 088.01

Dear Mr. Pilkington,

I am writing to request that my parcel located on Valleywood Drive be annexed into the city of Dickson. All required information for the application will be provided to you by Southern Consulting. I am working to develop this parcel for single family residences under the city's R-1 zoning designation.

If you have questions, I may be reached at 615.542.6531.

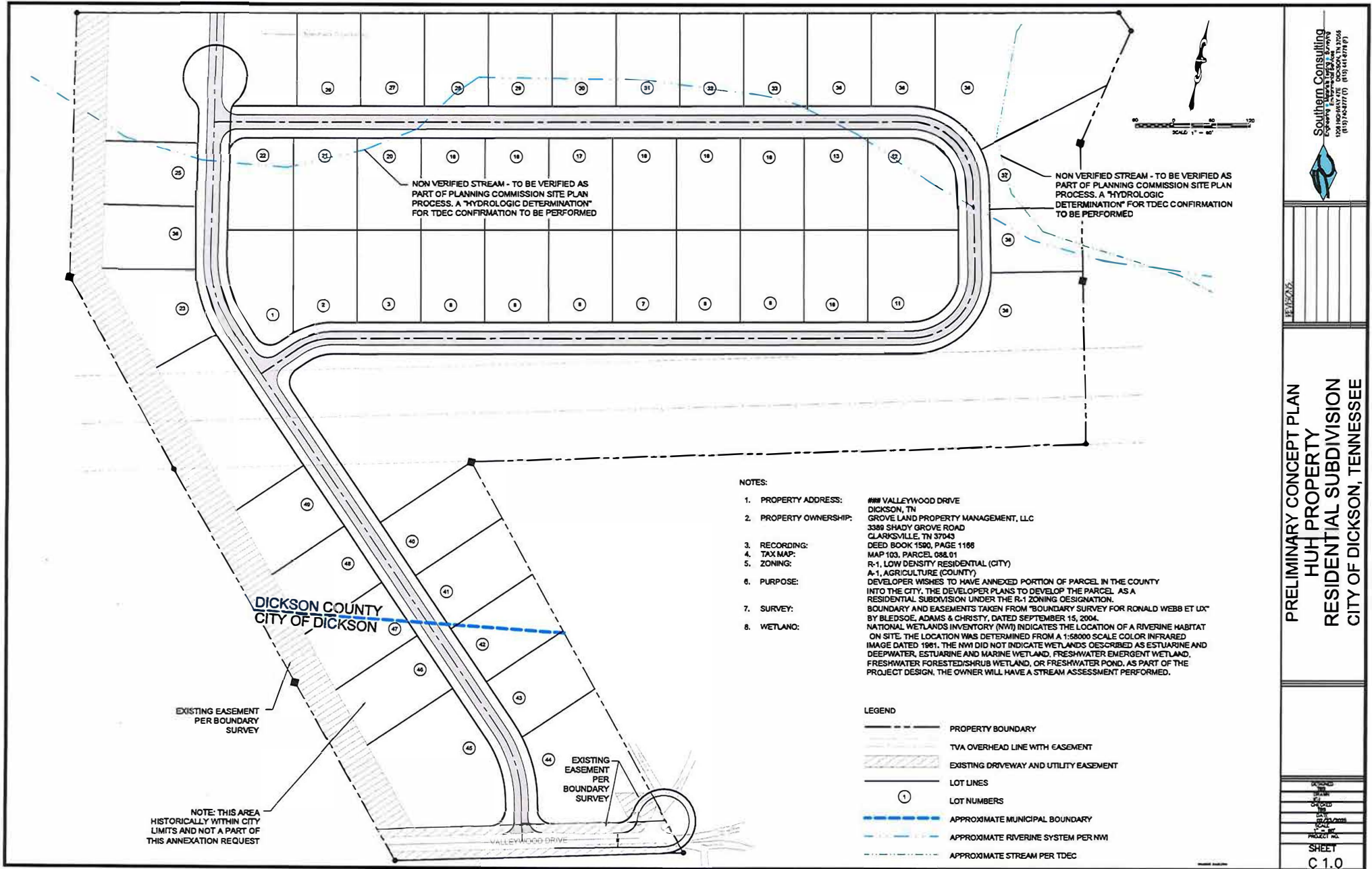
Sincerely,

Kevin Huh

A handwritten signature in black ink, appearing to be 'KH' followed by a long horizontal line.

5/23/2025

REVENUE FOR OCT 6TH
COUNCIL



J May 2010

Amended

RESOLUTION #2025-54

A RESOLUTION TO ADOPT A PLAN OF SERVICES FOR THE ANNEXATION OF TERRITORY ON VALLEYWOOD DRIVE (MAP 103, PARCEL 088.01) BY THE CITY OF DICKSON, TENNESSEE

WHEREAS, Tennessee Code Annotated § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance; and

WHEREAS, the area proposed for annexation to the City of Dickson is within the City's Urban Growth Boundary, as required by law, and is described as follows:

Grove Land Property Management, LLC.
Valleywood Dr
± 27.71 Acres

Lying and being in the Fifth Civil District of Dickson County, State of Tennessee, and being more particularly described as follows:

Beginning at an existing iron rod at the southeast corner of the Weyman C. Lewis property in a western boundary line of the Town of Dickson, Tennessee, property; thence along boundary lines of the Town of Dickson to points as follows:

South 47 degrees 56 minutes 25 seconds East 32.84 feet to an existing iron pipe; South 12 degrees 37 minutes 58 seconds West 188.27 feet to an existing concrete marker; South 13 degrees 09 minutes 47 seconds East 211.41 feet to an existing iron rod; South 13 degrees 12 minutes 41 seconds East 251.43 feet to an existing iron rod at the northeast corner of the William B. Burgess et ux property; thence along boundary lines of the Burgess property and with a fence line to points as follows: South 76 degrees 52 minutes 37 seconds West 974.92 feet to an existing concrete marker; South 41 degrees 56 minutes 48 seconds East 647.35 feet to an iron rod set on the north side of Valleywood Drive, said point being a northwest corner of the Robert Wayne Mathis et ux property; thence with a western boundary line of the Mathis property and crossing Valleywood Drive, South 41 degrees 56 minutes 48 seconds East 52.65 feet to an iron rod set on the south side of Valleywood Drive; thence continuing along a northern boundary line of the Mathis property, South 77 degrees 04 minutes 55 seconds West 461.82 feet to an iron rod set in the northeastern boundary line of Lot 35 of the West Meade Subdivision; thence crossing Valleywood Drive and along the northeast boundary line of Lot 35 and then Lot 76 of the West Meade Subdivision, North 42 degrees 13 minutes 55 seconds West 320.28 feet to an existing iron rod at the southeast corner of the Elbert H. Wright et ux property; thence along the northeast boundary line of the Wright property, North 42 degrees 13 minutes 55 seconds West 117.62 feet to an existing concrete marker at the southeast corner of the Larry Hough et ux property; thence along boundary lines of the Hough property to points as follows: North 42 degrees 14 minutes 54 seconds West 262.26 feet to an existing iron rod; North 42 degrees 17 minutes 14 seconds West 342.84 feet to an existing angle iron; thence continuing along an eastern boundary line of the Hough property with a fence line, North 11 degrees 38 minutes 32 seconds West 407.65 feet to a wood fence post at the southwest corner of the Lewis property; thence along the south boundary line of the Lewis property and with a fence line North 78 degrees 31 minutes 14 seconds East 1,659.68 feet to the

point of beginning, according to a survey of Bledsoe, Adams & Christy Engineering and Surveying, LLC, 3383 N. Highway 48, Charlotte, Tennessee, Phillip Darrin Christy, Tennessee Registered Land Surveyor No. 1821, dated September 1, 2004.

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

SECTION 1. Pursuant to the provisions of T.C.A. § 6-51-102, there is hereby adopted, for the area bounded as described above, the following plan of services:

A. Police

1. Patrol, response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.
2. One additional officer and one additional patrol car will be added to continue the present level of police services throughout the city, including the newly annexed area.
3. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as needed, based on a thorough study and adherence to relevant traffic engineering standards.

B. Fire Services

1. Fire protection by the present personnel and equipment of the fire department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
2. No additional personnel, fire engines, or auxiliary equipment will be allocated to the fire department to maintain current standards throughout the entire city, including the annexed area.
3. No additional station(s) will be constructed to serve the annexed area.
4. (1) Brush Truck requested.

C. Streets

1. Emergency street maintenance will begin on the effective date of annexation.
2. Routine maintenance, on the same basis as in the existing city, will begin in the annexed area when state shared street aid funds begin to be received based on the annexed population. (July 1 following the annexation effective date.)
3. Reconstruction and resurfacing of streets, installation of storm drainage systems, and construction of curbs, gutters, and sidewalks will be carried out in accordance with existing city policies.
4. Regular cleaning of streets with curbs and gutters will begin after the effective date of annexation on the same basis as in the existing city.

D. Inspections and Code Enforcement

1. Any inspection services now conducted by the city (building, plumbing, electrical, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation.

E. Planning and Zoning

1. The city's planning and zoning jurisdiction will extend to the annexed area as of the effective date of annexation. City planning jurisdiction and regulation will thereafter encompass the entire annexed area. The annexation ordinance will temporarily zone all property in the annexed area as R-1, 3rd Ward.

F. Street Lighting

1. Street lights will be installed in substantially developed commercial and residential areas at the will of the City Council, using the prevailing standards in the existing city.

G. Recreation

1. Residents of the annexed area may use all city recreational facilities, parks, ball fields, etc., on the effective date of annexation. The prevailing standards and policies currently in use in the existing city will be applied to expand the recreational and program facilities in the enlarged city.

SECTION 2. This Resolution shall become effective from and after its adoption on second reading.

Approved and adopted this _____ day of _____, 2025.

ATTEST:

Chris Norman, RECORDER

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

Public Hearing: _____

Passed First Reading: _____

Passed Second Reading: _____

RESOLUTION #2025-58

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A LEASE AGREEMENT WITH THE ECONOMIC AND HOUSING DEVELOPMENT CORPORATION OF DICKSON COUNTY, TENNESSEE, AND 841 COWAN ROAD LP TO ACCEPT PAYMENTS IN LIEU OF TAXES

WHEREAS, the Dickson County Commission created and authorized the Economic and Housing Development Corporation of Dickson County, Tennessee, to acquire title to and enter into a lease agreement (the Agreement), attached as an exhibit hereto, that provides for payments in lieu of taxes (PILOT) by 841 Cowan Road LP, the lessee proposing to construct a multifamily residential facility known as Cowan Road Apartments (the Project) in the City of Dickson, Tennessee; and

WHEREAS, 841 Cowan Road LP is requesting within the Agreement a PILOT agreement from the City of Dickson, Tennessee, to commence upon completion of the Project with incremental payments **starting at thirty-nine thousand, nine hundred dollars (\$39,900) and increasing annually by either three percent (3%) or by the percentage of increase in the ad valorem property tax rate** through the end of the **tenth (10th)** year following the completion date; and

WHEREAS, the Agreement includes a provision that 841 Cowan Road LP will make a one-time Construction Monitoring fee payment of **four hundred fifty thousand dollars (\$450,000) and contribute seventy-five thousand dollars (\$75,000) for improvements to Cowan Road** to the City of Dickson upon closing of the construction loan.

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

SECTION 1. The Agreement between the Economic and Housing Development Corporation of Dickson County, Tennessee, and 841 Cowan Road LP attached hereto is approved insofar as it obligates the City of Dickson, Tennessee, to a **ten**-year PILOT program for the Project described therein subject to the terms and conditions contained therein.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute said Agreement and all other documents and instruments necessary to its implementation as a third-party participant and accepts no obligations as Lessee or Lessor.

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

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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

DRAFT

ECONOMIC AND HOUSING DEVELOPMENT CORPORATION OF DICKSON COUNTY,
TENNESSEE
(a public nonprofit corporation organized
under Tennessee law)

TO

841 COWAN ROAD LP
(a Tennessee limited partnership)

LEASE

DATED AS OF _____, 2025

This instrument prepared by:
Reno & Cavanaugh, PLLC
Dwayne W. Barrett
424 Church Street, Suite 2910
Nashville, Tennessee 37219

LEASE

This Lease, made and entered into as of the ____ day of _____, 2025, by and between the Economic and Housing Development Corporation of Dickson County, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq. ("Lessor"), and 841 Cowan Road LP, a Tennessee limited partnership ("Lessee").

WITNESSETH:

WHEREAS, Lessor is a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq., as amended (the "Act"), and is authorized under the Act to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease and dispose of properties for certain purposes identified in the Act;

WHEREAS, in order to encourage Lessee to cause the acquisition of land and construction of a multifamily facility for low and moderate-income citizens known as Cowan Road Apartments located in Dickson County, Tennessee (the "Project"), thereby furthering the purposes of the Act, Lessor desires to lease to Lessee and Lessee desires to rent from Lessor certain real property hereinafter more particularly described, on the terms and conditions set forth herein; and

WHEREAS, the County Commission of Dickson County, Tennessee, on or around July 21, 2025, delegated to the Board the authority to acquire title to the Project and negotiate and enter into a lease agreement with the Company which provides for the payment in lieu of taxes; and

NOW, THEREFORE, Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents demise, lease and let unto Lessee, and Lessee does by these presents hire, lease and rent from Lessor, for the Term (as defined below) and upon the conditions hereinafter stated, the real property described in Exhibit A attached hereto, together with all facilities and improvements now existing or hereafter constructed thereon by Lessee or otherwise;

UNDER AND SUBJECT, however, to deed restrictions, covenants, easements, reservations, rights of way and other encumbrances applicable to the real property to be leased and existing as of the date hereof and any other encumbrance hereafter existing that is not created by Lessor; and

UNDER AND SUBJECT to the following terms and conditions:

ARTICLE I.

Definitions

Section 1.01 In addition to the words, terms and phrases elsewhere defined in this Lease, the following words, terms and phrases as used in this Lease shall have the following respective meanings:

"Acquisition Deed" shall mean the deed pursuant to which Lessor acquires title to the Leased Land.

"Act" shall mean Tenn. Code Ann. §§ 7-53-101, et seq., as amended.

"Additional Rent" shall mean the amounts described in Sections 4.02 and 7.04.

"Basic Rent" shall mean the amounts described in Section 4.01.

"Buildings" shall mean the Buildings to be constructed on the Leased Land including approximately 228 units of rental housing consistent with the site plan and other information provided by Lessee to Lessor.

"City" shall mean the City of Dickson, Tennessee

"City Taxes" shall mean the annual ad valorem taxes levied by the City for City purposes.

"Commencement Date" shall mean the date hereof.

"Completion Date" shall mean the earlier of (i) December 31, 2028; or (ii) the date that a certificate of occupancy is issued for the Buildings. Lessee shall provide a certificate to Lessor evidencing the Completion Date no later than thirty (30) days after the occurrence of the Completion Date.

"County" shall mean Dickson County, Tennessee.

"County Taxes" shall mean the annual ad valorem taxes levied by the County for County purposes.

"First Priority Loan Documents" shall mean the loan documents entered into in connection with the loan secured by the First Priority Mortgage.

"First Priority Mortgage" shall mean the highest priority deed of trust recorded against the Leased Land.

"First Priority Mortgagee" shall mean that lender holding the First Priority Mortgage.

"Force Majeure" means fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the applicable party's reasonable control. Where this Lease expressly provides that a party's obligations are subject to Force Majeure, then delay or non-performance on the part of such party will be excused upon the occurrence and during the continuance of such event of Force Majeure, provided that such party promptly gives the other party written notice of the occurrence and abatement of such event of Force Majeure.

"Investor Limited Partner" shall mean _____, LLC, a _____ limited liability company, or its affiliate, and its successors and assigns.

"Lease" shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more instruments supplemental hereto.

"Leased Land" shall mean the real property described in Exhibit A attached hereto.

"Leased Property" shall mean the Leased Land, together with the Buildings and related improvements.

"Lender" shall mean _____, and its successors and assigns, as their interests may appear.

"Lessee" shall mean 841 Cowan Road LP, a Tennessee limited partnership.

"Lessor" shall mean the Economic and Housing Development Corporation of Dickson County, Tennessee, a public nonprofit corporation organized under the Act.

"Loan Documents" shall mean the Loan Agreement, the Multifamily Note, the Leasehold Multifamily Deed of Trust, Assignment of Leases and Rents, and Security Agreement, and other ancillary documents executed in connection therewith between Lessee and Lender dated on or about _____, 2025, as such documents may be amended or extended.

"Tax Credits" shall mean any low-income housing tax credits that have been awarded with respect to the Leased Property pursuant to Section 42 of the Internal Revenue Code of 1986, as amended.

"Tax Year" shall mean each annual period beginning on January 1 of each year and ending on December 31 of that year.

"Term" shall mean the term described in Article III.

ARTICLE II.

Representations and Warranties of Lessee

Section 2.01 Lessee makes the following representations and warranties to induce Lessor to enter into this Lease:

(a) Lessee is a limited partnership duly formed, existing and in good standing under the laws of the State of Tennessee, and has full power and authority to enter into this Lease and to perform all obligations contained herein and therein, and has, by proper action, been duly authorized to execute and deliver this Lease and, when executed and delivered by the parties thereto, this Lease will constitute the valid and binding obligation of Lessee enforceable in accordance with its terms.

(b) Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated herein by Lessee, nor the fulfillment of or compliance with the terms and conditions of this Lease, does or will conflict with or result in a breach of the terms, conditions or provisions of any restriction or internal governing document of Lessee or any agreement or instrument to which Lessee is now a party or by which it is bound, or any existing law, rule, regulation, judgment, order or decree to which it is subject, or constitutes a default under any of the foregoing or, except as contemplated hereby, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessee under the terms of any instrument or agreement.

(c) There are no proceedings pending, or to the knowledge of Lessee threatened, against or affecting Lessee in any court or before any governmental authority, arbitration board or tribunal which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of Lessee, or the ability of Lessee to perform its obligations under this Lease. Lessee is not in default with respect to an order of any court, governmental authority, arbitration board or tribunal.

(d) No event has occurred and no condition exists with respect to Lessee that would constitute an Event of Default under this Lease, as defined in Article XIV, or which, with the lapse of time or with the giving of notice, or both, would become such an Event of Default.

(e) To the knowledge of Lessee, there are no substances, materials, wastes, pollutants or contaminants located on the Leased Property that are regulated under any environmental law or regulation except those materials and substances that are maintained in compliance with such laws and

regulations, and Lessee shall not permit material quantities of such substances, materials, wastes, pollutants or contaminants to exist on the Leased Property during the Term of this Lease except in compliance with such laws and regulations. Lessee has obtained an independent third-party report confirming the foregoing representation and will provide such report to Lessor upon request.

(f) The Leased Property will be operated as, and its use restricted to, a multifamily housing facility for low or moderate income persons.

(g) The Leased Property constitutes a "tax-credit housing project" as defined in Tenn. Code Ann. § 7-53-305(a)(2)(C).

ARTICLE III.

Lease Term

Subject to the provisions contained in this Lease, this Lease shall be in full force and effect for a Term commencing on the Commencement Date and ending on the twelfth (12th) anniversary of the Completion Date, unless terminated earlier, in accordance with the terms hereof. Lessee shall provide a certificate to Lessor evidencing the Completion Date no later than thirty (30) days after the occurrence of the Completion Date.

Notwithstanding the foregoing, the Term of this Lease may be terminated at any time upon exercise by Lessee of the purchase option described in Article XV hereof.

ARTICLE IV.

Rent

Section 4.01 Basic Rent. Lessee will pay to Lessor without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, as Basic Rent: (a) annual rent in the amount of \$1.00 payable on the date hereof and on each anniversary of the date hereof, which annual rent Lessee will prepay as of the date hereof, (b) all costs and expenses incurred by Lessor in connection with its obligations described herein including but not limited to attorney fees and expenses incurred by Lessor in connection with this Lease, and (c) an administrative fee payable to the Board in connection with entering into this Lease in the amount of three thousand five hundred dollars (\$3,500).

Section 4.02 Additional Rent. Lessee agrees to pay, as Additional Rent, all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay under the lease. Lessee shall also pay as Additional Rent the payments in lieu of taxes described in Section 7.04 hereof. In the event of any failure on the part of Lessee to pay any amounts, liabilities or obligations described in this paragraph, Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of nonpayment of the Basic Rent.

ARTICLE V.

Compliance with Laws; Permitted Contests; Lessee's Acceptance of Leased Property; Reports; Net Lease

Section 5.01 Compliance with Laws. Lessee shall throughout the Term and at no expense to Lessor promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become lawfully applicable to the Leased Property, the repair and alteration thereof, and the use or manner of use of the Leased Property, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change of governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof; provided, however, that Lessee, in lieu of compliance with such laws, orders, rules, regulations and requirements, or the making of such additions, changes or alterations, may, at its option, exercise its right to purchase the Leased Property, as provided below and, in such event shall have no further liability hereunder, except as otherwise provided herein.

Section 5.02 Permitted Contests. Lessee shall not be required to comply or cause compliance with the laws, ordinances, orders, rules, regulations or requirements referenced in Section 5.01, so long as Lessee shall, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings. Such contest may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses (including attorneys' fees) in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and to indemnify and save harmless Lessor from, any such costs or expenses.

Section 5.03 Acceptance of Leased Property. Lessee acknowledges that, as between Lessor and Lessee, it has examined the Land described in Exhibit A attached hereto and the state of Lessor's title thereto prior to the making of this Lease and knows the condition and state thereof, including, without limitation, the environmental and soil conditions, as of the first day of the term of this Lease, and accepts the same in said condition and state; that no representations as to the condition or state thereof have been made by representatives of Lessor; and that in entering into this Lease, Lessee is relying solely upon its own examination thereof.

Section 5.04 Construction Monitoring. During the Term, Lessee shall retain the City to conduct construction monitoring of the Improvements. The responsibilities of the City will be the following:

1. Conduct monthly site visits to ensure construction adheres to approved plans, building codes, and safety regulations;
2. Review quarterly reports given from Lessee summarizing construction progress and schedule;
3. Monitor construction impacts on surrounding neighborhoods, including traffic flow, noise levels, and dust control, providing recommendations where necessary; and
4. Oversee traffic control measures and temporary road closures or detours, ensuring safe circulation around the site during construction.

The City will be paid a one-time fee of \$450,000.00 at the closing of the construction loan to conduct the construction monitoring referenced in this Section 5.04 ("CM Fee") to include an additional amount of \$75,000 for future improvements to Cowan Road.

Section 5.05 Triple Net Lease. This is a "triple net lease" and the Basic Rent, Additional Rent and all other sums payable hereunder to or for the account of Lessor shall be paid promptly and without set off, counterclaim, abatement, suspension, deduction, diminution or defense.

ARTICLE VI.

Title and Tax Benefits

Section 6.01 No Conveyance of Title by Lessor. Lessor covenants and agrees that, except as set forth herein, during the Term of this Lease, it will not convey, pledge, encumber or suffer or permit the conveyance of, by any voluntary act on its part, its title to the Leased Property to any person, firm, corporation, or other entity whatsoever, irrespective of whether any such conveyance or attempted conveyance shall recite that it is expressly subject to the terms of this Lease unless such conveyance is consented to, in writing, by Lessee. Lessor will not create any lien, encumbrance or charge upon its interest in the Leased Property except for any such lien, encumbrance or charge otherwise created by this Lease or consented to in writing by both Lessee and First Priority Mortgagee. In the event Lessee or any successor to Lessee requests Lessor's cooperation in effecting any conveyance, pledge, encumbrance of the Leased Property, Lessee covenants to pay, and to indemnify and save harmless Lessor from any costs or expenses (including attorneys' fees) in connection with such request.

Section 6.02 Tax Benefits. During the Term, Lessee shall be entitled to all benefits under federal and state tax laws attributable to the ownership of the Leased Property, including, without limitation, the right to claim deductions for depreciation and the right to claim Tax Credits. Lessor shall execute and deliver other and further certificates, documents, and amendments to this Lease as reasonably requested by Lessee to confirm and establish that Lessee is the owner of the Leased Property for federal income and state franchise and excise tax purposes.

Section 6.03 Taxation of Improvements. This Lease is intended to be a lawful agreement between the Lessee and Lessor, as an instrumentality of a local government, for payments in lieu of taxes and therefore, the Buildings are assessed solely to Lessor and are subject to all applicable exemptions, all in accordance with Tennessee Code Annotated § 67-5-502(d).

ARTICLE VII.

Taxes and Other Charges

Section 7.01 Taxes and Other Governmental Charges. Lessee agrees, subject to the provisions of Section 7.04, to pay and discharge, as Additional Rent, punctually as and when the same shall become due and payable without penalty, all ad valorem taxes that at any time during the Term shall be or become due and payable by Lessor or Lessee and that shall be levied, assessed or imposed upon, or that shall be or become liens upon, the Leased Property or any portion thereof or any interest of Lessor or Lessee therein, under and by virtue of any present or future law, statute, regulation or other requirement of any governmental authority.

Section 7.02 Lessee Subrogated to Lessor's Rights. To the extent of any payments of Additional Rent by Lessee under this Article VII, Lessee shall be subrogated to Lessor's rights in respect to the proceedings or matters relating to such payments, and any recovery in such proceedings or matter shall be used to reimburse Lessee for the amount of such Additional Rent so paid by Lessee.

Section 7.03 Utility Services. Lessee agrees that Lessor is not, nor shall it be, required to furnish to Lessee or any other user of the Leased Property any gas, water, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind pursuant to this Lease and Lessee agrees that it shall pay all costs and expenses related to the foregoing.

Section 7.04 Payments in Lieu of Taxes.

(a) Recognition of Tax Status. Lessee recognizes that under present law, including specifically the Act, the properties owned by Lessor are exempt from all taxation in the State of Tennessee.

(b) Administrative Provisions. To the extent necessary in furtherance of the agreements in this Section, it is agreed by and between the parties hereto that Lessee, with the reasonable cooperation of Lessor, shall cause all of the Leased Property, including but not limited to, the Leased Land, the Buildings and each expansion of any Building to be valued and assessed separately by the assessor or other official or officials charged with the responsibility of assessing privately owned property in the area where the Leased Property is located at the time such privately owned property is valued or assessed. The right is reserved to Lessee to the same extent as if Lessee were the owner of the Leased Property to contest the validity or amount of any such assessment.

(c) Payments in Lieu of Taxes. In addition to Basic Rent and as part of Additional Rent hereunder, Lessee and Lessor shall pay directly to the City and to the County, or such other place as Lessor may designate in writing, for each Tax Year occurring during the Term, annual payments in lieu of taxes to the City and the County equal to the amounts set forth below (collectively, the "PILOT").

Commencement Date through the Completion Date	100% of the City Taxes + CM Fee to the City + 100% of the County Taxes
Completion Date through the end of the tenth (10 th) Tax Year following the Completion Date	\$39,900.00 to the City (increasing by 3.0%/year) +
Completion Date through the end of the twelfth (12 th) Tax Year following the Completion Date	\$45,600 to the County (increasing by 3.0%/year)
From and after the date that is eleven (11) years following the Completion Date.	100% of the City Taxes +
From and after the date that is thirteen (13) years following the Completion Date.	100% of the County Taxes

Regarding the payment to the City outlined in this Section 7.04(c) hereinabove, the payment amount shall adjust by any percentage change in the City's property tax rate as duly passed by the City Council.

Notwithstanding the foregoing, in the event of a material breach of this Lease, including the representations in Section 2.01(f) regarding use of the Leased Property, and continuing so long as such breach remains uncured, the PILOT shall be an amount equal to all ad valorem taxes that would be payable with respect to the Leased Property if Lessee were the owner of the Leased Property.

Amounts payable with respect to any partial Tax Years included within the Term will be prorated based upon the actual number of days included within such Tax Year. Any pro-rated payment due with respect to a Tax Year that is not paid prior to the termination or expiration of this Lease shall not be extinguished as a result of such termination or expiration and shall survive such termination or expiration.

Notwithstanding anything to the contrary contained in this Section, this Lease shall not be extended except pursuant to an amendment in writing and executed by both the Lessor and Lessee. Such reduction in taxes otherwise payable shall not apply with regard to any other tax assessed against Lessee, its income, its other real property or its personalty. In the event Lessee assumes ownership of the Leased Property, Lessee shall begin paying all applicable ad valorem and other taxes directly to the County and the City, as assessed, but shall not make, from the date of such acquisition, any in lieu payments with respect to such property other than those payments that were unpaid at the time of such acquisition.

Notwithstanding anything to the contrary contained in this Section, in the event that the Leased Property no longer constitutes a "tax-credit housing project" as defined in Tenn. Code Ann. §7-53-305(a)(2)(C), or has an uncured violation of the use restrictions related to the Tax Credits applicable to the Leased Property, then Lessee shall make a payment in lieu of taxes with respect to each Tax Year remaining in the Term on behalf of the Lessor to the County and the City in an amount equal to the ad valorem taxes that would otherwise be payable with respect to the Leased Property for each such Tax Year if the Leased Property were owned by Lessee.

(d) Credit for Taxes Paid. Nothing contained in this Section 7.04 is intended or shall be construed to require the PILOT payment by Lessee to be any greater in amount than would be payable as taxes if the Leased Property were owned by Lessee. It is accordingly understood and agreed that the amount payable by Lessee in any year under the provisions of this Section 7.04 shall be reduced by the amount of any ad valorem taxes lawfully levied upon the Leased Property or any part thereof, or upon Lessee's leasehold estate therein, and actually paid by Lessee pursuant to the requirements of Section 7.01 hereof to the County and the City and to the extent that any such tax payments paid by Lessee pursuant to the requirements of Section 7.01 hereof for any year shall exceed the PILOT payments for such year otherwise provided in this Section 7.04 the amount payable by Lessee in any subsequent year under the provisions of this Section 7.04 shall be reduced by such excess amount.

The payments in lieu of taxes payable hereunder shall only apply to the Leased Land and the Buildings. In the event Lessee constructs improvements on the Leased Land other than the Buildings, Lessee shall make payments in lieu of taxes to the County and the City with respect to such additional improvements in an amount equal to the ad valorem taxes that would otherwise be payable with respect to such improvements if such improvements were owned by Lessee unless Lessor and Lessee shall agree in writing otherwise.

(e) Timing of Payments. Each payment in lieu of taxes required by this Section 7.04 with respect to any Tax Year or partial Tax Year shall be paid not later than February 28th of the following year.

(f) Reports. On behalf of Lessor, Lessee shall, during the term of this Lease, submit on or before October 1 of each year to the Tennessee Comptroller of the Treasury the annual report required to be submitted by it pursuant to Tenn. Code Ann. §7-53-305 along with any other reports currently or hereafter required to be filed by Lessee related to the payment in lieu of taxes provisions of this Lease.

(g) Payment Upon Termination or Expiration. Upon the termination of this Lease for any reason during a Tax Year, Lessee shall pay on the date of such termination, a pro-rated amount of the PILOT, if any, required by this Section 7.04 for the period that this Lease is in effect and for which no payments in lieu of taxes have been made up to the date of such termination.

(h) Cessation of Business or Foreclosure. Except in the event Lessee shall terminate this Lease pursuant to Article IX of this Lease, in the event Lessee ceases the active operation (excluding temporary cessations due to Force Majeure events) of a low-income housing facility for eligible residents at the Leased Property, and notwithstanding any provision herein to the contrary, Lessee shall make payments in lieu of taxes beginning as of the date Lessee ceases such operation equal to the ad valorem taxes that Lessee otherwise would have been required to make with respect to the Leased Property if the Leased Property was owned by Lessee. Upon the foreclosure of Lessee's leasehold interest in this Lease, any successor to Lessee's interest hereunder shall, notwithstanding any provisions herein to the contrary, make payments in lieu of taxes beginning as of the date such successor acquires Lessee's leasehold interest hereunder equal to the ad valorem taxes that such successor otherwise would have been required to make with respect to the Leased Property if the Leased Property was owned by such successor, unless a new lease is requested, pursuant to the terms of Section 13.06 below.

Section 7.05 Permitted Contests. Lessee shall not be required to pay any tax or assessment against the Leased Property or any part thereof, so long as Lessee shall, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings which shall operate to prevent the collection of the tax or assessment so contested or resulting from such contest and the sale of the Leased Property or any part thereof to satisfy the same. Such contest may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine, and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses (including attorneys' fees) in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and to indemnify and save harmless Lessor from, any such costs or expenses.

ARTICLE VIII.

Maintenance and Repair

Lessor shall not be required to rebuild or to make any repairs, replacements or renewals of any nature or description to the Leased Property or to make any expenditures whatsoever in connection with this Lease or to maintain the Leased Property in any way. Lessee expressly waives the right contained in any law now or hereafter in effect to make any repairs at the expense of Lessor.

Except as provided in the next paragraph, Lessee shall keep and maintain in good order, condition and repair (including any such repair as is required due to fire, storm or other casualty) the Leased Property and every part thereof and any and all appurtenances thereto. Lessee shall save Lessor harmless on account of claims for mechanics and materialmen's liens in connection with any work by Lessee, and any such liens shall exist only against Lessee's leasehold interest and shall be discharged, by bond or otherwise, within

sixty (60) days after filing. Lessee shall keep and maintain the Leased Property in accordance with all directions, rules and regulations of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Lessee.

In the event the Buildings are destroyed or substantially damaged by fire, storm or other casualty, Lessee shall not be required to rebuild the Buildings. In the event Lessee does not elect to rebuild the damaged Buildings on the Leased Property in such a case, Lessee shall within ninety (90) days after such casualty (a) remove all rubble, debris, materials of the damaged Buildings on the Leased Property so that the Leased Property is in good condition; provided that additional time may be allowed for such removal if the conditions must be left undisturbed for insurance or other inspection and/or if necessary due to the nature of the damage suffered and debris to be removed, and (b) if no portion of the Leased Property remains operable as residential rental property, exercise the option to purchase described in Section 15.01 of this Lease. By way of clarity, if one Building at the Leased Property is destroyed by fire but the remaining Buildings remain in good, operable condition, Lessee shall remove the debris as set forth above but shall not be required to rebuild the damaged Building and may continue to operate the remainder of the Buildings on the Leased Property under the terms of this Lease.

ARTICLE IX.

Condemnation

Section 9.01 If during the Term, all or any part of the Leased Property be taken by the exercise of the power of eminent domain or condemnation, Lessee shall be entitled to and shall receive the entire award for the taking. If title to or control of all of the Leased Property shall be taken by the exercise of the power of eminent domain or condemnation, or if such use or control of a substantial part of the Leased Property shall be taken as to result in rendering a substantial part of the Leased Property untenantable or of materially reduced value to Lessee, Lessee may terminate this Lease and exercise the purchase option purchase to Article XV by giving written notice to the Lessor and thereafter shall have no further liability hereunder except as specifically provided herein, provided, as a condition of such termination, Lessor may require Lessee to remove all or a portion of the improvements from the remaining portion of the Leased Property. The First Priority Mortgagee shall have the right to participate in condemnation proceedings and any condemnation awards must be paid to the First Priority Mortgagee or an independent trustee acceptable to the First Priority Mortgagee. Any condemnation award will be applied in accordance with the requirements of the First Priority Loan Documents. In the event of a partial taking of any part of the Leased Property, the Lessee may elect to rebuild/restore the Leased Property, provided that First Priority Mortgagee must provide their consent and may instead require distribution of the condemnation award, to be applied in accordance with the terms of the First Priority Loan Documents. Lessor shall have no rights to administer any condemnation award and may not receive any condemnation award until the indebtedness due to the First Priority Mortgagee had been paid in full. Lessee covenants to pay, and to indemnify and save harmless Lessor from any costs or expenses (including attorneys' fees) in connection with any such eminent domain or condemnation proceeding.

ARTICLE X.

Insurance and Indemnification

Section 10.01 Insurance. Lessee shall carry commercial general liability insurance covering the Leased Property and the use and occupancy of the same in a company or companies licensed to do business in Tennessee under a policy satisfactory to Lessor both as to amount and coverage and shall provide evidence of same to Lessor. Lessor shall be listed as an additional insured on such policy. Lessee shall also insure all improvements on the Leased Property at their full replacement value, with Lessor being included

as an additional insured, and Lessee shall provide evidence of same to Lessor. Each policy described above shall not be canceled without first giving Lessor not less than thirty (30) days prior written notice. Lessee shall provide to Lessor evidence of all insurance policies contemplated by this Section, including, upon request, annual certificates of continued coverage. Notwithstanding anything herein to the contrary, the First Priority Mortgagee shall have the right to participate in adjustment of losses as to casualty insurance proceeds and any casualty insurance proceeds must be paid to the First Priority Mortgagee or an independent trustee acceptable to the First Priority Mortgagee. Any casualty insurance proceeds will be applied in accordance with the requirements of the First Priority Loan Documents. Lessor shall have no rights to administer the adjustment of losses or payment of casualty insurance proceeds and may not receive any casualty insurance proceeds until the indebtedness due to the First Priority Mortgagee had been paid in full.

Section 10.02 Indemnification. Lessee covenants and agrees, at its expense, to pay, and to indemnify and save Lessor and its directors, agents and employees (collectively, the "Indemnified Parties") harmless against and from any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising from the approval or execution of this Lease, the occupation, use, possession, conduct or management of or from any work or activity done in or about the Leased Property or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Leased Property or the occupancy or use thereof. Lessee also covenants and agrees, at its expense, to pay, and to indemnify and save the Indemnified Parties harmless against and from, any and all claims, costs or expenses arising from (i) any condition, including any environmental condition, now existing or hereafter arising, on the Leased Property, (ii) any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to this Lease, (iii) any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, (iv) the failure of the Acquisition Deed to convey title to the Leased Land to Lessor on the date hereof other than as described in the Acquisition Deed, (v) any disputes, demands or claims related to the title of the Leased Land or any liens or other encumbrances affecting the Leased Land (other than claims originating from an action in violation of Section 6.01 hereof), or (vi) any accident, injury or damage whatever caused to any person, firm or corporation in or about the Leased Property and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against any Indemnified Party by reason of any such claims, Lessee, upon notice from such Indemnified Party, covenants to resist or defend such action or proceeding. Notwithstanding anything in this Lease to the contrary, Lessee shall not be required to indemnify any Indemnified Party in the event of any acts of gross negligence or willful misconduct or intentional misconduct of such Indemnified Party or for any claim or liability which Lessee was not given the opportunity to contest. The indemnification provided shall survive termination of this Lease.

Section 10.03 Limitation of Liability. This Lease and the obligations of Lessor hereunder shall be non-recourse as to Lessor, and Lessor shall have absolutely no personal or individual liability with respect to any of the terms, covenants and conditions of this Lease. Lessee hereby expressly agrees that it shall look solely to the equity of Lessor or its successor(s) interest in the Leased Property for the satisfaction of any remedy of Lessee in the event of any breach by Lessor of any of the terms covenants and conditions of this Lease. This exculpation of Lessor's personal liability is absolute and without any exception whatsoever. Lessee acknowledges that Lessor is a governmental entity and is subject to the protection of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated § 29-20-101 through 29-20-408 (as amended from time to time), and nothing contained herein shall constitute a waiver or release of Lessor's rights and protections under said Act.

ARTICLE XI.
Construction of Buildings; Alterations

Lessee covenants and agrees at its expense to construct the Buildings and cause the completion thereof to occur not later than December 31, 2028, provided that such date may be extended if Lessee demonstrates to the reasonable satisfaction of Lessor that any delay is due to a Force Majeure event. Lessee agrees that the Buildings will be constructed consistent with description of the proposed improvements that Lessee has made to Lessor in its application requesting that Lessor enter into this Lease. Lessee shall also have the right to construct additional buildings and other improvements on the Leased Land from time to time and to make additions to and alterations of the Buildings and any additional buildings and improvements on the Leased Property. All work done in connection with such additions, alterations, improvements or construction shall be done promptly, and in good and workmanlike manner, and in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and offices thereof. Lessee shall maintain or cause to be maintained, at all times when any work is in process in connection with such additions, alterations, improvements or construction, workmen's compensation insurance covering all persons employed in connection with such work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the Leased Property.

ARTICLE XII.
Equipment

Section 12.01 Installation and Removal of Personal Property. Lessee may at any time or times during the Term install on the Leased Land or any improvement thereon any equipment necessary or appropriate to operate the Lease Property, but any such equipment shall be owned by Lessee and subject to ad valorem taxation for personal property.

ARTICLE XIII.
Subletting, Assignments and Mortgaging

Section 13.01 Limitations on Assignment. Except for leases in the ordinary course of business for operation of an apartment complex (including without limitation, residential leases to tenants at the Leased Property), Lessee shall not have the right to assign or otherwise transfer its rights and interest hereunder except with the prior written consent of Lessor. A change in the ownership equity of Lessee of more than fifty (50%) percent whether in a single transaction or series of transactions shall be deemed an assignment requiring the consent of Lessor. Lessee shall be liable for reasonable fees incurred by Lessor in connection with any assignment, or request for consent to assignment, including but not limited to reasonable attorney's fees. Notwithstanding anything herein to the contrary, the First Priority Mortgagee shall have the right to foreclose on their lien against the Leased Property or to accept a deed-in-lieu of foreclosure without the consent of Lessor. Following such foreclosure or deed-in-lieu of foreclosure by First Priority Mortgagee, the First Priority Mortgagee shall have the right to assign this Lease without the consent of Lessor, provided that any subsequent assignee shall be bound by all terms and requirements of this Lease and must operate the Leased Property in a manner consistent with the uses outlined in Section 2.01(f) and (g). Following an assignment by First Priority Mortgagee, or its assigns, the assignor shall be released from any further liability under this Lease.

Section 13.02 Subletting. Except for the leases permitted by Section 13.01, Lessee may not sublet the Leased Property or any part thereof.

Section 13.03 Mortgages. Notwithstanding the foregoing limitation hereof, and subject to the other terms of this Lease, Lessee is hereby given the right, at any time and from time to time, to mortgage its leasehold estate in the Leased Property. As used in this Section and throughout this Lease, the noun "mortgage" shall include a leasehold deed of trust, the verb "mortgage" shall include the creation of a leasehold deed of trust, the word "mortgagee" shall include the beneficiary under a leasehold deed of trust, and the terms "foreclose" or "foreclosure" shall include a trustee's sale under a deed of trust as well as a foreclosure by judicial process. Lessor specifically consents to the deed of trust and related loan documents executed concurrently with this Lease by Lessee in favor of Lender. At the request of any mortgagee, Lessor will execute and deliver a joinder, in a form reasonably acceptable to Lessor, pledging its interest in the Leased Property, in connection with Lessee's financing or refinancing of the Leased Property and such other related documents as may reasonably be requested by any such mortgagee from time to time, including estoppel certificates as to the status of Lessee's compliance with this Lease, provided that any such joinder or other instrument shall expressly acknowledge that Lessor's liability thereunder is expressly limited to its interest in the Leased Property.

Section 13.04 Investor Rights. If a mortgagee or investor limited partner of Lessee shall have given Lessor, before any Event of Default shall have occurred hereunder, a written notice specifying the name and mailing address of the mortgagee or investor limited partner, then Lessor shall not terminate this Lease by reason of the occurrence of any Event of Default hereunder unless Lessor shall have given the mortgagee and investor limited partner a copy of its notice to Lessee of such Event of Default addressed to the mailing address last furnished by the mortgagee and investor limited partner, and such Event of Default shall not have been cured by said mortgagee or investor limited partner as provided below. Lessor acknowledges that it has received written notice from (a) Lender that Lender is a mortgagee hereunder, and that Lessor shall send notices required to be sent to a mortgagee hereunder to Lender at the address provided in Section 16.03 and (b) Investor Limited Partner that Investor Limited Partner is an investor limited partner hereunder, and that Lessor shall send notices required to be sent to an investor limited partner hereunder to Investor Limited Partner at the address provided in Section 16.03.

Section 13.05 Limited Mortgagee Rights. Notwithstanding the term of any mortgage, Lessee's mortgagee shall have no further rights in the Lease except as stated herein or as is otherwise may be agreed upon by Lessor with mortgagee.

ARTICLE XIV.

Events of Default; Termination

If any one or more of the following events (herein called "Events of Default") shall happen:

(a) if Lessee fails to maintain the commercial general liability insurance required by Section 10.01 after being given notice of such failure and not curing such failure within ten (10) days of receipt of such notice; or

(b) if default shall be made in the due and punctual payment of any payment due pursuant to Section 7.04 hereof, and such default shall continue for more than thirty (30) days after receipt of written notice of such default by Lessee from Lessor; or

(c) if default shall be made by Lessee in the due performance of or compliance with any of the terms hereof, other than that referred to in the foregoing subdivisions (a) and (b), and such default shall continue for sixty (60) days after Lessor shall have given Lessee, Lender and Investor Limited Partner written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute

the curing of such default with commercially reasonable due diligence, it being intended in connection with any such default not susceptible of being cured with commercially reasonable due diligence within the sixty (60) days that the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all commercially reasonable due diligence); then in any such event Lessor at any time thereafter and while such Event of Default shall continue may give a written termination notice to Lessee, which notice shall specify the nature of the Event of Default and a date of termination of this Lease not less than ninety (90) days after the giving of such notice. Upon such termination, Lessor shall have the right, but not the obligation, to enter upon the Leased Property and repossess the Leased Property. This termination right is subject and subordinate to Lessee's and Lender's right to purchase the Leased Property pursuant to Section 15.01 and at any time during or within 30 days after the term of this Lease, Lessee or Lender may exercise its right in Section 15.01 to purchase the Leased Property without regard to whether an Event of Default has occurred. Lessor shall send copies of any and all notices sent pursuant to this Article XIV to Lender and Investor Limited Partners simultaneous with notices sent to Lessee.

ARTICLE XV.

Purchases and Purchase Prices

Section 15.01 Option to Purchase. Lessee shall have an irrevocable and exclusive option to purchase the Leased Property as a whole at any time during the Term or within thirty (30) days after the termination or expiration of the Lease for the amount provided in Section 15.03. To exercise such option Lessee shall (i) give Lessor at least ten (10) days' prior written notice of its intent to exercise any option granted pursuant to this Section 15.01, which notice shall state the purchase date, and (ii) comply with the provisions of Section 15.03 hereof. The option to be exercised by Lessee hereunder may be exercised whether or not a default or Event of Default has occurred hereunder.

Section 15.02 Granting of Easements. From time to time during the Term, Lessee, with the prior written consent of Lessor (not to be unreasonably withheld, delayed or conditioned), shall have the right, at Lessee's expense, to cause Lessor (i) to grant easements affecting the Leased Land, or (ii) to dedicate or convey, as required, portions of the Leased Land for road, highway and utilities and other public purposes. Lessor shall also promptly execute and deliver estoppels, joinders, non-disturbance agreements and other documents required in connection with Lessee's use, financing, and refinancing of the Leased Property in such form as is reasonably satisfactory to Lessor and provided that any liability of Lessor thereunder is expressly limited to its interest in the Leased Property.

Section 15.03 Exercise of Option.

(a) To exercise any option contained in Section 15.01, Lessee shall pay, or cause to be paid, on or prior to the purchase date, as the purchase price the sum of (i) \$1.00 plus (ii) any other amounts that are then due or that have accrued under this Lease (including, without limitation, any amounts due upon termination or expiration of this Lease), but excluding any amounts required to be expended pursuant to Article XI.

(b) On the purchase date for the purchase of the Leased Property pursuant to Section 15.01, Lessor shall convey the Leased Property to Lessee (or its assigns) by quitclaim deed, without warranty of any type, conveying Lessor's interest in the Leased Property being conveyed. The form of the quitclaim deed pursuant to which property will be conveyed pursuant to this Section shall be in the form attached hereto as Exhibit B. Lessee shall pay all expenses relating to such conveyance.

Section 15.04 First Priority Lender Provisions. The First Priority Lender will have the right to exercise the Lessee's option to purchase pursuant to this Article without consent or joinder from Lessee.

ARTICLE XVI.

Miscellaneous

Section 16.01 Applicable Law. This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Tennessee.

Section 16.02 Severability. In the event that any clause or provision of this Lease shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 16.03 Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease shall be in writing, and shall be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by a nationally recognized overnight courier service, or (c) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

To the Lessor:

Economic and Housing Development Corporation of Dickson County, Tennessee
c/o Dickson County Economic Development
4 Court Square
Charlotte, TN 37036
Attention: Chairman

With Copies to:

To the Lessee:

841 Cowan Road LP
601 Woodland Street
Nashville, TN 37206
Attention: Nick Ogden

With a Copy to:

Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, Tennessee 37219
Attention: Dwayne W. Barrett

To Lender (as a mortgagee as provided in Article XIII):

With a Copy to:

To Investor Limited Partner (as an investor limited partner as provided in Article XIII):

_____, LLC

Attention: _____

With a copy to:

Attention: _____

Section 16.04 Headings and References. The headings in this Lease are for convenience of reference only and shall not define or limit the provisions thereof. All references in this Lease to particular Articles or Sections are references to Articles or Sections of this Lease, unless otherwise indicated.

Section 16.05 Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.06 Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 16.07 Expenses. Lessee shall pay all costs and expenses of Lessor in connection with (i) the preparation, negotiation and execution of this Lease; (ii) the performance hereof; or (iii) the modification of this Lease or any documents or instruments related hereto, such costs and expenses to include the reasonable fees and expenses of Lessor's attorneys. In addition, in the event that Lessor shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether or not such employment shall require institution of suit or other legal services required to secure compliance on the part of Lessee, Lessee shall be responsible for and shall promptly pay to Lessor the reasonable value of said attorneys' fees, and any other reasonable expenses incurred by Lessor as a result of such default.

Section 16.08 No Liability of Officers, Etc. No recourse under or upon any obligation, covenants or agreement contained in this Lease shall be had against any incorporator, members, director or officer, as such, past, present or future, of Lessor, either directly or through the Lessor. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by Lessee as a condition of and consideration for the execution of this Lease.

Section 16.09 No Liability of County, Officers, Etc. The County and City and the officers and agents of the County and City shall not in any event be liable for the performance of any obligation or agreement of any kind whatsoever herein, and none of the agreements or obligations of Lessor contained in this Lease or otherwise shall be construed to constitute an indebtedness of the County or City or the officers or agents of the County or City, within the meaning of any constitutional or statutory provision whatsoever.

Section 16.10 Limitation of Liability. Notwithstanding any other provision hereof, Lessor's liability hereunder shall be limited to its interest in the Leased Property and the payments to be made pursuant to this Lease, and Lessee shall not have any recourse against any other assets of Lessor.

Section 16.11 Interest. In addition to all other amounts payable under this Lease, Lessee shall also pay interest on any payment due hereunder that is not paid on the date such payment is due until paid at the interest rate, as it may vary from time to time, that the County would impose on a delinquent tax payment during the period such payment was due.

Section 16.12 Cost Benefit Analysis. Attached hereto as Exhibit C is the analysis of the costs and benefits of the payment-in-lieu of tax provisions of this Lease required by Tennessee Code Annotation § 7-53-305(b).

[Signatures appear on following page.]

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the date and year first above written.

ECONOMIC AND HOUSING DEVELOPMENT
CORPORATION OF DICKSON COUNTY, TENNESSEE

ATTEST:

By: _____
Chairman

Secretary

CITY OF DICKSON, TENNESSEE

Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

City Attorney

841 COWAN ROAD LP,
a Tennessee limited partnership,

By: 841 COWAN ROAD GP, LLC,
a Tennessee limited liability company,
its General Partner,

By: _____
Nicholas Ogden, President

EXHIBIT A

Legal Description

EXHIBIT B

See Attached

EXHIBIT C

Cost-Benefit Analysis on State Form

See Attached

47707129.4

Payment In Lieu Of Taxes

Benefits to the City of Dickson for PILOT approval:

- **\$450,000** construction monitoring fee to City of Dickson at closing
- **\$75,000** for Cowan Road improvements at closing
- **\$39,900** for 10 years beginning when buildings are complete
 - Increasing 3% annually subject to change with city millage rate
- **Total \$525,000 in upfront fees + \$39,900 annually for 10 years (increases with millage rate) in new revenue to the City of Dickson.**

The PILOT allows the City to collect \$203,000 more in revenue versus property tax collection.



Traffic Impact Study

Pennock Place

September 2025

FOR SUBMITTAL TO:

City of Dickson

PREPARED FOR:

The Clear Blue Company

PREPARED BY:

Kimley»Horn

4031 Aspen Grove Drive, Suite 200

Franklin, TN 37067

615-564-2701

Project Number 118957000



09/17/2025

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1.0 EXECUTIVE SUMMARY

This traffic study evaluates the anticipated traffic impacts associated with the *Pennock Place* development. The site is approximately 16.19 acres and is located west of Cowan Road and north of Bar-B-Q Road in Dickson, TN.

The proposed development is planned to consist of 228 multifamily housing units and generate 1,536 daily trips, 94 AM peak hour trips and 119 PM peak hour trips.

The results of the analyses show that all study intersections currently operate at an acceptable overall LOS during the AM and PM peak hours. Under the projected No-Build and Build conditions, all study intersections are projected to continue to operate at an acceptable overall LOS during the AM and PM peak hours. It should be noted that it is not uncommon for side street approaches to experience higher delay during peak periods.

1.1 DEVELOPMENT IMPROVEMENT RECOMMENDATIONS

The following improvements are recommended to be completed by the *Pennock Place* development.

- Intersection 4 - Site access along Cowan Road
 - Construct one (1) ingress lanes and one (1) egress lane to operate under stop control.

2.0 INTRODUCTION

This traffic study evaluates the anticipated traffic impacts associated with the *Pennock Place* development. The following scenarios are analyzed in this study:

- Existing 2025 Conditions
 - Existing traffic counts and lane configurations
- Projected 2028 No-Build Conditions
 - Existing traffic counts grown to the build-out year at a standard growth rate plus traffic associated with nearby approved developments and existing lane configurations.
- Projected 2028 Build Conditions
 - Existing traffic counts grown to the build-out year at a standard growth rate plus traffic associated with nearby approved developments and the proposed development and existing lane configurations.

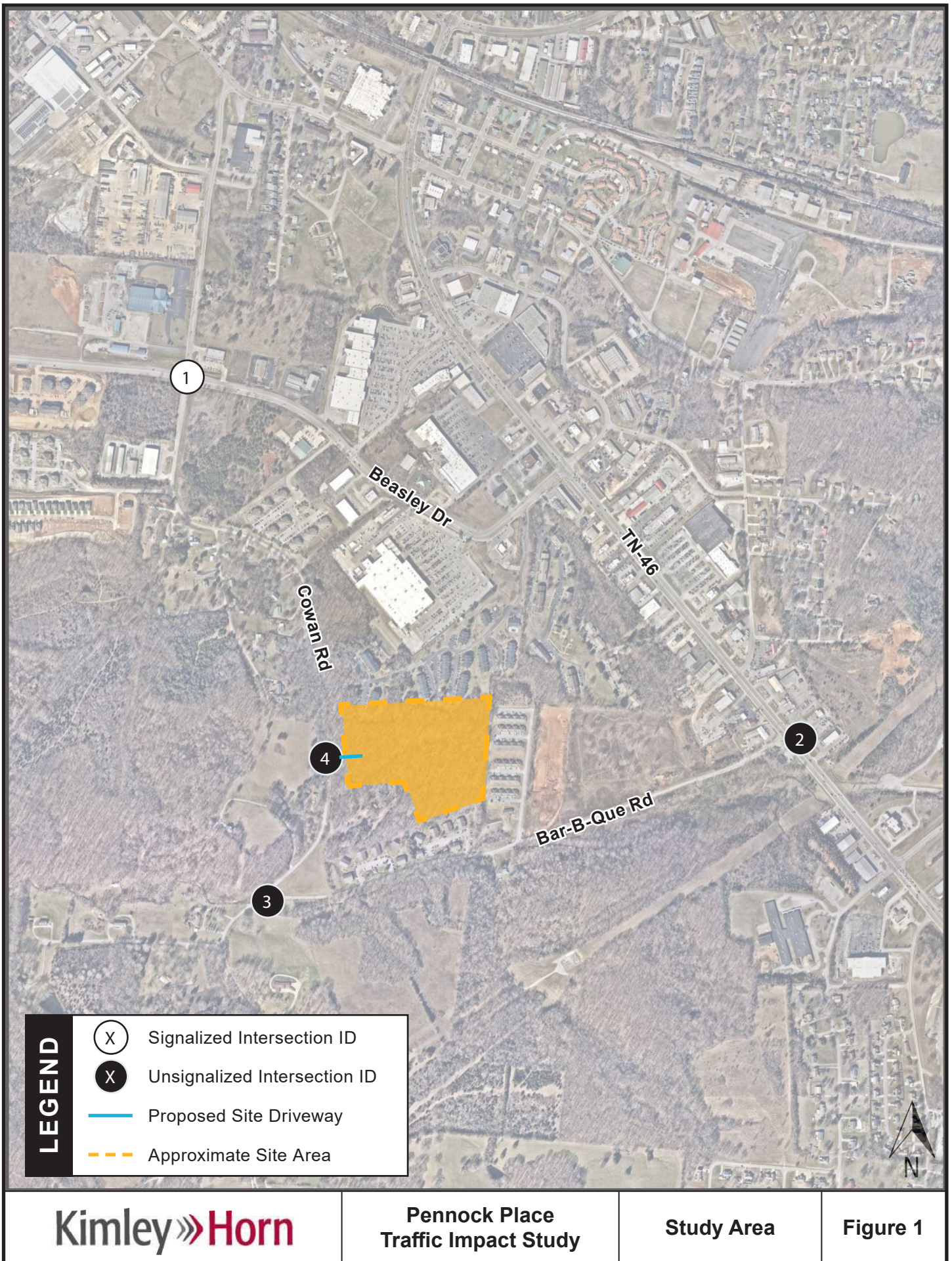
The study network analyzed in this study consists of the intersections listed in Table 1. For the purposes of this traffic impact study, the roadways within the study network are assumed to have the following orientations listed in Table 2. The study area and project site are shown in Figure 1. A site plan for the proposed development is included in Appendix A.

Table 1: Study Intersections

#	Intersection	Existing Control
1	Beasley Dr at Cowan Rd	Signal
2	Bar-B-Q Rd at TN-46	TWSC
3	Bar-B-Q Rd at Cowan Rd	TWSC

Table 2: Roadway Orientations

Roadway	Orientation
Cowan Road	North-South
Beasley Drive	East-West
TN-46	North-South
Bar-B-Q Road	East-West



3.0 METHODOLOGY

3.1 SCOPING MEETING

The scope of this study was determined via virtual meeting with City of Dickson that was finalized on 8/20/2025. The final scoping documents incorporating assumptions and discussion from the meeting is included in Appendix F.

3.2 DATA COLLECTION

Volume peak hour turning movement counts (TMCs) were performed at each study intersection. The TMCs were collected from 7:00 AM - 9:00 AM for the AM peak period and 4:00 PM - 6:00 PM for the PM peak period.

3.3 TRIP GENERATION

Traffic for the proposed development was calculated using equations contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*, using equations where available. Internal capture (or mixed-use) reductions represent the concept that trips generated by individual land uses within a site may remain internal to the site. Mixed-use vehicle trip reductions are calculated using guidance from the *ITE Trip Generation Handbook, 3rd Edition*. Alternative modes of transportation include pedestrians, bicyclists, and transit users. Alternate mode reductions account for the notion that some site-generated trips will occur by a means other than automobile. A pass-by trip occurs when a proposed development diverts traffic that is already traveling on a street adjacent to the site. Pass-by reductions are calculated using guidance from the *(ITE) Trip Generation Manual, 11th Edition*.

3.4 CAPACITY ANALYSES

Level-of-service (LOS) determinations were made for the weekday AM and PM peak hours for the study network intersections using *Synchro, Version 12.0*. *Synchro* software uses methodologies contained in the *Highway Capacity Manual, 7th Edition* to determine the operating characteristics of an intersection. Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions.

LOS is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions of a traffic stream. The *Highway Capacity Manual* defines six levels of service, LOS A through LOS F, with A being the best and F the worst.

LOS for unsignalized intersections, with stop control on the minor street only, are reported for the side-street approaches and major street left-turns. Low levels-of-service for side street approaches are not uncommon, as vehicles may experience significant delay turning onto a major roadway.

LOS for signalized and all-way stop controlled (AWSC) intersections are reported for the intersection as a whole. One or more movements at an intersection may experience a low level-of-service, while the intersection as a whole may operate acceptably. The LOS criteria for signalized and unsignalized intersections is shown in Table 3.

Table 3: LOS Criteria for Intersections

LOS	Signalized Delay	Unsignalized Delay	Description
A	≤ 10.0	≤ 10.0	Operations with very low delay and most vehicles do not stop.
B	> 10.0 and ≤ 20.0	> 10.0 and ≤ 15.0	Operations with good progression but with some restricted movement.
C	> 20.0 and ≤ 35.0	> 15.0 and ≤ 25.0	Operations where a significant number of vehicles are stopping with some backup and light congestion.
D	> 35.0 and ≤ 55.0	> 25.0 and ≤ 35.0	Operations where congestion is noticeable, longer delays occur, and many vehicles stop. The proportion of vehicles not stopping declines
E	> 55.0 and ≤ 80.0	> 35.0 and ≤ 50.0	Operations where there is significant delay, extensive queuing, and poor progression.
F	> 80.0	> 50.0	Operations that is unacceptable to most drivers, when the arrival rates exceed the capacity of the intersection.

3.5 TURN LANE WARRANTS

National Cooperative Highway Research Program (NCHRP) Report 457, “Evaluating Intersection Improvements: An Engineering Study Guide”, was used to evaluate if left-turn and/or right-turn lanes should be implemented along non-state routes at unsignalized site driveways. From the NCHRP Report 457, the following methodology were applied to perform these evaluations:

- Figure 2-5 (“Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection”)
- Figure 2-6 (“Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection”)

4.0 EXISTING CONDITIONS

4.1 VEHICULAR NETWORK

Characteristics for the roadways within the study are summarized in Table 4. The existing road geometry is illustrated in Figure 2.

Table 4: Roadway Network

Roadway	Lanes	Posted Speed	Classification	AADT
Cowan Road	2	25	Major Collector	2,080
Beasley Drive	4 + TWLT	30	Minor Arterial	13,537
TN-46	4 + TWLT	45	Principal Arterial	33,784
Bar-B-Q Road	2	30	Major Collector	N/A

4.2 VEHICULAR VOLUMES

Vehicle peak hour turning movement counts (TMCs) were performed at each study intersection. Peak hours for the study intersections are shown in Table 5. The existing intersection geometry is shown in Figure 2. The existing peak hour traffic volumes are shown in Figure 3. The complete traffic count data is provided in Appendix B.

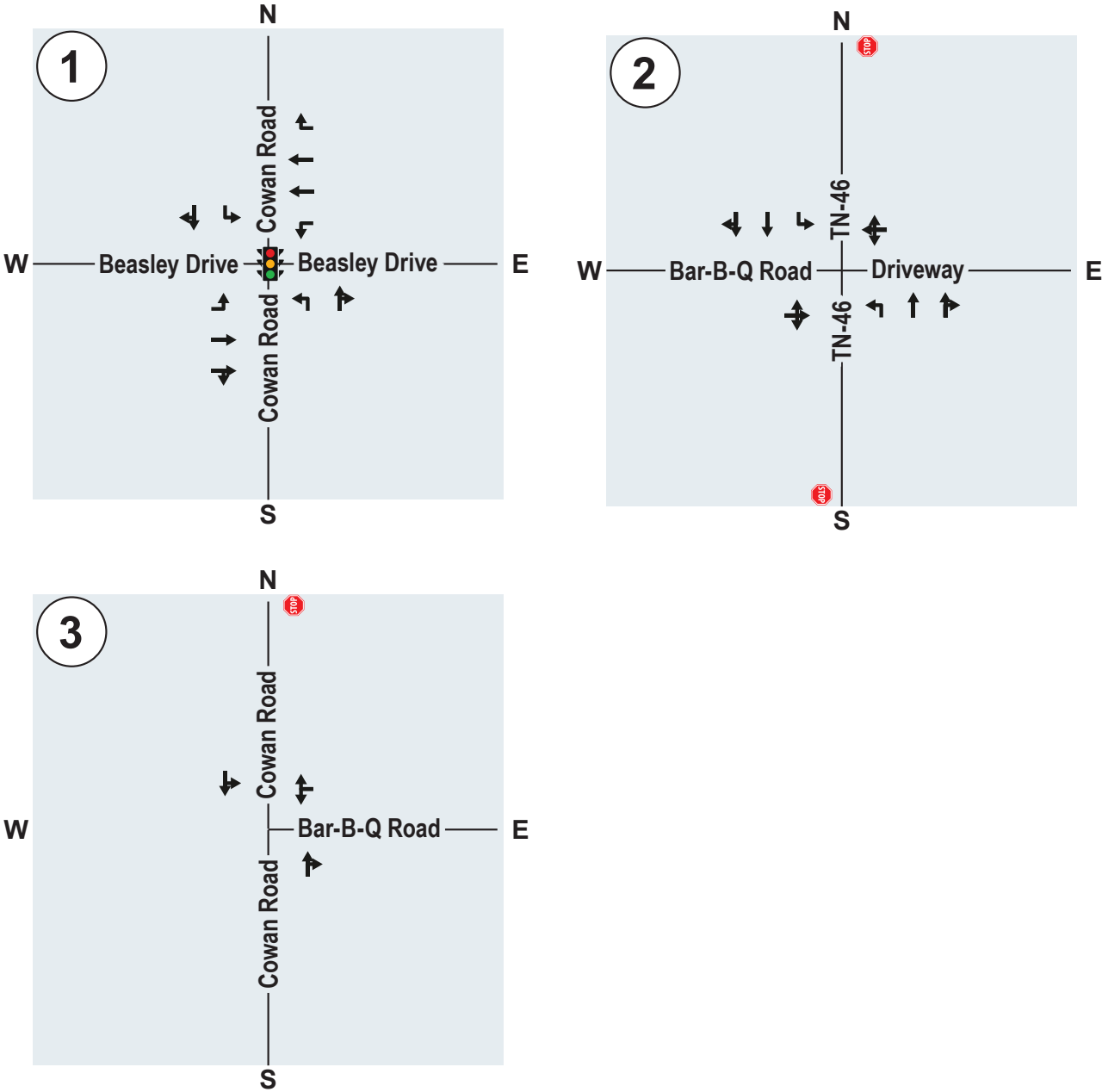
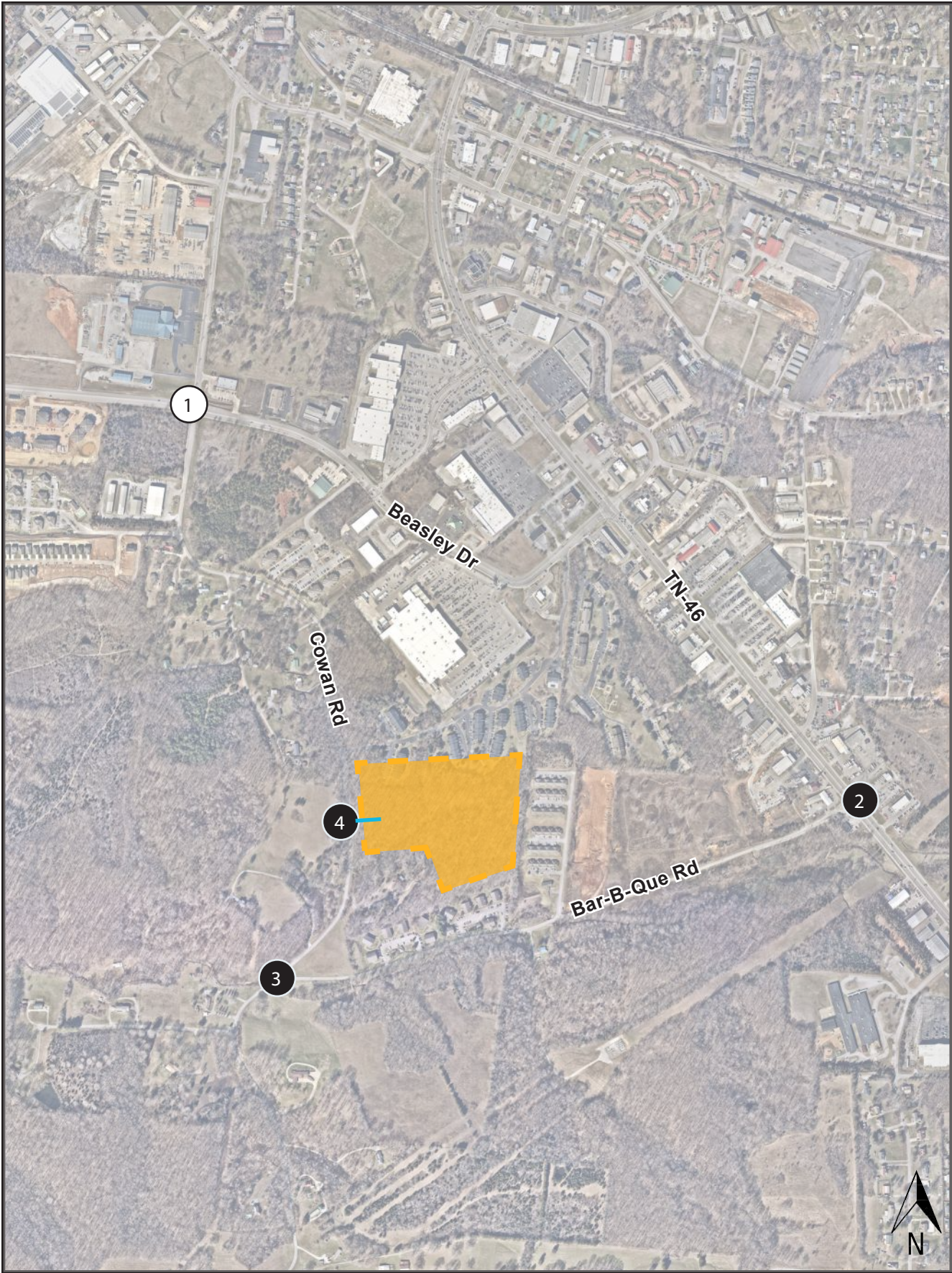
Table 5: Intersection Peak Hours

#	Intersection	Date Collected	AM	PM
1	Beasley Drive at Cowan Road	8/20/2025	0700 - 0800	1645 - 1745
2	Bar-B-Q Road at TN-46	08/20/2025	0700 - 0800	1615 - 1715
3	Bar-B-Q Road at Cowan Road	08/20/2025	0700 - 0800	1615 - 1715

In addition to the TMCs, 24-hour average daily traffic (ADT) counts were also collected and are summarized in Table 6 below.

Table 6: ADT Counts

#	Roadway	Location	NB	SB	Speed Limit	85th Speed
1	Cowan Road	South of Beasley Drive	1,029	555	25	42



LEGEND

X

Signalized Intersection ID

X

Unsignalized Intersection ID

Existing Traffic Signal

Existing Stop Sign

→

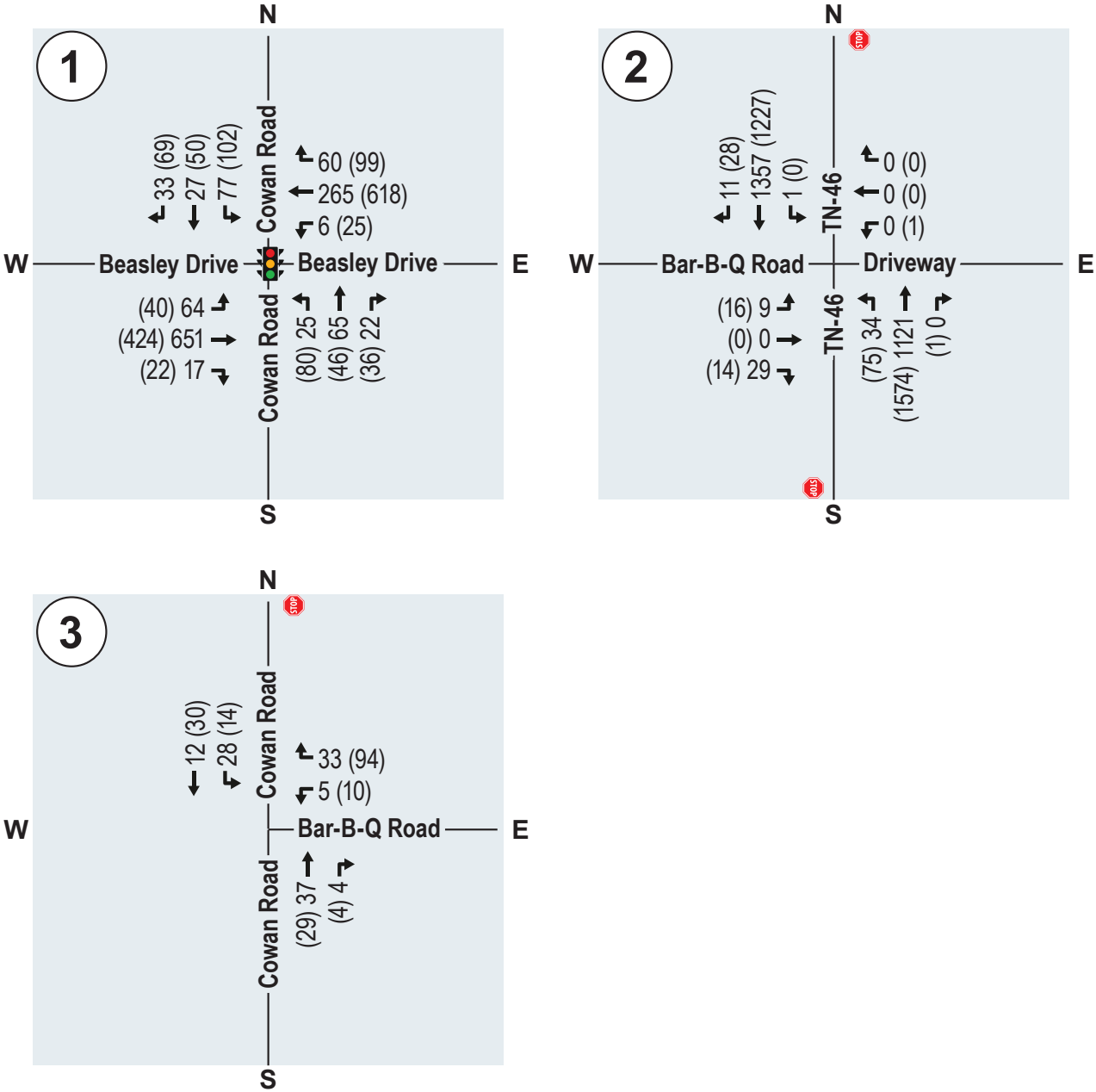
Existing Lane Configuration

Kimley»Horn

Pennock Place
Traffic Impact Study

Existing Intersection Geometry

Figure 2



LEGEND

X

Signalized Intersection ID

X

Unsignalized Intersection ID

→

Turning Movement

🚦

Existing Traffic Signal

🛑

Existing Stop Sign

XX

AM Peak Hour Traffic Volumes

(XX)

PM Peak Hour Traffic Volumes

5.0 NO-BUILD CONDITIONS

5.1 NO-BUILD VOLUMES

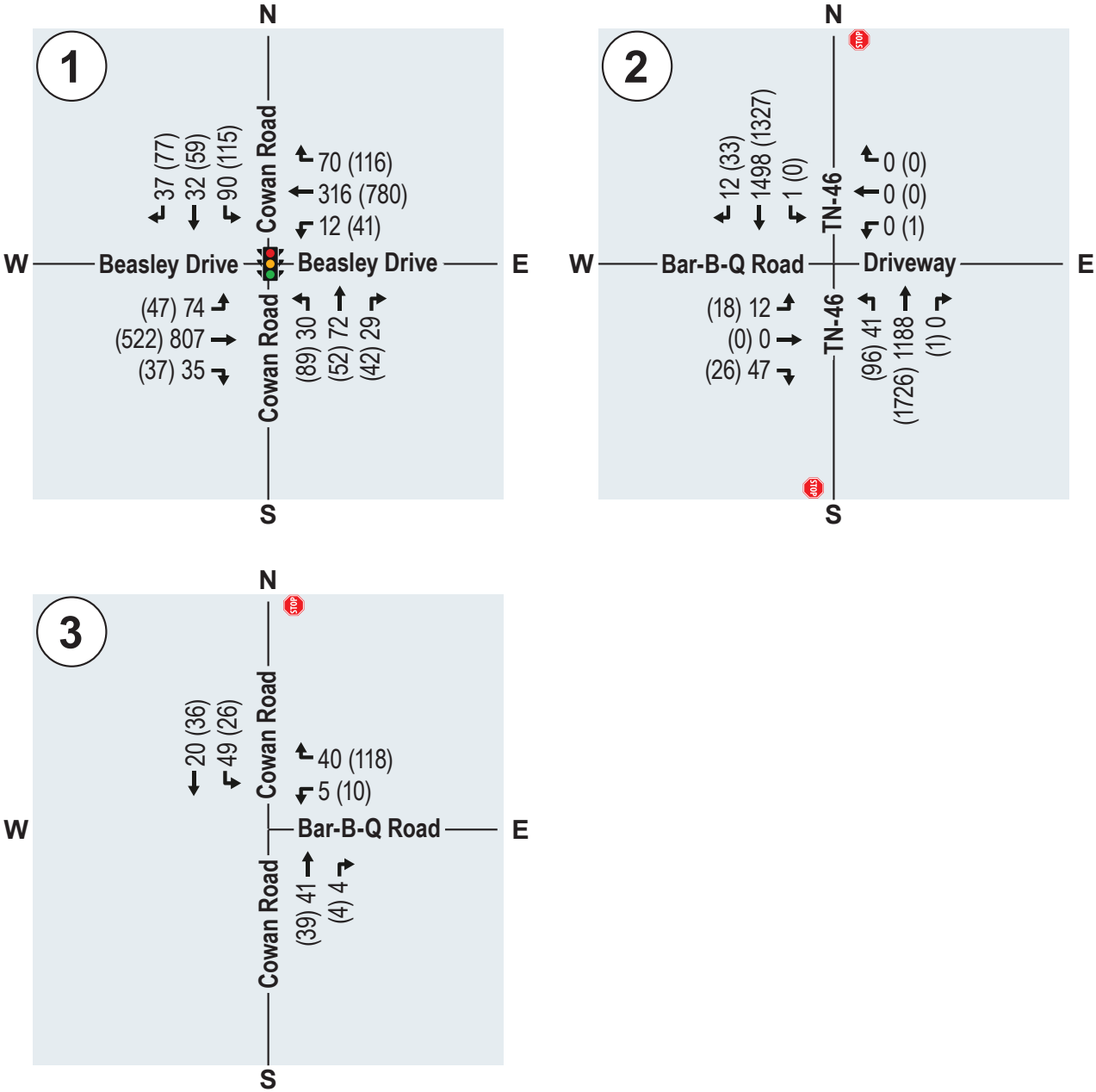
Background traffic is defined as expected traffic on the roadway in future year(s) absent the construction and opening of the proposed project. Background traffic can include a base growth rate based on historical count data as well as population growth data and estimates.

To account for background traffic, the existing traffic volumes were increased by 1.00% per year to account for the expected background growth through the build-out year. In addition to standard background growth, trips associated with the nearby approved developments listed in Table 7 were also incorporated into the volume projections. The no-build volumes are shown in Figure 4.

Trip generation was calculated for each individual development using the methodology detailed in Section 3.0. Additionally, trip distribution was completed for each development. The distribution is assumed to be consistent with the proposed development distribution overall. However, the distribution was modified as needed based on where the site access for each development is located. Trip generation calculations and distributions for the background developments are provided in Appendix G.

Table 7: Approved Developments

ID	Development Name	Build Year	Daily	AM	PM
A	Bridgeton Court Townhomes	Unknown	742	48	58
B	Park at Beasley	Unknown	998	67	82
C	Dickson Flats	Unknown	1344	84	106
D	Riverbend	Unknown	963	71	95
E	Saw Mill	Unknown	534	40	52
F	Pinkey Fork	Unknown	86	4	7
G	Tennsco	Unknown	262	20	25



LEGEND	(X)	Signalized Intersection ID		Existing Traffic Signal	XX	AM Peak Hour Traffic Volumes
	(X)	Unsignalized Intersection ID		Existing Stop Sign	(XX)	PM Peak Hour Traffic Volumes
	→	Turning Movement				

6.0 BUILD CONDITIONS

6.1 SITE ACCESS

A brief description of each site access point is listed in Table 8.

Table 8: Site Access Details

#	Intersection	Control/ Movement	Location
4	Site Access along Cowan Road	TWSC/Full Movement	South of Beasley Drive and North of Bar-B-Q Road

6.2 PROJECT TRAFFIC

6.2.1 PROJECT TRIPS

Trip generation for the proposed development was calculated based on the methodology outlined in Section 3.3. Due to the location and proposed land uses, the trip generation was performed with no reductions to gross trips. Table 9 summarizes the project trip generation. A detailed trip generation worksheet for the proposed development is provided in Appendix C.

6.2.2 TRIP DISTRIBUTION AND ASSIGNMENT

The directional distribution and assignment of new project trips was based on a review of land uses and population densities in the area as well as the existing peak hour turning movement counts.

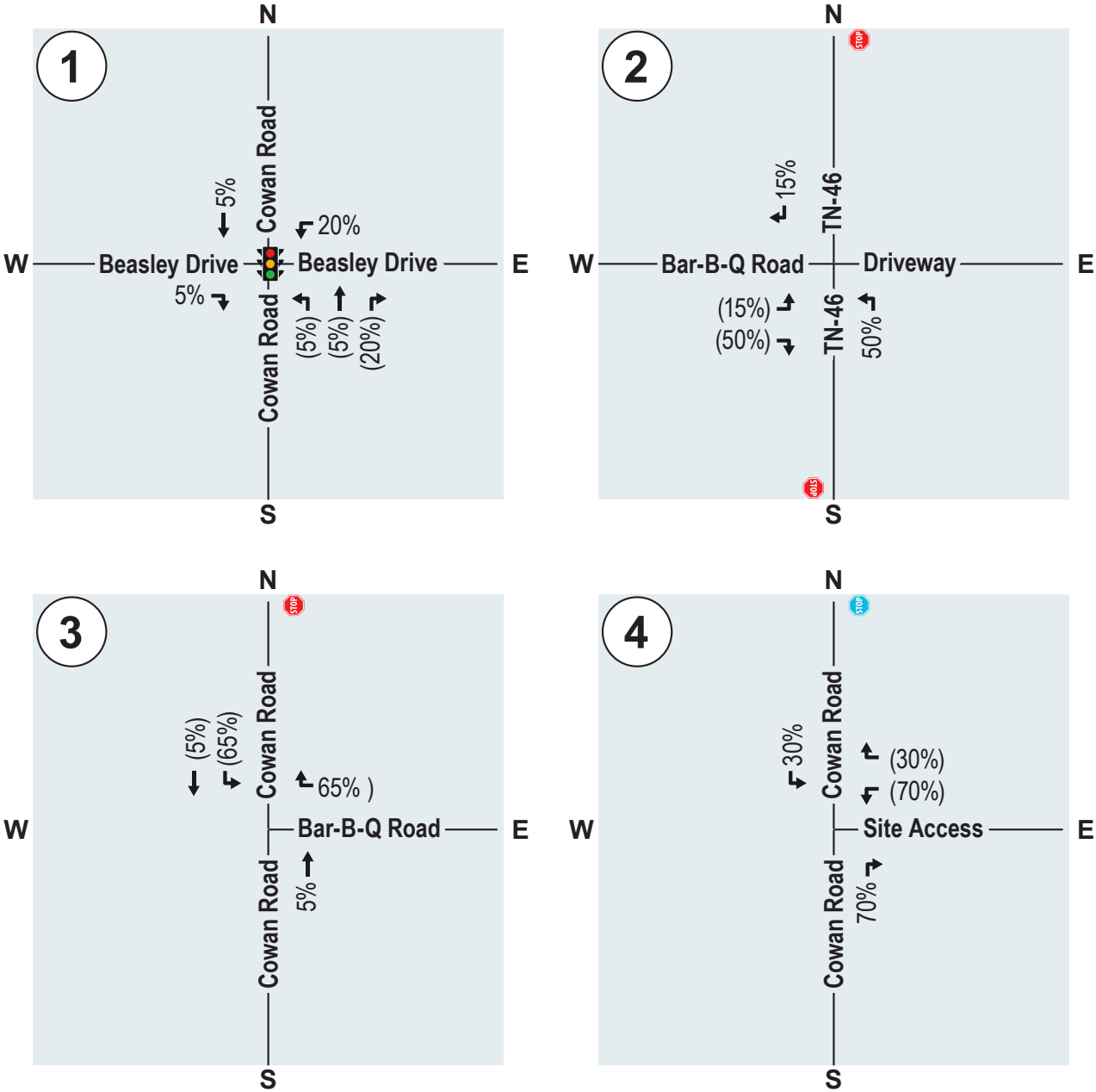
Figure 5 provides the directional distribution and assignment of new project trips. Figure 6 illustrates the assignment of project trips to the study network. The projected build peak hour volumes are shown in Figure 7.

Intersection volume worksheets for all intersections and driveways within the study network are provided in Appendix C.

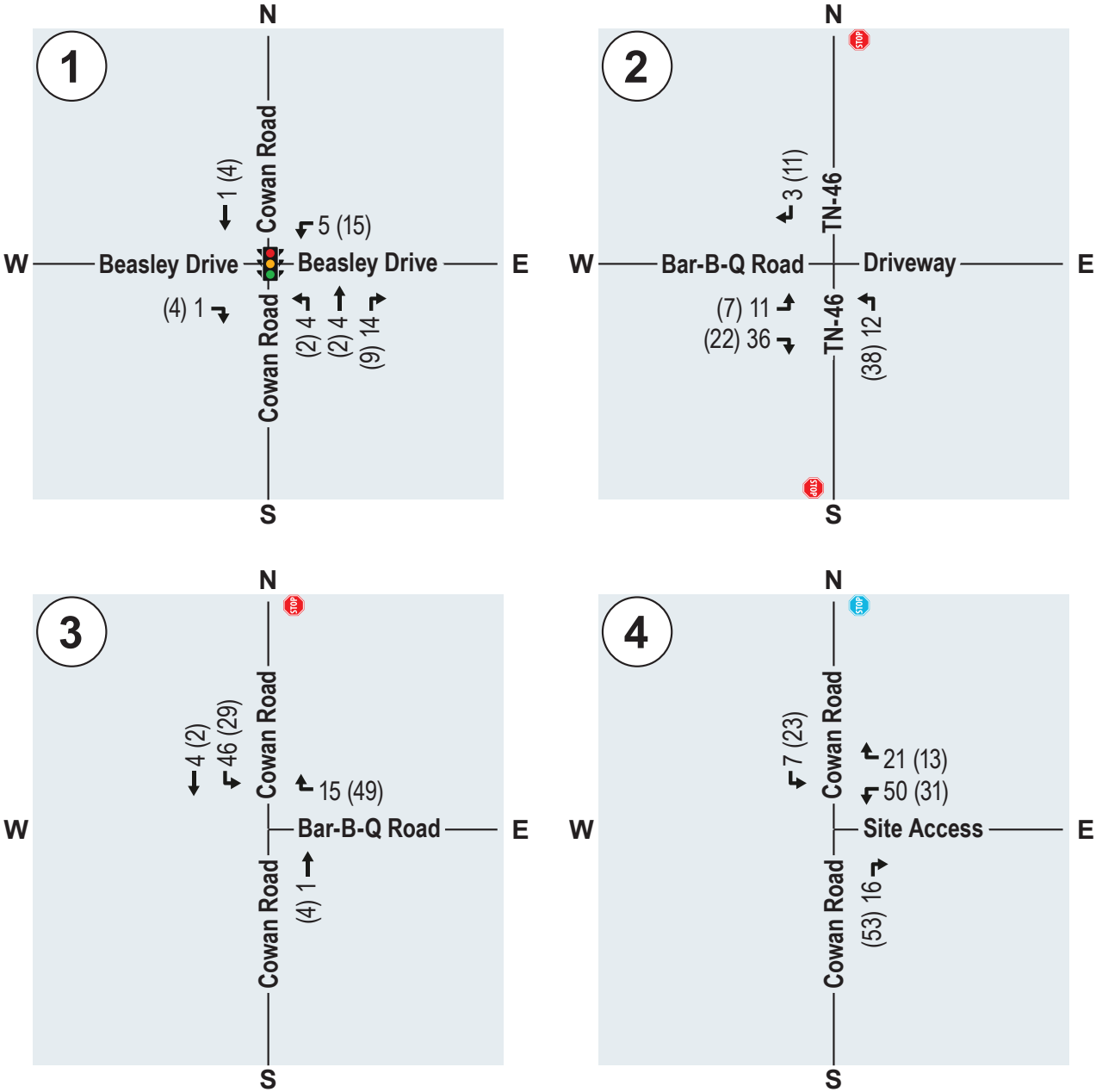
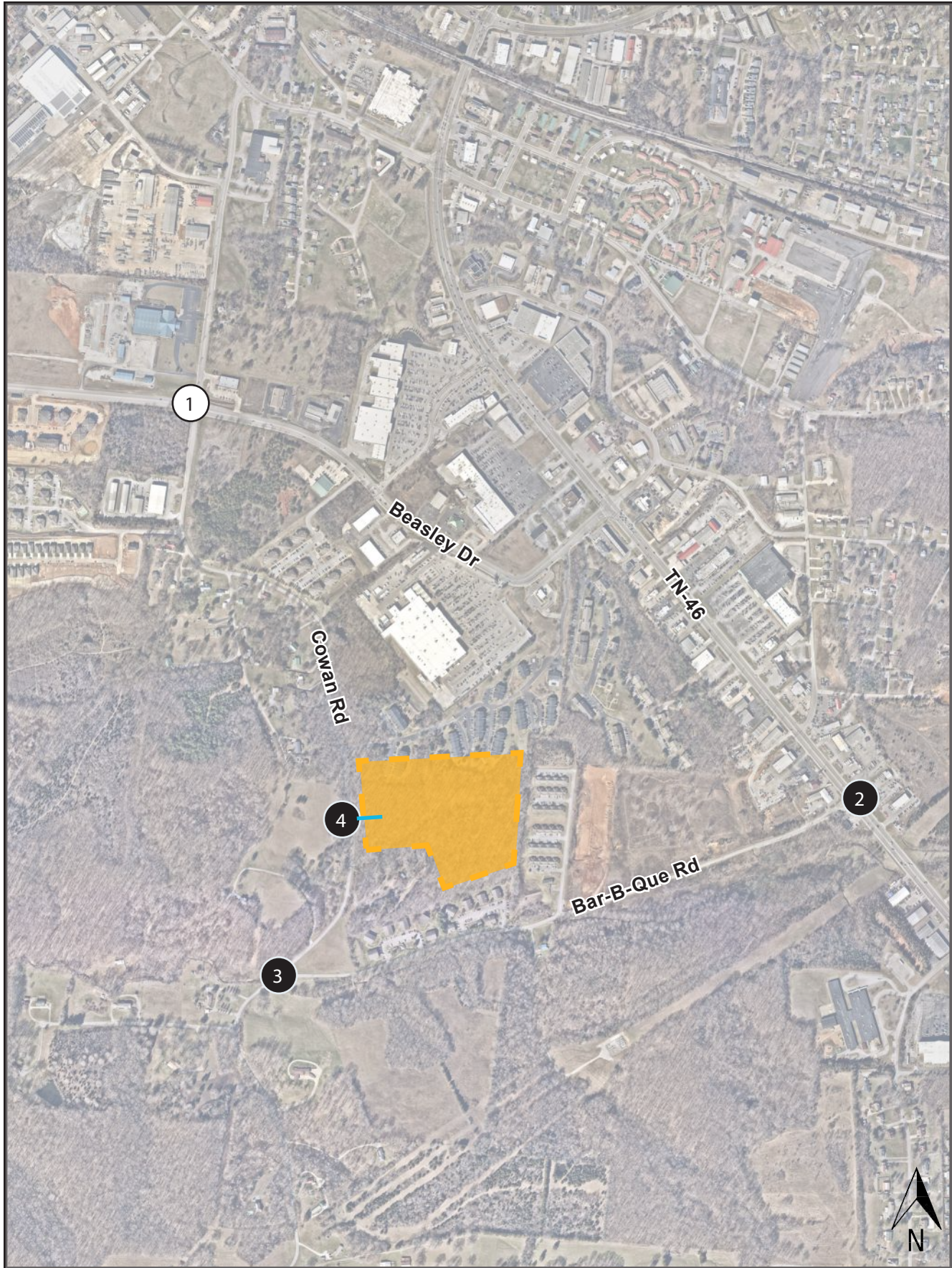
Table 9: Trip Generation

Proposed Trip Generation - Pennock Place													
ITE Code	Land Use	Setting/Location	Density	Daily			AM Peak Hour			PM Peak Hour			
				Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	
220	Multifamily Housing (Low-Rise)	General Urban/Suburban	228	d.u.	1,536	768	768	94	23	71	119	75	44
GROSS PROPOSED TRIPS					1,536	768	768	94	23	71	119	75	44

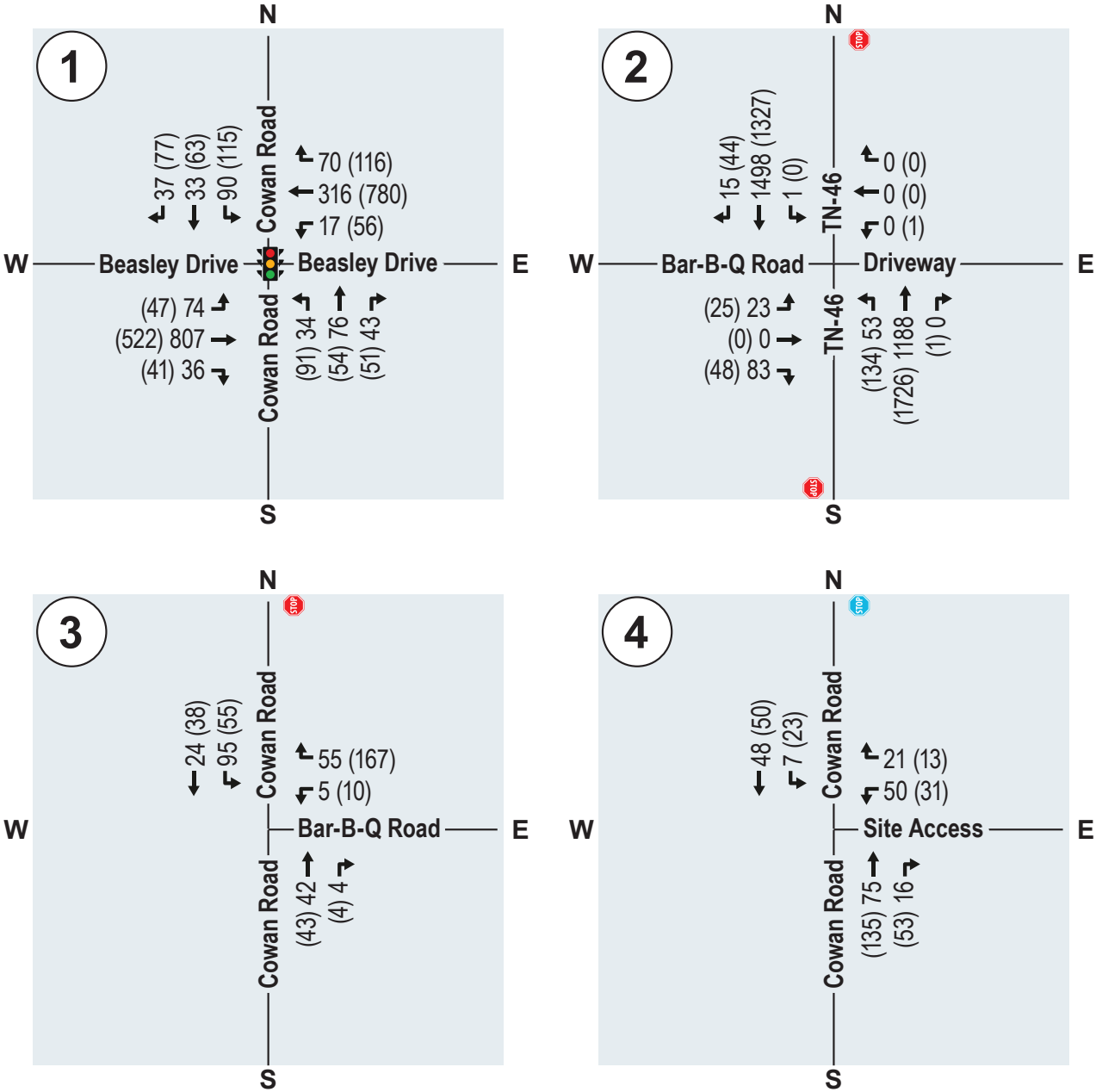
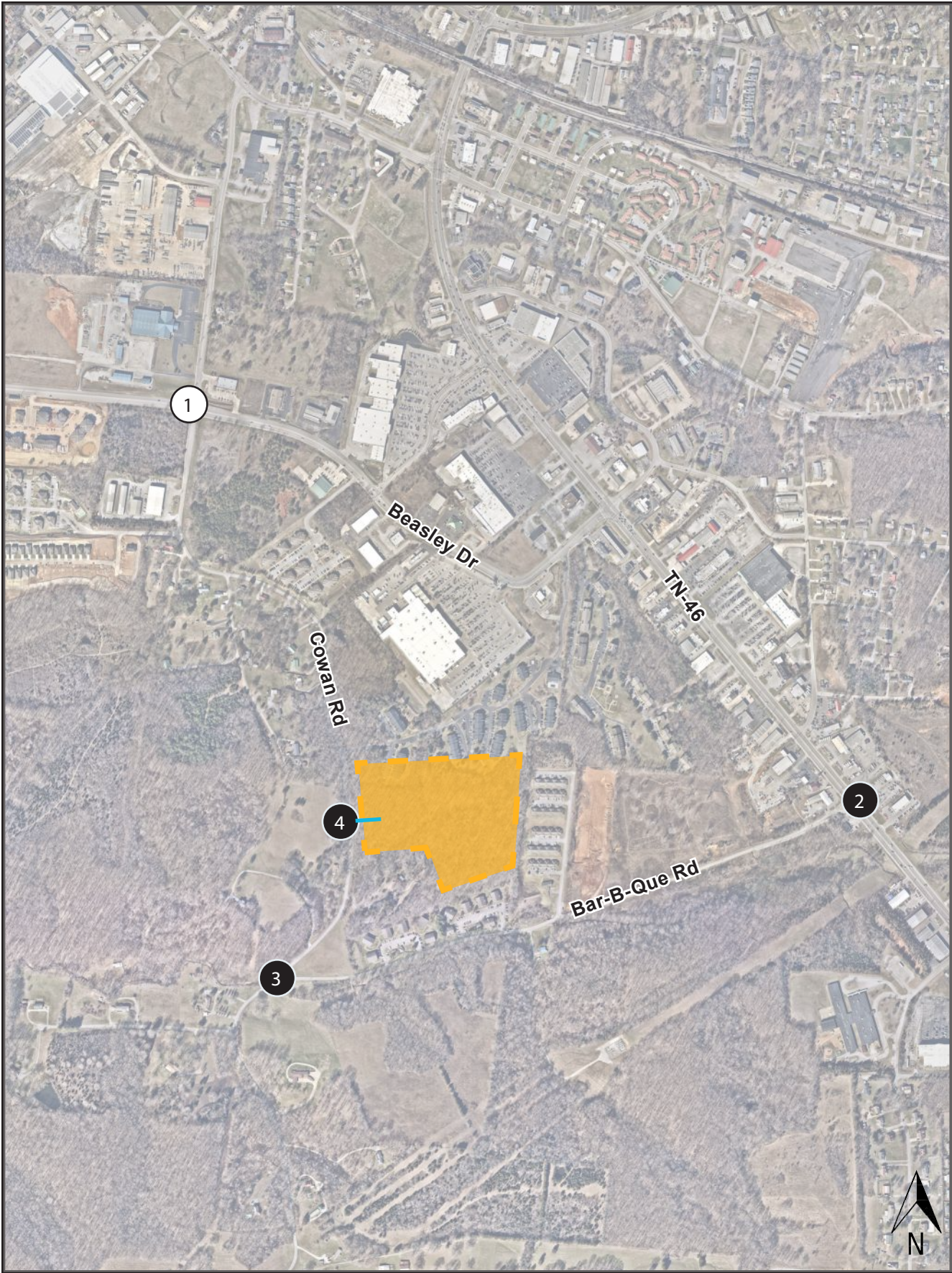
Notes:



LEGEND		Signalized Intersection ID		Existing Traffic Signal	XX%	% Entering Distribution
		Unsignalized Intersection ID		Existing Stop Sign	(XX%)	% Exiting Distribution
		Turning Movement		Proposed Stop Sign		



LEGEND		Signalized Intersection ID		Existing Traffic Signal	XX	AM Peak Hour Traffic Volumes
		Unsignalized Intersection ID		Existing Stop Sign	(XX)	PM Peak Hour Traffic Volumes
		Turning Movement		Proposed Stop Sign		



LEGEND	(X)	Signalized Intersection ID		Existing Traffic Signal	XX	AM Peak Hour Traffic Volumes
	(X)	Unsignalized Intersection ID		Existing Stop Sign	(XX)	PM Peak Hour Traffic Volumes
	→	Turning Movement		Proposed Stop Sign		

6.3 TURN LANE EVALUATION

The turn lane evaluations were calculated based on the methodology outlined in Section 3.5. The results of the turn lane warrants are summarized in Table 10. Detailed turn lane calculations are provided in Appendix E.

Table 10: Turn Lane Warrants

#	Intersection	Movement	Scenario	AM	PM
4	Site Access along Cowan Road	NBR	Build	No	No
		SBL	Build	No	No

**Design speed of 35 MPH was used for analysis*

Based on the turn lane evaluation, a northbound right-turn lane and a southbound left-turn lane are not warranted at the intersection Cowan Road and the Site Access (Intersection 4) under Build conditions.

7.0 CAPACITY ANALYSIS

The capacity analyses were calculated based on methodology outlined in Section 3.0. The results of the capacity analyses are summarized in Table 11 and Table 12. Detailed capacity reports are provided in Appendix D.

The results of the analyses show that all study intersections currently operate at an acceptable overall LOS during the AM and PM peak hours. Under the projected No-Build and Build conditions, all study intersections are projected to continue to operate at an acceptable overall LOS during the AM and PM peak hours. The westbound approach at intersection 2 operates at a LOS F in the existing PM, No-Build PM and Build PM scenarios. It should be noted that it is not uncommon for side street approaches to experience higher delay during peak periods. Additionally, the westbound approach consists of 1 vehicle in the PM peak.

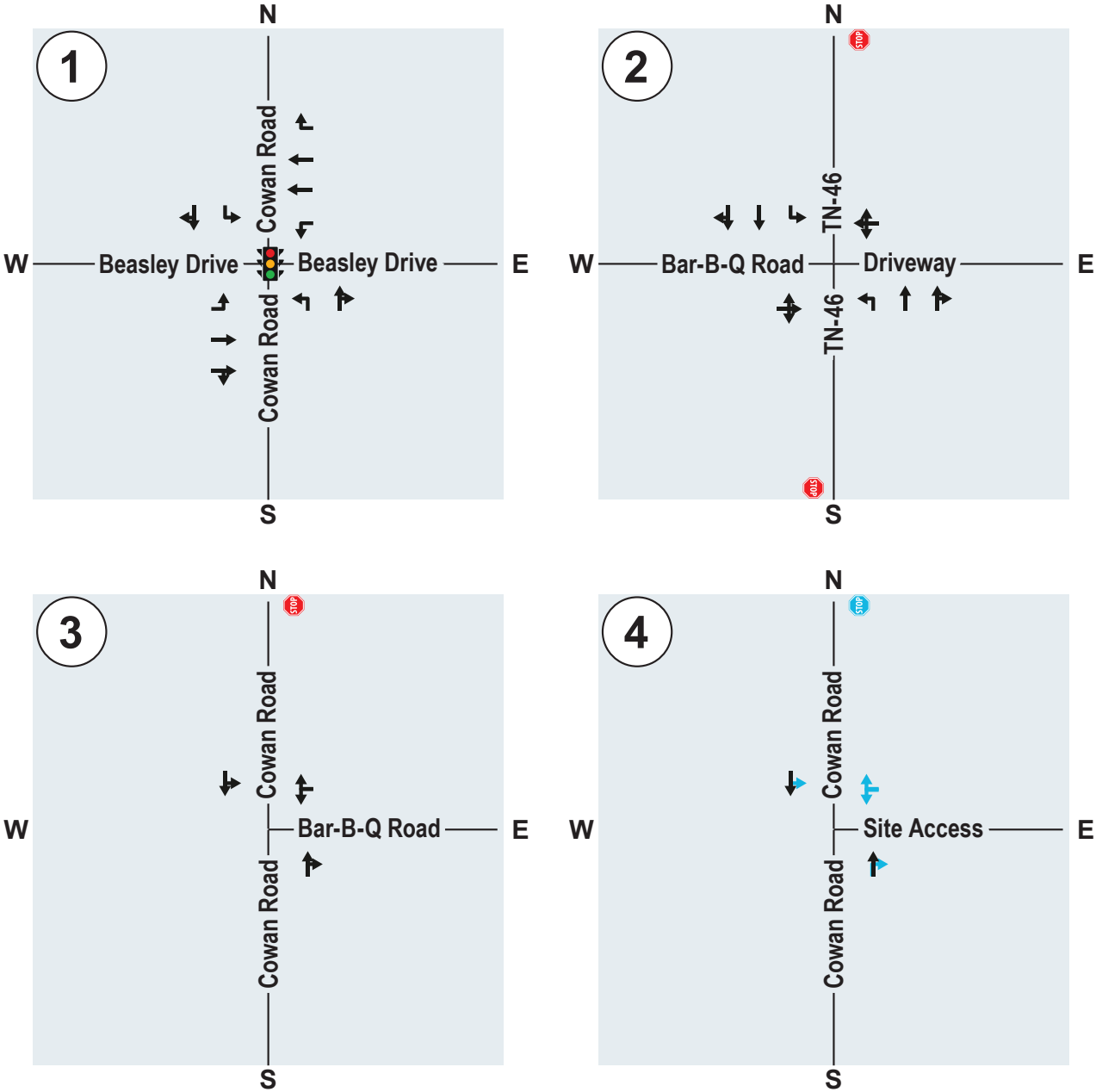
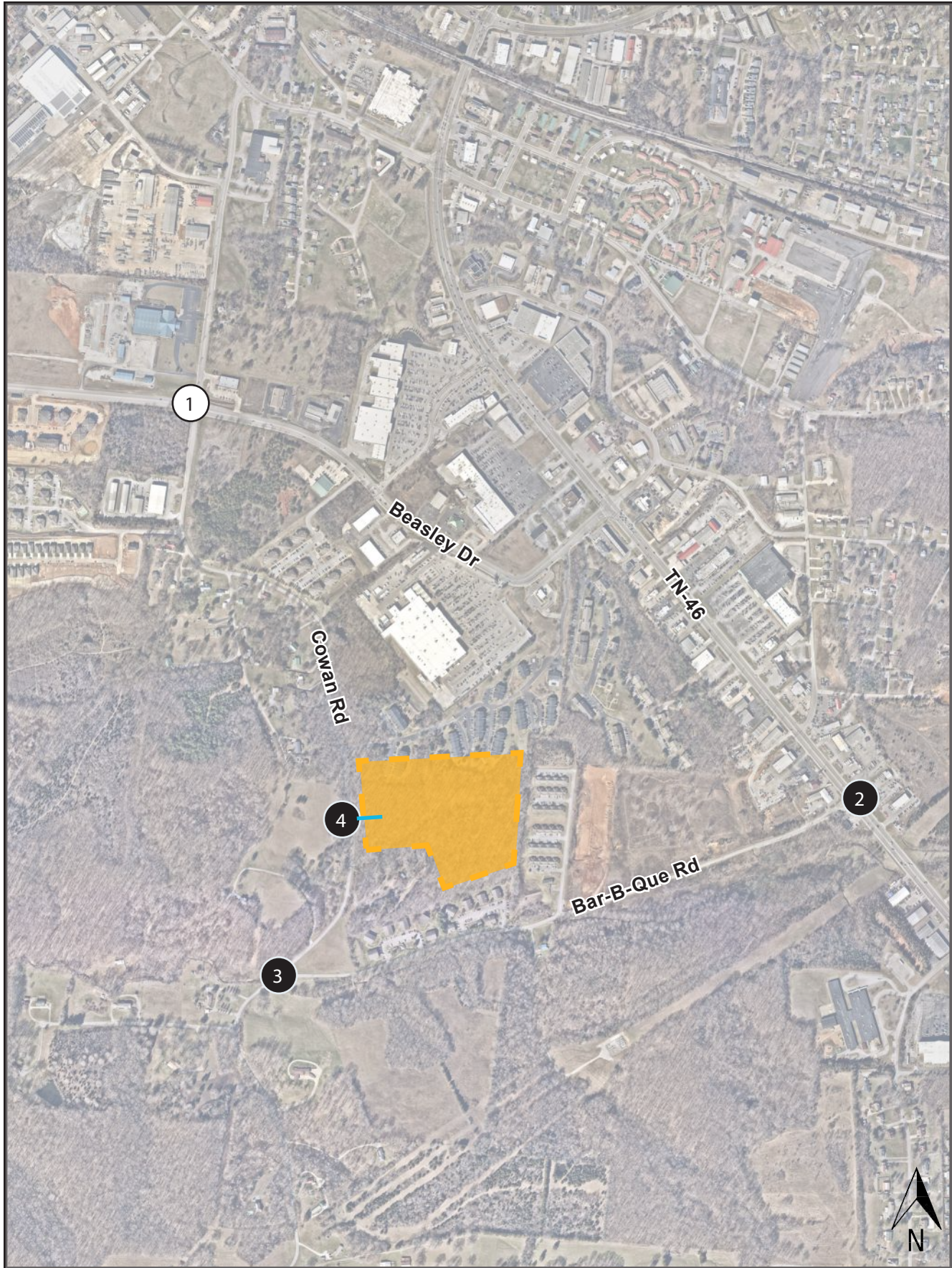
The build lane configuration is shown in Figure 8.

Table 11: LOS Summary

#	Intersection Name	Movement	Existing AM		Existing PM		No Build AM		No Build PM		Build AM		Build PM	
			LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
1	Cowan Road & Beasley Drive	NB	C	28.3	C	26.7	C	28.6	C	27.8	C	28.8	C	28.5
		SB	C	23.8	C	27.8	C	23.9	C	28.3	C	23.8	C	28.7
		EB	A	8.7	A	9	B	10.6	B	10.4	B	11.3	B	10.9
		WB	A	8.4	A	9.3	A	9.1	B	10.4	A	9.5	B	10.5
		Intersection	B	11.9	B	13.5	B	13	B	14.3	B	13.7	B	14.7
2	TN-46 & Bar-B-Q Road	NBL	B	13.2	B	13.1	B	14.7	B	14.6	C	15	C	15.8
		SBL	B	11.1	A	0	B	11.5	A	0	B	11.5	A	0
		EB	C	17.07	D	29.76	C	18.87	D	29.95	C	23.03	D	33.99
		WB	A	0	F	69.71	A	0	F	98.75	A	0	F	125.16
3	Cowan Road & Bar-B-Q Road	SBL	A	7.4	A	7.3	A	7.4	A	7.4	A	7.5	A	7.4
		WB	A	8.77	A	9.05	A	8.86	A	9.26	A	8.97	A	9.61
4	Cowan Road & Site Access	SBL	-	-	-	-	-	-	-	-	A	7.4	A	7.7
		WB	-	-	-	-	-	-	-	-	A	9.69	B	10.18

Table 12: Queue Summary

#	Name	Movement	Existing AM		Existing PM		No-Build AM		No-Build PM		Build AM		Build PM	
			Queue	Storage	Queue	Storage	Queue	Storage	Queue	Storage	Queue	Storage	Queue	Storage
1	Cowan Road & Beasley Drive	EBL	33		23		38		26		39		27	
		EBT	181		115		246		152		252		157	
		WBL	6		16		11		24		14		31	
		WBT	76		166		92		225		94		227	
		WBR	3	115	20	115	8	115	29	115	8	115	29	115
		NBL	25	135	59	135	29	135	65	135	31	135	67	135
		NBT	74		60		84		69		94		73	
		SBL	57		72		66		81		66		81	
2	TN-46 & Bar-B-Q Road	EBL	10		15		18		23		40		43	
		WBL	0		3		0		3		0		3	
		NBL	5		13		8		20		13		30	
		SBL	0		0		0		0		0		0	
3	Cowan Road & Bar-B-Q Road	WBL	3		10		5		13		5		20	
		SBL	3		0		3		3		5		3	
4	Cowan Road & Site Access	WBL	-		-		-		-		5		5	
		SBL	-		-		-		-		0		3	



LEGEND	(X)	Signalized Intersection ID		Existing Traffic Signal	→	Existing Lane Configuration
	(X)	Unsignalized Intersection ID		Existing Stop Sign	→	Build Lane Configuration
				Proposed Stop Sign		

8.0 RECOMMENDATIONS

8.1 DEVELOPMENT IMPROVEMENT RECOMMENDATIONS

The following improvements are recommended to serve the traffic associated with the *Pennock Place* development.

- Intersection 4 - Site access along Cowan Road
 - Construct one (1) ingress lanes and one (1) egress lane to operate under stop control.

Site Plan

Traffic Counts



[Click here for Map](#)

Peak Hour Turning Movement Count

Dickson, TN



www.marrtraffic.com



Wednesday, August 20, 2025		
<div> Mostly Cloudy 83°F</div>		
Period	0700 - 0900	APPLY
Peak Hour	0700 - 0800	APPLY
Global PH	0700 - 0800	APPLY

* the Peak Hour Diagram does not include bicycles



Session Parameters

(Drop Down Menu)

Peak Hour

Volume

Cowan Rd (North)

Southbound

29	26	70	0	125	180	(1-3)
3	1	5	0	9	6	(4-7)
1	0	2	0	3	3	(8-13)
33	27	77	0	137	189	Total
<div> </div>				<div> </div>		



Classes	(1-3)	(4-7)	(8-13)	Total
Volume	1248	44	20	1312
PHF				0.94
ADT (Calc)			10	13120

Beasley Dr (West)

(1-3)	(4-7)	(8-13)	Total
299	15	9	323
708	18	6	732
0	0	0	0
63	1	0	64
629	16	6	651
16	1	0	17

Eastbound



Beasley Dr (East)

60	3	3	54
265	8	12	245
6	0	0	6
0	0	0	0
331	11	15	305
750	8	21	721
Total	(8-13)	(4-7)	(1-3)

Westbound

Total	50	112	0	25	65	22
(8-13)	0	0	0	0	0	0
(4-7)	2	2	0	0	2	0
(1-3)	48	110	0	25	63	22

Northbound

Cowan Rd (South)

All vehicles

Time	Northbound						Southbound						Eastbound						Westbound						Int Total
	Cowan Rd (South)						Cowan Rd (North)						Beasley Dr (West)						Beasley Dr (East)						
	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	
0700 - 0715	6	17	7	-	0	30	15	3	5	-	0	23	13	141	8	-	0	162	3	58	9	-	0	70	285
0715 - 0730	6	15	8	-	0	29	10	10	6	-	0	26	24	153	2	-	0	179	0	88	17	-	0	105	339
0730 - 0745	8	15	2	-	0	25	26	7	14	-	0	47	13	178	4	-	0	195	2	55	15	-	0	72	339
0745 - 0800	5	18	5	-	0	28	26	7	8	-	0	41	14	179	3	-	0	196	1	64	19	-	0	84	349
Total	25	65	22	0	0	112	77	27	33	0	0	137	64	651	17	0	0	732	6	265	60	0	0	331	1312
Approach %	22.32	58.04	19.64	0.00	0.00	-	56.20	19.71	24.09	0.00	0.00	-	8.74	88.93	2.32	0.00	0.00	-	1.81	80.06	18.13	0.00	0.00	-	
PHF	0.78	0.90	0.69	0.00	0.00	0.93	0.74	0.68	0.59	0.00	0.00	0.73	0.67	0.91	0.53	0.00	0.00	0.93	0.50	0.75	0.79	0.00	0.00	0.79	0.94

Bicycles

Time	Northbound						Southbound						Eastbound						Westbound						Int Total	
	Cowan Rd (South)						Cowan Rd (North)						Beasley Dr (West)						Beasley Dr (East)							
	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total		
0700 - 0715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0715 - 0730	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0730 - 0745	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
0745 - 0800	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-		
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Passenger Vehicles (1-3)

Time	Northbound						Southbound						Eastbound						Westbound						Int Total
	Cowan Rd (South)						Cowan Rd (North)						Beasley Dr (West)						Beasley Dr (East)						
	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	
0700 - 0715	6	17	7	-	0	30	13	3	4	-	0	20	13	136	7	-	0	156	3	54	8	-	0	65	271
0715 - 0730	6	14	8	-	0	28	9	9	6	-	0	24	24	148	2	-	0	174	0	83	16	-	0	99	325
0730 - 0745	8	14	2	-	0	24	25	7	12	-	0	44	13	172	4	-	0	189	2	51	14	-	0	67	324
0745 - 0800	5	18	5	-	0	28	23	7	7	-	0	37	13	173	3	-	0	189	1	57	16	-	0	74	328
Total	25	63	22	0	0	110	70	26	29	0	0	125	63	629	16	0	0	708	6	245	54	0	0	305	1248
Approach %	22.73	57.27	20.00	0.00	0.00	-	56.00	20.80	23.20	0.00	0.00	-	8.90	88.84	2.26	0.00	0.00	-	1.97	80.33	17.70	0.00	0.00	-	
PHF	0.78	0.88	0.69	0.00	0.00	0.92	0.70	0.72	0.60	0.00	0.00	0.71	0.66	0.91	0.57	0.00	0.00	0.94	0.50	0.74	0.84	0.00	0.00	0.77	0.95

Single Unit Trucks (4-7)

Time	Northbound						Southbound						Eastbound						Westbound						Int Total
	Cowan Rd (South)						Cowan Rd (North)						Beasley Dr (West)						Beasley Dr (East)						
	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	
0700 - 0715	0	0	0	-	0	0	2	0	1	-	0	3	0	5	1	-	0	6	0	2	1	-	0	3	12
0715 - 0730	0	1	0	-	0	1	1	1	0	-	0	2	0	4	0	-	0	4	0	3	1	-	0	4	11
0730 - 0745	0	1	0	-	0	1	0	0	2	-	0	2	0	4	0	-	0	4	0	1	0	-	0	1	8
0745 - 0800	0	0	0	-	0	0	2	0	0	-	0	2	1	3	0	-	0	4	0	6	1	-	0	7	13
Total	0	2	0	0	0	2	5	1	3	0	0	9	1	16	1	0	0	18	0	12	3	0	0	15	44
Approach %	0.00	100.00	0.00	0.00	0.00	-	55.56	11.11	33.33	0.00	0.00	-	5.56	88.89	5.56	0.00	0.00	-	0.00	80.00	20.00	0.00	0.00	-	
PHF	0.00	0.50	0.00	0.00	0.00	0.50	0.63	0.25	0.38	0.00	0.00	0.75	0.25	0.80	0.25	0.00	0.00	0.75	0.00	0.50	0.75	0.00	0.00	0.54	0.85

Combination Trucks (8-13)

Time	Northbound						Southbound						Eastbound						Westbound						Int Total
	Cowan Rd (South)						Cowan Rd (North)						Beasley Dr (West)						Beasley Dr (East)						
	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	
0700 - 0715	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	2
0715 - 0730	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	0	1	0	2	0	-	0	2	3
0730 - 0745	0	0	0	-	0	0	1	0	0	-	0	1	0	2	0	-	0	2	0	3	1	-	0	4	7
0745 - 0800	0	0	0	-	0	0	1	0	1	-	0	2	0	3	0	-	0	3	0	1	2	-	0	3	8
Total	0	0	0	0	0	0	2	0	1	0	0	3	0	6	0	0	0	6	0	8	3	0	0	11	20
Approach %	0.00	0.00	0.00	0.00	0.00	-	66.67	0.00	33.33	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	72.73	27.27	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.25	0.00	0.00	0.38	0.00	0.50	0.00	0.00	0.00	0.50	0.00	0.67	0.38	0.00	0.00	0.69	0.63



[Click here for Map](#)

Peak Hour Turning Movement Count

Dickson, TN



www.marrtraffic.com



Wednesday, August 20, 2025		
Mostly Cloudy 83°F		
Period	1600 - 1800	APPLY
Peak Hour	1600 - 1700	APPLY
Global PH	1615 - 1715	APPLY

* the Peak Hour Diagram does not include bicycles



Session Parameters

(Drop Down Menu)

Peak Hour

Volume

Cowan Rd (North)

Southbound

67	49	100	0	216	178	(1-3)
1	1	2	0	4	5	(4-7)
1	0	0	0	1	2	(8-13)
69	50	102	0	221	185	Total

0

0



Classes	(1-3)	(4-7)	(8-13)	Total
Volume	1567	26	18	1611
PHF				0.97
ADT (Calc)			10	16110

(1-3)	(4-7)	(8-13)	Total
755	7	5	767
464	11	11	486

0	0	0	0
39	1	0	40
404	9	11	424
21	1	0	22

0	0	0	0
40	40	40	40
424	424	424	424
22	22	22	22

99	618	25	0
----	-----	----	---

2	3	94
4	5	609
0	0	25
0	0	0

742	562	Total
-----	-----	-------

6	8	728
11	12	539
(8-13)	(4-7)	(1-3)

0

0

Total	97	162	0	80	46	36
(8-13)	0	0	0	0	0	0
(4-7)	2	3	0	1	1	1
(1-3)	95	159	0	79	45	35

Northbound

Cowan Rd (South)

Beasley Dr (West)

Beasley Dr (East)

Eastbound

Westbound

All vehicles

Bicycles

Passenger Vehicles (1-3)

Single Unit Trucks (4-7)

Combination Trucks (8-13)

Time	Northbound						Southbound						Eastbound						Westbound						Int Total
	Cowan Rd (South)						Cowan Rd (North)						Beasley Dr (West)						Beasley Dr (East)						
	Left 1.1	Thru 1.2	Right 1.3		U-Turn 1.4	App Total	Left 1.5	Thru 1.6	Right 1.7		U-Turn 1.8	App Total	Left 1.9	Thru 1.10	Right 1.11		U-Turn 1.12	App Total	Left 1.13	Thru 1.14	Right 1.15		U-Turn 1.16	App Total	
1600 - 1615	0	0	0	-	0	0	0	0	0	-	0	0	0	4	0	-	0	4	0	0	1	-	0	1	5
1615 - 1630	0	0	0	-	0	0	0	0	0	-	0	0	0	1	0	-	0	1	0	3	1	-	0	4	5
1630 - 1645	0	0	0	-	0	0	0	0	1	-	0	1	0	4	0	-	0	4	0	0	0	-	0	0	5
1645 - 1700	0	0	0	-	0	0	0	0	0	-	0	0	0	2	0	-	0	2	0	1	0	-	0	1	3
Total	0	0	0	0	0	0	0	0	1	0	0	1	0	11	0	0	0	11	0	4	2	0	0	6	18
Approach %	0.00	0.00	0.00	0.00	0.00	-	0.00	0.00	100.00	0.00	0.00	-	0.00	100.00	0.00	0.00	0.00	-	0.00	66.67	33.33	0.00	0.00	-	
PHF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.69	0.00	0.00	0.00	0.69	0.00	0.33	0.50	0.00	0.00	0.38	0.90



[Click here for Map](#)

Peak Hour Turning Movement Count

Dickson, TN



www.marrtraffic.com



Wednesday, August 20, 2025		
<div><div></div><div>Mostly Cloudy</div><div>83°F</div></div>		
Period	0700 - 0900	APPLY
Peak Hour	0700 - 0800	APPLY
Global PH	0700 - 0800	APPLY

* the Peak Hour Diagram does not include bicycles



Session Parameters

(Drop Down Menu)

Peak Hour

Volume

TN-46 (North)

Southbound

10	1294	1	0
1	38	0	0
0	25	0	0

1305	1047	(1-3)
39	42	(4-7)
25	41	(8-13)

11	1357	1	0
----	------	---	---

1369	1130	Total
------	------	-------



0

0



Classes

	(1-3)	(4-7)	(8-13)	Total
Volume	2414	82	66	2562
PHF				0.96
ADT (Calc)			10	25620

(1-3)	(4-7)	(8-13)	Total
44	1	0	45
36	2	0	38

←

→

0	0	0	0
8	1	0	9
0	0	0	0
28	1	0	29

0

0



0	0	0
0	0	0
0	0	0
0	0	0

0	0	0
0	0	0
0	0	0
0	0	0

0	0	0
1	0	1

Total

(8-13) (4-7) (1-3)

0

0



Total	1386	1155	0	34	1121	0
-------	------	------	---	----	------	---

(8-13)	25	41	0	0	41	0
(4-7)	39	41	0	0	41	0
(1-3)	1322	1073	0	34	1039	0

Northbound

TN-46 (South)

Barbeque Rd

Eastbound

Westbound

Driveway

All vehicles

	Northbound						Southbound						Eastbound						Westbound						Int
	TN-46 (South)						TN-46 (North)						Barbeque Rd						Driveway						
Time	Left 2.1	Thru 2.2	Right 2.3		U-Turn 2.4	App Total	Left 2.5	Thru 2.6	Right 2.7		U-Turn 2.8	App Total	Left 2.9	Thru 2.10	Right 2.11		U-Turn 2.12	App Total	Left 2.13	Thru 2.14	Right 2.15		U-Turn 2.16	App Total	Total
0700 - 0715	7	263	0	-	0	270	0	303	1	-	0	304	4	0	9	-	0	13	0	0	0	-	0	0	587
0715 - 0730	7	307	0	-	0	314	0	335	2	-	0	337	2	0	5	-	0	7	0	0	0	-	0	0	658
0730 - 0745	10	285	0	-	0	295	0	347	2	-	0	349	1	0	7	-	0	8	0	0	0	-	0	0	652
0745 - 0800	10	266	0	-	0	276	1	372	6	-	0	379	2	0	8	-	0	10	0	0	0	-	0	0	665
Total	34	1121	0	0	0	1155	1	1357	11	0	0	1369	9	0	29	0	0	38	0	0	0	0	0	0	2562
Approach %	2.94	97.06	0.00	0.00	0.00	-	0.07	99.12	0.80	0.00	0.00	-	23.68	0.00	76.32	0.00	0.00	-	0.00	0.00	0.00	0.00	0.00	-	
PHF	0.85	0.91	0.00	0.00	0.00	0.92	0.25	0.91	0.46	0.00	0.00	0.90	0.56	0.00	0.81	0.00	0.00	0.73	0.00	0.00	0.00	0.00	0.00	0.00	0.96

Bicycles

[illegible]

Passenger Vehicles (1-3)

[illegible]

Single Unit Trucks (4-7)

[illegible]

Combination Trucks (8-13)

[illegible]

All vehicles

	Northbound						Southbound						Eastbound						Westbound						
	TN-46 (South)						TN-46 (North)						Barbeque Rd						Driveway						
	Left	Thru	Right		U-Turn	App Total	Left	Thru	Right		U-Turn	App Total	Left	Thru	Right		U-Turn	App Total	Left	Thru	Right		U-Turn	App Total	Int Total
Time	2.1	2.2	2.3		2.4		2.5	2.6	2.7		2.8		2.9	2.10	2.11		2.12		2.13	2.14	2.15		2.16		
1630 - 1645	25	429	0	-	0	454	0	280	7	-	0	287	8	0	3	-	0	11	0	0	0	-	0	0	752
1645 - 1700	20	342	0	-	0	362	0	322	6	-	0	328	2	0	1	-	0	3	1	0	0	-	0	1	694
1700 - 1715	20	406	0	-	0	426	0	324	5	-	0	329	2	0	6	-	0	8	0	0	0	-	0	0	763
1715 - 1730	10	397	1	-	0	408	0	301	10	-	0	311	4	0	4	-	0	8	0	0	0	-	0	0	727
Total	75	1574	1	0	0	1650	0	1227	28	0	0	1255	16	0	14	0	0	30	1	0	0	0	0	1	2936
Approach %	4.55	95.39	0.06	0.00	0.00	-	0.00	97.77	2.23	0.00	0.00	-	53.33	0.00	46.67	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	
PHF	0.75	0.92	0.25	0.00	0.00	0.91	0.00	0.95	0.70	0.00	0.00	0.95	0.50	0.00	0.58	0.00	0.00	0.68	0.25	0.00	0.00	0.00	0.00	0.25	0.96

Bicycles

[illegible]

Passenger Vehicles (1-3)

Passenger Vehicles (2-5)	Northbound						Southbound						Eastbound						Westbound						Int Total
	TN-46 (South)						TN-46 (North)						Barbeque Rd						Driveway						
	Left	Thru	Right		U-Turn	App Total	Left	Thru	Right		U-Turn	App Total	Left	Thru	Right		U-Turn	App Total	Left	Thru	Right		U-Turn	App Total	
Time	2.1	2.2	2.3		2.4	Total	2.5	2.6	2.7		2.8	Total	2.9	2.10	2.11		2.12	Total	2.13	2.14	2.15		2.16	Total	
1630 - 1645	25	422	0	-	0	447	0	268	7	-	0	275	7	0	3	-	0	10	0	0	0	-	0	0	
1645 - 1700	20	333	0	-	0	353	0	312	6	-	0	318	2	0	1	-	0	3	1	0	0	-	0	1	
1700 - 1715	20	401	0	-	0	421	0	319	5	-	0	324	2	0	6	-	0	8	0	0	0	-	0	0	
1715 - 1730	10	386	1	-	0	397	0	295	10	-	0	305	4	0	4	-	0	8	0	0	0	-	0	0	
Total	75	1542	1	0	0	1618	0	1194	28	0	0	1222	15	0	14	0	0	29	1	0	0	0	0	1	
Approach %	4.64	95.30	0.06	0.00	0.00	-	0.00	97.71	2.29	0.00	0.00	-	51.72	0.00	48.28	0.00	0.00	-	100.00	0.00	0.00	0.00	0.00	-	
PHF	0.75	0.91	0.25	0.00	0.00	0.90	0.00	0.94	0.70	0.00	0.00	0.94	0.54	0.00	0.58	0.00	0.00	0.73	0.25	0.00	0.00	0.00	0.00	0.25	

Single Unit Trucks (4-7)

[illegible]

Combination Trucks (8-13)

[illegible]

Bi-Directional Speed & Class Count || Volume Summary 15min

Dickson, TN



Site 1
Cowan Rd,
south of Remington Dr

Date
Wednesday, August 20, 2025

Weather
Partly Cloudy
83°F

Lat/Long
36.055767°, -87.382870°

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0000 - 2400 (Weekday 24h Session)
Volume Summary 15min

Time	Volume Summary 15min		15min Total	60min Total
	NB	SB		
0000 - 0015	0	2	2	7
0015 - 0030	1	0	1	
0030 - 0045	1	0	1	
0045 - 0100	2	1	3	
0100 - 0115	0	0	0	5
0115 - 0130	0	1	1	
0130 - 0145	0	0	0	
0145 - 0200	2	2	4	
0200 - 0215	2	0	2	5
0215 - 0230	1	2	3	
0230 - 0245	0	0	0	
0245 - 0300	0	0	0	
0300 - 0315	0	0	0	2
0315 - 0330	1	0	1	
0330 - 0345	1	0	1	
0345 - 0400	0	0	0	
0400 - 0415	0	0	0	7
0415 - 0430	0	1	1	
0430 - 0445	1	0	1	
0445 - 0500	3	2	5	
0500 - 0515	1	0	1	11
0515 - 0530	3	1	4	
0530 - 0545	2	1	3	
0545 - 0600	1	2	3	
0600 - 0615	8	3	11	56
0615 - 0630	7	9	16	
0630 - 0645	3	8	11	
0645 - 0700	7	11	18	
0700 - 0715	17	13	30	113
0715 - 0730	22	9	31	
0730 - 0745	14	9	23	
0745 - 0800	20	9	29	
0800 - 0815	11	7	18	70
0815 - 0830	10	8	18	
0830 - 0845	9	8	17	
0845 - 0900	8	9	17	
0900 - 0915	11	9	20	60
0915 - 0930	5	6	11	
0930 - 0945	4	5	9	
0945 - 1000	12	8	20	
1000 - 1015	7	7	14	78
1015 - 1030	12	9	21	
1030 - 1045	12	10	22	
1045 - 1100	14	7	21	
1100 - 1115	17	8	25	83
1115 - 1130	13	4	17	
1130 - 1145	13	7	20	
1145 - 1200	12	9	21	
1200 - 1215	21	12	33	103
1215 - 1230	17	3	20	
1230 - 1245	12	8	20	
1245 - 1300	16	14	30	
1300 - 1315	23	5	28	90
1315 - 1330	17	10	27	
1330 - 1345	8	8	16	
1345 - 1400	10	9	19	
1400 - 1415	15	4	19	127
1415 - 1430	20	15	35	
1430 - 1445	35	5	40	
1445 - 1500	23	10	33	
1500 - 1515	31	14	45	192
1515 - 1530	31	12	43	
1530 - 1545	42	17	59	
1545 - 1600	29	16	45	
1600 - 1615	21	14	35	162
1615 - 1630	32	16	48	
1630 - 1645	36	11	47	
1645 - 1700	27	5	32	
1700 - 1715	28	11	39	142
1715 - 1730	23	10	33	
1730 - 1745	31	6	37	
1745 - 1800	25	8	33	
1800 - 1815	21	10	31	99
1815 - 1830	18	10	28	
1830 - 1845	14	8	22	
1845 - 1900	11	7	18	
1900 - 1915	13	5	18	78
1915 - 1930	9	5	14	
1930 - 1945	13	11	24	
1945 - 2000	15	7	22	
2000 - 2015	5	15	20	53
2015 - 2030	8	4	12	
2030 - 2045	8	3	11	
2045 - 2100	5	5	10	
2100 - 2115	1	4	5	23
2115 - 2130	5	1	6	
2130 - 2145	2	1	3	
2145 - 2200	6	3	9	
2200 - 2215	2	1	3	11
2215 - 2230	2	2	4	
2230 - 2245	2	1	3	
2245 - 2300	1	0	1	
2300 - 2315	0	1	1	
2315 - 2330	1	0	1	
2330 - 2345	4	1	5	
2345 - 0000	0	0	0	
Session Total	1029	555	1584	
Session Average	10.72	5.78	16.50	
Session Percentage	64.96	35.04		

Bi-Directional Speed & Class Count || NB EB Speed 60min

Dickson, TN



Site 1
Cowan Rd,
south of Remington Dr

Date
Wednesday, August 20, 2025

Weather
Partly Cloudy
83°F

Lat/Long
36.055767°, -87.382870°

[Click here for Detailed Weather](#)



[Click here for Map](#)

0000 - 2400 (Weekday 24h Session)
NB EB Speed 60min

Time	Northbound (Movement 1.1)															60min Total
	5-14 mph	15-19 mph	20-24 mph	25-29 mph	30-34 mph	35-39 mph	40-44 mph	45-49 mph	50-54 mph	55-59 mph	60-64 mph	65-69 mph	70-74 mph	75-79 mph	80-99 mph	
0000 - 0100	0	0	0	1	2	1	0	0	0	0	0	0	0	0	0	4
0100 - 0200	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2
0200 - 0300	0	0	0	0	1	1	1	0	0	0	0	0	0	0	0	3
0300 - 0400	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2
0400 - 0500	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	4
0500 - 0600	0	0	0	1	3	2	1	0	0	0	0	0	0	0	0	7
0600 - 0700	0	0	0	5	5	9	4	2	0	0	0	0	0	0	0	25
0700 - 0800	0	0	2	4	11	30	22	3	0	1	0	0	0	0	0	73
0800 - 0900	0	0	0	4	9	14	10	1	0	0	0	0	0	0	0	38
0900 - 1000	0	0	0	2	6	13	9	2	0	0	0	0	0	0	0	32
1000 - 1100	0	0	0	5	11	17	9	2	1	0	0	0	0	0	0	45
1100 - 1200	0	0	0	5	8	18	17	5	2	0	0	0	0	0	0	55
1200 - 1300	0	0	0	3	12	24	19	4	3	1	0	0	0	0	0	66
1300 - 1400	0	0	0	2	9	23	20	3	1	0	0	0	0	0	0	58
1400 - 1500	0	0	1	3	21	40	22	6	0	0	0	0	0	0	0	93
1500 - 1600	0	0	1	12	23	52	34	9	1	1	0	0	0	0	0	133
1600 - 1700	0	0	1	11	21	39	36	8	0	0	0	0	0	0	0	116
1700 - 1800	1	0	0	2	31	35	31	7	0	0	0	0	0	0	0	107
1800 - 1900	0	0	1	5	15	24	16	3	0	0	0	0	0	0	0	64
1900 - 2000	0	0	2	5	12	19	9	3	0	0	0	0	0	0	0	50
2000 - 2100	0	0	0	5	6	10	4	1	0	0	0	0	0	0	0	26
2100 - 2200	0	0	0	1	5	3	4	1	0	0	0	0	0	0	0	14
2200 - 2300	0	0	0	3	2	1	0	0	1	0	0	0	0	0	0	7
2300 - 2400	0	0	0	2	2	0	1	0	0	0	0	0	0	0	0	5
Session Total	1	0	8	82	218	378	270	60	9	3	0	0	0	0	0	1029

10mph Pace Speed	Number in Pace
32-41	655 (63.7%)

15th Percentile	50th Percentile	Average	85th Percentile	95th Percentile
31	37	37	42	45

Volume Development

Proposed Trip Generation - Pennock Place													
ITE Code	Land Use	Setting/Location	Density		Daily			AM Peak Hour			PM Peak Hour		
					Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
220	Multifamily Housing (Low-Rise)	General Urban/Suburban	228	d.u.	1,536	768	768	94	23	71	119	75	44
GROSS PROPOSED TRIPS					1,536	768	768	94	23	71	119	75	44

Notes:

INTERSECTION VOLUME WORKSHEET

INTERSECTION 1

Beasley Dr at Cowan Rd

AM PEAK HOUR

	Beasley Dr <u>Eastbound</u>				Beasley Dr <u>Westbound</u>				Cowan Rd <u>Northbound</u>				Cowan Rd <u>Southbound</u>			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 AM Volumes	0	64	651	17	0	6	265	60	0	25	65	22	0	77	27	33
Existing Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Conflicting Pedestrians		0		0		0		0		0		0		0		0
Heavy Vehicles	0	1	22	1	0	0	20	6	0	0	2	0	0	7	1	4
Heavy Vehicle %	2	2	3	6	2	2	8	10	2	2	3	2	2	9	4	12
Background Traffic																
Annual Growth Rate (Build-Out)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor (Build-Out)	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips (Build-Out)	0	2	20	1	0	0	8	2	0	1	2	1	0	2	1	1
No-Build 2028 AM Volumes (Growth Only)	0	66	671	18	0	6	273	62	0	26	67	23	0	79	28	34
Bridgeton Court Townhomes Entering Distribution				5%		20%								15%	15%	
Bridgeton Court Townhomes Exiting Distribution								(15%)		(5%)	(15%)	(20%)				
Bridgeton Court Townhomes Trips	0	0	0	1	0	3	0	5	0	2	5	6	0	2	2	0
Park at Beasley Entering Distribution							85%			5%						5%
Park at Beasley Exiting Distribution		(5%)	(85%)	(5%)												
Park at Beasley Trips	0	3	43	3	0	0	14	0	0	1	0	0	0	0	0	1
Dickson Flats Entering Distribution							85%			5%						5%
Dickson Flats Exiting Distribution		(5%)	(85%)	(5%)												
Dickson Flats Trips	0	3	54	3	0	0	17	0	0	1	0	0	0	0	0	1
Riverbend Entering Distribution							70%									
Riverbend Exiting Distribution			(70%)													
Riverbend Trips	0	0	37	0	0	0	12	0	0	0	0	0	0	0	0	0
Saw Mill Entering Distribution				5%		25%									5%	
Saw Mill Exiting Distribution		(5%)	(5%)	(25%)												
Saw Mill Trips	0	2	2	9	0	3	0	0	0	0	0	0	0	0	1	0
Piney Fork Entering Distribution				5%		20%									5%	
Piney Fork Exiting Distribution		(5%)	(5%)	(20%)												
Piney Fork Trips	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Tennsco Entering Distribution		5%					60%				5%					
Tennsco Exiting Distribution														(60%)	(5%)	(5%)
Tennsco Trips	0	0	0	0	0	0	0	3	0	0	0	0	0	9	1	1
No-Build 2028 AM Volumes	0	74	807	35	0	12	316	70	0	30	72	29	0	90	32	37
Project Traffic																
Trip Distribution IN				5%		20%									5%	
Trip Distribution OUT										(5%)	(5%)	(20%)				
Project Trips	0	0	0	1	0	5	0	0	0	4	4	14	0	0	1	0
Build 2028 AM Volumes	0	74	807	36	0	17	316	70	0	34	76	43	0	90	33	37

Pennock Place Traffic Impact Study

Note: Existing heavy vehicles traveling in/out of the south leg of Cowan Road are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for in/out movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

INTERSECTION VOLUME WORKSHEET

INTERSECTION 1

Beasley Dr at Cowan Rd

PM PEAK HOUR

	Beasley Dr <u>Eastbound</u>				Beasley Dr <u>Westbound</u>				Cowan Rd <u>Northbound</u>				Cowan Rd <u>Southbound</u>			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 PM Volumes	0	40	424	22	0	25	618	99	0	80	46	36	0	102	50	69
Existing Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Conflicting Pedestrians		0		0		0		0		0		0		0		0
Heavy Vehicles	0	1	20	1	0	0	9	5	0	1	1		0	2	1	2
Heavy Vehicle %	2	3	5	5	2	2	2	5	2	2	2	3	2	2	2	3
Background Traffic																
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips	0	1	13	1	0	1	19	3	0	2	1	1	0	3	2	2
No-Build 2028 PM Volumes (Growth Only)	0	41	437	23	0	26	637	102	0	82	47	37	0	105	52	71
Bridgeton Court Townhomes Entering Distribution				5%		20%								15%	15%	
Bridgeton Court Townhomes Exiting Distribution							(15%)			(5%)	(15%)	(20%)				
Bridgeton Court Townhomes Trips	0	0	0	2	0	6	0	4	0	1	4	5	0	5	5	0
Park at Beasley Entering Distribution							85%			5%						5%
Park at Beasley Exiting Distribution		(5%)	(85%)	(5%)												
Park at Beasley Trips	0	2	26	2	0	0	44	0	0	3	0	0	0	0	0	3
Dickson Flats Entering Distribution							85%			5%						5%
Dickson Flats Exiting Distribution		(5%)	(85%)	(5%)												
Dickson Flats Trips	0	2	33	2	0	0	57	0	0	3	0	0	0	0	0	3
Riverbend Entering Distribution							70%									
Riverbend Exiting Distribution			(70%)													
Riverbend Trips	0	0	25	0	0	0	42	0	0	0	0	0	0	0	0	0
Saw Mill Entering Distribution				5%		25%									5%	
Saw Mill Exiting Distribution		(5%)	(5%)	(25%)												
Saw Mill Trips	0	1	1	7	0	8	0	0	0	0	0	0	0	0	2	0
Piney Fork Entering Distribution				5%		20%									5%	
Piney Fork Exiting Distribution		(5%)	(5%)	(20%)												
Piney Fork Trips	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0
Tennsco Entering Distribution		5%						60%			5%					
Tennsco Exiting Distribution													(60%)	(5%)	(5%)	
Tennsco Trips	0	1	0	0	0	0	0	10	0	0	1	0	0	5	0	0
No-Build 2028 PM Volumes	0	47	522	37	0	41	780	116	0	89	52	42	0	115	59	77
Project Traffic																
Trip Distribution IN				5%		20%									5%	
Trip Distribution OUT										(5%)	(5%)	(20%)				
Project Trips	0	0	0	4	0	15	0	0	0	2	2	9	0	0	4	0
Build 2028 PM Volumes	0	47	522	41	0	56	780	116	0	91	54	51	0	115	63	77

Pennoch Place Traffic Impact Study

Note: Existing heavy vehicles traveling in/out of the south leg of Cowan Road are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for in/out movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

INTERSECTION VOLUME WORKSHEET

INTERSECTION 2

Bar-B-Q Rd/Driveway at TN-46

AM PEAK HOUR

	Bar-B-Q Rd <u>Eastbound</u>				Driveway <u>Westbound</u>				TN-46 <u>Northbound</u>				TN-46 <u>Southbound</u>			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 AM Volumes	0	9	0	29	0	0	0	0	0	34	1121	0	0	1	1357	11
Existing Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Conflicting Pedestrians		0		0		0		0		0		0		0		0
Heavy Vehicles	0	1	0	1	0	0	0	0	0	0	82	0	0	0	63	1
Heavy Vehicle %	2	11	2	3	2	2	2	2	2	2	7	2	2	2	5	9
Background Traffic																
Annual Growth Rate (Build-Out)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor (Build-Out)	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips (Build-Out)	0	0	0	1	0	0	0	0	0	1	34	0	0	0	41	0
No-Build 2028 AM Volumes (Growth Only)	0	9	0	30	0	0	0	0	0	35	1155	0	0	1	1398	11
Bridgeton Court Townhomes Entering Distribution											20%					
Bridgeton Court Townhomes Exiting Distribution															(20%)	
Bridgeton Court Townhomes Trips	0	0	0	0	0	0	0	0	0	0	3	0	0	0	7	0
Park at Beasley Entering Distribution											50%					
Park at Beasley Exiting Distribution															(50%)	
Park at Beasley Trips	0	0	0	0	0	0	0	0	0	0	8	0	0	0	26	0
Dickson Flats Entering Distribution											50%					
Dickson Flats Exiting Distribution															(50%)	
Dickson Flats Trips	0	0	0	0	0	0	0	0	0	0	10	0	0	0	32	0
Riverbend Entering Distribution											50%					
Riverbend Exiting Distribution															(50%)	
Riverbend Trips	0	0	0	0	0	0	0	0	0	0	9	0	0	0	27	0
Saw Mill Entering Distribution											50%					10%
Saw Mill Exiting Distribution		(10%)		(50%)												
Saw Mill Trips	0	3	0	15	0	0	0	0	0	5	0	0	0	0	0	1
Piney Fork Entering Distribution											50%					15%
Piney Fork Exiting Distribution		(15%)		(50%)												
Piney Fork Trips	0	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0
Tennsco Entering Distribution											50%					
Tennsco Exiting Distribution															(50%)	
Tennsco Trips	0	0	0	0	0	0	0	0	0	0	3	0	0	0	8	0
No-Build 2028 AM Volumes	0	12	0	47	0	0	0	0	0	41	1188	0	0	1	1498	12
Project Traffic																
Trip Distribution IN											50%					15%
Trip Distribution OUT		(15%)		(50%)												
Project Trips	0	11	0	36	0	0	0	0	0	12	0	0	0	0	0	3
Build 2028 AM Volumes	0	23	0	83	0	0	0	0	0	53	1188	0	0	1	1498	15

Pennock Place Traffic Impact Study

Note: Existing heavy vehicles traveling in/out of Bar-B-Que Road are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for in/out movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

INTERSECTION VOLUME WORKSHEET

INTERSECTION 2

Bar-B-Q Rd/Driveway at TN-46

PM PEAK HOUR

	Bar-B-Q Rd <u>Eastbound</u>				Driveway <u>Westbound</u>				TN-46 <u>Northbound</u>				TN-46 <u>Southbound</u>			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 PM Volumes	0	16	0	14	0	1	0	0	0	75	1574	1	0	0	1227	28
Existing Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Conflicting Pedestrians		0		0		0		0		1		0		0		1
Heavy Vehicles	0	1	0	0	0	0	0	0	0	0	32	0	0	0	33	0
Heavy Vehicle %	2	6	2	2	2	2	2	2	2	2	2	2	2	2	3	2
Background Traffic																
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips	0	0	0	0	0	0	0	0	0	2	47	0	0	0	37	1
No-Build 2028 PM Volumes (Growth Only)	0	16	0	14	0	1	0	0	0	77	1621	1	0	0	1264	29
Bridgeton Court Townhomes Entering Distribution											20%					
Bridgeton Court Townhomes Exiting Distribution															(20%)	
Bridgeton Court Townhomes Trips	0	0	0	0	0	0	0	0	0	0	7	0	0	0	5	0
Park at Beasley Entering Distribution											50%					
Park at Beasley Exiting Distribution															(50%)	
Park at Beasley Trips	0	0	0	0	0	0	0	0	0	0	26	0	0	0	15	0
Dickson Flats Entering Distribution											50%					
Dickson Flats Exiting Distribution															(50%)	
Dickson Flats Trips	0	0	0	0	0	0	0	0	0	0	34	0	0	0	20	0
Riverbend Entering Distribution											50%					
Riverbend Exiting Distribution															(50%)	
Riverbend Trips	0	0	0	0	0	0	0	0	0	0	30	0	0	0	18	0
Saw Mill Entering Distribution										50%						10%
Saw Mill Exiting Distribution		(10%)		(50%)												
Saw Mill Trips	0	2	0	10	0	0	0	0	0	17	0	0	0	0	0	3
Piney Fork Entering Distribution										50%						15%
Piney Fork Exiting Distribution		(15%)		(50%)												
Piney Fork Trips	0	0	0	2	0	0	0	0	0	2	0	0	0	0	0	1
Tennsco Entering Distribution											50%					
Tennsco Exiting Distribution															(50%)	
Tennsco Trips	0	0	0	0	0	0	0	0	0	0	8	0	0	0	5	0
No-Build 2028 PM Volumes	0	18	0	26	0	1	0	0	0	96	1726	1	0	0	1327	33
Project Traffic																
Trip Distribution IN										50%						15%
Trip Distribution OUT		(15%)		(50%)												
Project Trips	0	7	0	22	0	0	0	0	0	38	0	0	0	0	0	11
Build 2028 PM Volumes	0	25	0	48	0	1	0	0	0	134	1726	1	0	0	1327	44

Pennoch Place Traffic Impact Study

Note: Existing heavy vehicles travelling in/out of Bar-B-Que Road are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for in/out movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

INTERSECTION VOLUME WORKSHEET

INTERSECTION 3

Bar-B-Q Rd/Bar-B-Q Road at Cowan Rd

AM PEAK HOUR

	Bar-B-Q Rd <u>Eastbound</u>				Bar-B-Q Road <u>Westbound</u>				Cowan Rd <u>Northbound</u>				Cowan Rd <u>Southbound</u>			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 AM Volumes	0	0	0	0	0	5	0	33	0	0	37	4	0	28	12	0
Existing Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Conflicting Pedestrians		0		2		2		0		0		1		1		0
Heavy Vehicles	0	0	0	0	0	0	0	1	0	0	0	0	0	2	0	0
Heavy Vehicle %	2	2	2	2	2	2	2	3	2	2	2	2	2	7	2	2
Background Traffic																
Annual Growth Rate (Build-Out)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor (Build-Out)	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips (Build-Out)	0	0	0	0	0	0	0	1	0	0	1	0	0	1	0	0
No-Build 2028 AM Volumes (Growth Only)	0	0	0	0	0	5	0	34	0	0	38	4	0	29	12	0
Bridgeton Court Townhomes Entering Distribution																
Bridgeton Court Townhomes Exiting Distribution																
Bridgeton Court Townhomes Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park at Beasley Entering Distribution												5%				
Park at Beasley Exiting Distribution															(5%)	
Park at Beasley Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0
Dickson Flats Entering Distribution												5%				
Dickson Flats Exiting Distribution															(5%)	
Dickson Flats Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0
Riverbend Entering Distribution																
Riverbend Exiting Distribution																
Riverbend Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Saw Mill Entering Distribution								60%				5%				
Saw Mill Exiting Distribution														(60%)	(5%)	
Saw Mill Trips	0	0	0	0	0	0	0	6	0	0	1	0	0	18	2	0
Piney Fork Entering Distribution								20%				5%			10%	
Piney Fork Exiting Distribution							(5%)	(10%)						(20%)		
Piney Fork Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
Tennsco Entering Distribution												5%				
Tennsco Exiting Distribution														(5%)		
Tennsco Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
No-Build 2028 AM Volumes	0	0	0	0	0	5	0	40	0	0	41	4	0	49	20	0
Project Traffic																
Trip Distribution IN								65%				5%				
Trip Distribution OUT														(65%)	(5%)	
Project Trips	0	0	0	0	0	0	0	15	0	0	1	0	0	46	4	0
Build 2028 AM Volumes	0	0	0	0	0	5	0	55	0	0	42	4	0	95	24	0

Pennock Place Traffic Impact Study

Note: Existing heavy vehicles are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for all movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

INTERSECTION VOLUME WORKSHEET

INTERSECTION 3

Bar-B-Q Rd/Bar-B-Q Road at Cowan Rd

PM PEAK HOUR

	Bar-B-Q Rd <u>Eastbound</u>				Bar-B-Q Road <u>Westbound</u>				Cowan Rd <u>Northbound</u>				Cowan Rd <u>Southbound</u>			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 PM Volumes	0	0	0	0	1	9	0	94	0	0	29	4	0	14	30	0
Existing Peak Hour Factor	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Conflicting Pedestrians		0		0		0		0		0		0		0		0
Heavy Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicle %	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Background Traffic																
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips	0	0	0	0	0	0	0	3	0	0	1	0	0	0	1	0
No-Build 2028 PM Volumes (Growth Only)	0	0	0	0	1	9	0	97	0	0	30	4	0	14	31	0
Bridgeton Court Townhomes Entering Distribution																
Bridgeton Court Townhomes Exiting Distribution																
Bridgeton Court Townhomes Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park at Beasley Entering Distribution											5%					
Park at Beasley Exiting Distribution															(5%)	
Park at Beasley Trips	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0
Dickson Flats Entering Distribution											5%					
Dickson Flats Exiting Distribution															(5%)	
Dickson Flats Trips	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0
Riverbend Entering Distribution																
Riverbend Exiting Distribution																
Riverbend Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Saw Mill Entering Distribution								60%			5%					
Saw Mill Exiting Distribution														(60%)	(5%)	
Saw Mill Trips	0	0	0	0	0	0	0	20	0	0	2	0	0	11	1	0
Piney Fork Entering Distribution								20%				5%			10%	
Piney Fork Exiting Distribution							(5%)	(10%)							(20%)	
Piney Fork Trips	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0
Tennsco Entering Distribution											5%					
Tennsco Exiting Distribution															(5%)	
Tennsco Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
No-Build 2028 PM Volumes	0	0	0	0	1	9	0	118	0	0	39	4	0	26	36	0
Project Traffic																
Trip Distribution IN								65%			5%					
Trip Distribution OUT														(65%)	(5%)	
Project Trips	0	0	0	0	0	0	0	49	0	0	4	0	0	29	2	0
Build 2028 PM Volumes	0	0	0	0	1	9	0	167	0	0	43	4	0	55	38	0

Pennock Place Traffic Impact Study

Note: Existing heavy vehicles are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for all movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

INTERSECTION VOLUME WORKSHEET

INTERSECTION 4

Site Access at Cowan Road/Cowan Road

AM PEAK HOUR

	<u>Eastbound</u>				<u>Site Access Westbound</u>				<u>Cowan Road Northbound</u>				<u>Cowan Road Southbound</u>			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 AM Volumes	0	0	0	0	0	0	0	0	0	0	70	0	0	0	40	0
Existing Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Conflicting Pedestrians		0		0		0		0		0		0		0		0
Heavy Vehicles	0	0	0	0	0	0	0	0	0	0	1	0	0	0	2	0
Heavy Vehicle %	2	2	2	2	2	2	2	2	2	2	2	2	2	2	5	2
Background Traffic																
Annual Growth Rate (Build-Out)	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor (Build-Out)	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips (Build-Out)	0	0	0	0	0	0	0	0	0	0	2	0	0	0	1	0
No-Build 2028 AM Volumes (Growth Only)	0	0	0	0	0	0	0	0	0	0	72	0	0	0	41	0
Bridgeton Court Townhomes Entering Distribution																
Bridgeton Court Townhomes Exiting Distribution																
Bridgeton Court Townhomes Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park at Beasley Entering Distribution											5%					
Park at Beasley Exiting Distribution															(5%)	
Park at Beasley Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0
Dickson Flats Entering Distribution											5%					
Dickson Flats Exiting Distribution															(5%)	
Dickson Flats Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0
Riverbend Entering Distribution																
Riverbend Exiting Distribution																
Riverbend Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Saw Mill Entering Distribution																
Saw Mill Exiting Distribution																
Saw Mill Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Piney Fork Entering Distribution															30%	
Piney Fork Exiting Distribution											(30%)					
Piney Fork Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Tennsco Entering Distribution											5%					
Tennsco Exiting Distribution															(5%)	
Tennsco Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
No-Build 2028 AM Volumes	0	0	0	0	0	0	0	0	0	0	75	0	0	0	48	0
Project Traffic																
Trip Distribution IN												70%		30%		
Trip Distribution OUT						(70%)		(30%)								
Project Trips	0	0	0	0	0	50	0	21	0	0	0	16	0	7	0	0
Build 2028 AM Volumes	0	0	0	0	0	50	0	21	0	0	75	16	0	7	48	0

Pennock Place Traffic Impact Study

Note: Existing heavy vehicles are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for all movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

INTERSECTION VOLUME WORKSHEET

INTERSECTION 4

Site Access at Cowan Road/Cowan Road

PM PEAK HOUR

	0 Eastbound				Site Access Westbound				Cowan Road Northbound				Cowan Road Southbound			
	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right	U-Turn	Left	Through	Right
Existing Traffic																
Existing 2025 PM Volumes	0	0	0	0	0	0	0	0	0	0	123	0	0	0	44	0
Existing Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
Conflicting Pedestrians		0		0		0		0		0		0		0		0
Heavy Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Heavy Vehicle %	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Background Traffic																
Annual Growth Rate	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth Factor	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03	1.03
Growth Trips	0	0	0	0	0	0	0	0	0	0	4	0	0	0	1	0
No-Build 2028 PM Volumes (Growth Only)	0	0	0	0	0	0	0	0	0	0	127	0	0	0	45	0
Bridgeton Court Townhomes Entering Distribution																
Bridgeton Court Townhomes Exiting Distribution																
Bridgeton Court Townhomes Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Park at Beasley Entering Distribution											5%					
Park at Beasley Exiting Distribution															(5%)	
Park at Beasley Trips	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0
Dickson Flats Entering Distribution											5%					
Dickson Flats Exiting Distribution															(5%)	
Dickson Flats Trips	0	0	0	0	0	0	0	0	0	0	3	0	0	0	2	0
Riverbend Entering Distribution																
Riverbend Exiting Distribution																
Riverbend Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Saw Mill Entering Distribution																
Saw Mill Exiting Distribution																
Saw Mill Trips	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Piney Fork Entering Distribution															30%	
Piney Fork Exiting Distribution											(30%)					
Piney Fork Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0
Tennsco Entering Distribution											5%					
Tennsco Exiting Distribution															(5%)	
Tennsco Trips	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
No-Build 2028 PM Volumes	0	0	0	0	0	0	0	0	0	0	135	0	0	0	50	0
Project Traffic																
Trip Distribution IN													70%		30%	
Trip Distribution OUT						(70%)		(30%)								
Project Trips	0	0	0	0	0	31	0	13	0	0	0	53	0	23	0	0
Build 2028 PM Volumes	0	0	0	0	0	31	0	13	0	0	135	53	0	23	50	0

Pennoch Place Traffic Impact Study

Note: Existing heavy vehicles are assumed to be due to construction. Heavy vehicle percentage is assumed to be 2% for all movements once heavy vehicles are no longer needed post construction, under No-Build and Build conditions.

Capacity Reports

Queues

Cowan Road Residential

1: Cowan Road & Beasley Drive

Existing 2025 AM























Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	68	711	6	282	64	27	92	82	64
v/c Ratio	0.10	0.34	0.01	0.16	0.07	0.08	0.37	0.24	0.16
Control Delay (s/veh)	8.4	10.9	8.3	13.8	0.5	16.2	27.0	17.6	14.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.4	10.9	8.3	13.8	0.5	16.2	27.0	17.6	14.5
Queue Length 50th (ft)	11	74	1	38	0	7	25	21	7
Queue Length 95th (ft)	33	181	6	76	3	25	74	57	44
Internal Link Dist (ft)		790		3048			713		1057
Turn Bay Length (ft)	100		100		115	135		70	
Base Capacity (vph)	727	2070	590	1983	922	450	580	395	541
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.09	0.34	0.01	0.14	0.07	0.06	0.16	0.21	0.12

Intersection Summary

HCM 7th Signalized Intersection Summary

1: Cowan Road & Beasley Drive

Cowan Road Residential
Existing 2025 AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	64	651	17	6	265	60	25	65	22	77	27	33
Future Volume (veh/h)	64	651	17	6	265	60	25	65	22	77	27	33
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1856	1811	1870	1781	1752	1870	1856	1870	1767	1841	1722
Adj Flow Rate, veh/h	68	693	18	6	282	64	27	69	23	82	29	35
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	3	6	2	8	10	2	3	2	9	4	12
Cap, veh/h	681	1885	49	449	1651	724	288	114	38	272	89	108
Arrive On Green	0.06	0.54	0.54	0.01	0.49	0.49	0.03	0.09	0.09	0.06	0.12	0.12
Sat Flow, veh/h	1781	3511	91	1781	3385	1485	1781	1332	444	1682	759	916
Grp Volume(v), veh/h	68	348	363	6	282	64	27	0	92	82	0	64
Grp Sat Flow(s),veh/h/ln	1781	1763	1839	1781	1692	1485	1781	0	1776	1682	0	1676
Q Serve(g_s), s	1.0	6.7	6.7	0.1	2.7	1.4	0.8	0.0	2.9	2.6	0.0	2.1
Cycle Q Clear(g_c), s	1.0	6.7	6.7	0.1	2.7	1.4	0.8	0.0	2.9	2.6	0.0	2.1
Prop In Lane	1.00		0.05	1.00		1.00	1.00		0.25	1.00		0.55
Lane Grp Cap(c), veh/h	681	947	988	449	1651	724	288	0	152	272	0	197
V/C Ratio(X)	0.10	0.37	0.37	0.01	0.17	0.09	0.09	0.00	0.61	0.30	0.00	0.32
Avail Cap(c_a), veh/h	898	947	988	754	1818	797	552	0	590	467	0	557
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.2	7.8	7.8	7.6	8.4	8.0	23.3	0.0	25.9	22.4	0.0	23.7
Incr Delay (d2), s/veh	0.1	1.1	1.1	0.0	0.0	0.1	0.1	0.0	3.9	0.6	0.0	0.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	2.3	2.4	0.0	0.8	0.4	0.3	0.0	1.4	1.0	0.0	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	6.3	8.9	8.9	7.6	8.4	8.1	23.4	0.0	29.8	23.1	0.0	24.7
LnGrp LOS	A	A	A	A	A	A	C		C	C		C
Approach Vol, veh/h	779			352			119			146		
Approach Delay, s/veh	8.7			8.4			28.3			23.8		
Approach LOS	A			A			C			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	5.0	36.0	8.2	9.5	7.8	33.1	6.3	11.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	31.5	10.5	19.5	10.5	31.5	10.5	19.5				
Max Q Clear Time (g_c+I1), s	2.1	8.7	4.6	4.9	3.0	4.7	2.8	4.1				
Green Ext Time (p_c), s	0.0	4.6	0.1	0.3	0.1	2.1	0.0	0.2				
Intersection Summary												
HCM 7th Control Delay, s/veh	11.9											
HCM 7th LOS	B											

Intersection												
Int Delay, s/veh	0.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↙	↕		↙	↕	
Traffic Vol, veh/h	9	0	29	0	0	0	34	1121	0	1	1357	11
Future Vol, veh/h	9	0	29	0	0	0	34	1121	0	1	1357	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	11	2	3	2	2	2	2	7	2	2	5	9
Mvmt Flow	9	0	30	0	0	0	35	1168	0	1	1414	11

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2076	2660	713	1947	2666	584	1425	0	0	1168	0	0
Stage 1	1421	1421	-	1239	1239	-	-	-	-	-	-	-
Stage 2	655	1239	-	709	1427	-	-	-	-	-	-	-
Critical Hdwy	7.72	6.54	6.96	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.72	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.72	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.61	4.02	3.33	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	28	22	372	39	22	455	473	-	-	594	-	-
Stage 1	132	201	-	186	246	-	-	-	-	-	-	-
Stage 2	401	246	-	391	199	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	26	21	372	33	20	455	473	-	-	594	-	-
Mov Cap-2 Maneuver	97	106	-	116	96	-	-	-	-	-	-	-
Stage 1	132	200	-	172	227	-	-	-	-	-	-	-
Stage 2	371	227	-	359	199	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v17.07		0	0.39	0.01
HCM LOS	C	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	473	-	-	338	-	594	-
HCM Lane V/C Ratio	0.075	-	-	0.117	-	0.002	-
HCM Control Delay (s/veh)	13.2	-	-	17.1	0	11.1	-
HCM Lane LOS	B	-	-	C	A	B	-
HCM 95th %tile Q(veh)	0.2	-	-	0.4	-	0	-

HCM 7th TWSC
3: Cowan Road & Bar-B-Q Road

Cowan Road Residential
Existing 2025 AM

Intersection						
Int Delay, s/veh	4.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	5	33	37	4	28	12
Future Vol, veh/h	5	33	37	4	28	12
Conflicting Peds, #/hr	2	0	0	1	1	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	3	2	2	7	2
Mvmt Flow	6	37	41	4	31	13

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	122	44	0
Stage 1	44	-	-
Stage 2	78	-	-
Critical Hdwy	6.42	6.23	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.327	-
Pot Cap-1 Maneuver	873	1023	-
Stage 1	978	-	-
Stage 2	945	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	853	1022	-
Mov Cap-2 Maneuver	853	-	-
Stage 1	977	-	-
Stage 2	924	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	8.77	0	5.18
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	996	1260
HCM Lane V/C Ratio	-	-	0.042	0.02
HCM Control Delay (s/veh)	-	-	8.8	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.1

Queues

Cowan Road Residential

1: Cowan Road & Beasley Drive

Existing 2025 PM























Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	41	460	26	637	102	82	84	105	123
v/c Ratio	0.07	0.23	0.04	0.30	0.10	0.23	0.33	0.28	0.43
Control Delay (s/veh)	8.0	11.4	7.9	12.3	2.4	19.6	22.4	20.1	20.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.0	11.4	7.9	12.3	2.4	19.6	22.4	20.1	20.3
Queue Length 50th (ft)	7	43	4	64	0	21	16	28	18
Queue Length 95th (ft)	23	115	16	166	20	59	60	72	72
Internal Link Dist (ft)		2895		3048			713		1057
Turn Bay Length (ft)	100		100		115	135		70	
Base Capacity (vph)	612	1992	705	2063	949	442	576	446	585
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.07	0.23	0.04	0.31	0.11	0.19	0.15	0.24	0.21

Intersection Summary

HCM 7th Signalized Intersection Summary

1: Cowan Road & Beasley Drive

Cowan Road Residential
Existing 2025 PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	40	424	22	25	618	99	80	46	36	102	50	69
Future Volume (veh/h)	40	424	22	25	618	99	80	46	36	102	50	69
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1856	1826	1826	1870	1870	1826	1870	1870	1856	1870	1870	1856
Adj Flow Rate, veh/h	41	437	23	26	637	102	82	47	37	105	52	71
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	3	5	5	2	2	5	2	2	3	2	2	3
Cap, veh/h	469	1730	91	579	1793	781	271	94	74	310	78	106
Arrive On Green	0.04	0.52	0.52	0.03	0.50	0.50	0.06	0.10	0.10	0.07	0.11	0.11
Sat Flow, veh/h	1767	3353	176	1781	3554	1547	1781	970	763	1781	716	978
Grp Volume(v), veh/h	41	226	234	26	637	102	82	0	84	105	0	123
Grp Sat Flow(s),veh/h/ln	1767	1735	1794	1781	1777	1547	1781	0	1733	1781	0	1694
Q Serve(g_s), s	0.7	4.6	4.6	0.4	6.8	2.2	2.6	0.0	2.9	3.3	0.0	4.4
Cycle Q Clear(g_c), s	0.7	4.6	4.6	0.4	6.8	2.2	2.6	0.0	2.9	3.3	0.0	4.4
Prop In Lane	1.00		0.10	1.00		1.00	1.00		0.44	1.00		0.58
Lane Grp Cap(c), veh/h	469	895	926	579	1793	781	271	0	169	310	0	184
V/C Ratio(X)	0.09	0.25	0.25	0.04	0.36	0.13	0.30	0.00	0.50	0.34	0.00	0.67
Avail Cap(c_a), veh/h	692	895	926	825	1834	799	460	0	509	479	0	498
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	7.1	8.5	8.5	7.1	9.4	8.3	23.5	0.0	27.0	23.2	0.0	27.0
Incr Delay (d2), s/veh	0.1	0.7	0.7	0.0	0.1	0.1	0.6	0.0	2.3	0.6	0.0	4.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	1.6	1.7	0.1	2.3	0.7	1.1	0.0	1.3	1.4	0.0	1.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	7.1	9.1	9.1	7.1	9.5	8.4	24.1	0.0	29.2	23.8	0.0	31.1
LnGrp LOS	A	A	A	A	A	A	C		C	C		C
Approach Vol, veh/h	501			765			166			228		
Approach Delay, s/veh	9.0			9.3			26.7			27.8		
Approach LOS	A			A			C			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.3	37.0	9.0	10.6	7.1	36.3	8.3	11.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	32.5	10.5	18.5	10.5	32.5	10.5	18.5				
Max Q Clear Time (g_c+I1), s	2.4	6.6	5.3	4.9	2.7	8.8	4.6	6.4				
Green Ext Time (p_c), s	0.0	2.8	0.1	0.3	0.0	4.9	0.1	0.5				
Intersection Summary												
HCM 7th Control Delay, s/veh	13.5											
HCM 7th LOS	B											

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↕		↗	↕	
Traffic Vol, veh/h	16	0	14	1	0	0	75	1574	1	0	1227	28
Future Vol, veh/h	16	0	14	1	0	0	75	1574	1	0	1227	28
Conflicting Peds, #/hr	0	0	0	0	0	0	1	0	0	0	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	6	2	2	2	2	2	2	2	2	2	3	2
Mvmt Flow	17	0	15	1	0	0	78	1640	1	0	1278	29

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2270	3091	655	2435	3105	820	1308	0	0	1641	0	0
Stage 1	1294	1294	-	1796	1796	-	-	-	-	-	-	-
Stage 2	976	1797	-	639	1308	-	-	-	-	-	-	-
Critical Hdwy	7.62	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.62	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.62	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.56	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	21	12	409	16	11	318	525	-	-	391	-	-
Stage 1	166	231	-	83	131	-	-	-	-	-	-	-
Stage 2	262	131	-	431	228	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	18	10	408	13	10	318	524	-	-	391	-	-
Mov Cap-2 Maneuver	95	72	-	57	62	-	-	-	-	-	-	-
Stage 1	166	231	-	71	111	-	-	-	-	-	-	-
Stage 2	223	111	-	415	227	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v29.76		69.71	0.59	0
HCM LOS	D	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	524	-	-	176	57	391	-
HCM Lane V/C Ratio	0.149	-	-	0.177	0.018	-	-
HCM Control Delay (s/veh)	13.1	-	-	29.8	69.7	0	-
HCM Lane LOS	B	-	-	D	F	A	-
HCM 95th %tile Q(veh)	0.5	-	-	0.6	0.1	0	-

HCM 7th TWSC
3: Cowan Road & Bar-B-Q Road

Cowan Road Residential
Existing 2025 PM

Intersection						
Int Delay, s/veh	5.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	10	94	29	4	14	30
Future Vol, veh/h	10	94	29	4	14	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	112	35	5	17	36

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	106	37	0	0	39	0
Stage 1	37	-	-	-	-	-
Stage 2	69	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	892	1035	-	-	1571	-
Stage 1	986	-	-	-	-	-
Stage 2	954	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	882	1035	-	-	1571	-
Mov Cap-2 Maneuver	840	-	-	-	-	-
Stage 1	986	-	-	-	-	-
Stage 2	943	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.05	0	2.33
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	- 1013	573	-
HCM Lane V/C Ratio	-	- 0.122	0.011	-
HCM Control Delay (s/veh)	-	- 9	7.3	0
HCM Lane LOS	-	- A	A	A
HCM 95th %tile Q(veh)	-	- 0.4	0	-

Queues

Cowan Road Residential

1: Cowan Road & Beasley Drive

No_Build 2025 AM



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	79	896	13	336	74	32	108	96	73
v/c Ratio	0.12	0.43	0.03	0.21	0.09	0.09	0.41	0.27	0.18
Control Delay (s/veh)	8.9	12.2	8.8	15.6	1.1	16.2	27.4	17.9	14.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.9	12.2	8.8	15.6	1.1	16.2	27.4	17.9	14.4
Queue Length 50th (ft)	14	103	2	47	0	8	30	24	8
Queue Length 95th (ft)	38	246	11	92	8	29	84	66	48
Internal Link Dist (ft)		2895		3048			713		1057
Turn Bay Length (ft)	100		100		115	135		70	
Base Capacity (vph)	683	2051	521	1965	915	453	580	398	549
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.12	0.44	0.02	0.17	0.08	0.07	0.19	0.24	0.13





















Intersection Summary

HCM 7th Signalized Intersection Summary

1: Cowan Road & Beasley Drive

Cowan Road Residential

No_Build 2025 AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	74	807	35	12	316	70	30	72	29	90	32	37
Future Volume (veh/h)	74	807	35	12	316	70	30	72	29	90	32	37
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1856	1870	1870	1781	1752	1870	1870	1870	1767	1870	1722
Adj Flow Rate, veh/h	79	859	37	13	336	74	32	77	31	96	34	39
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	3	2	2	8	10	2	2	2	9	2	12
Cap, veh/h	637	1797	77	374	1615	708	301	121	49	279	103	118
Arrive On Green	0.06	0.52	0.52	0.02	0.48	0.48	0.03	0.10	0.10	0.07	0.13	0.13
Sat Flow, veh/h	1781	3443	148	1781	3385	1485	1781	1268	510	1682	795	912
Grp Volume(v), veh/h	79	440	456	13	336	74	32	0	108	96	0	73
Grp Sat Flow(s),veh/h/ln	1781	1763	1829	1781	1692	1485	1781	0	1778	1682	0	1706
Q Serve(g_s), s	1.3	9.6	9.6	0.2	3.5	1.7	1.0	0.0	3.5	3.1	0.0	2.3
Cycle Q Clear(g_c), s	1.3	9.6	9.6	0.2	3.5	1.7	1.0	0.0	3.5	3.1	0.0	2.3
Prop In Lane	1.00		0.08	1.00		1.00	1.00		0.29	1.00		0.53
Lane Grp Cap(c), veh/h	637	920	954	374	1615	708	301	0	170	279	0	221
V/C Ratio(X)	0.12	0.48	0.48	0.03	0.21	0.10	0.11	0.00	0.63	0.34	0.00	0.33
Avail Cap(c_a), veh/h	838	920	954	654	1766	775	549	0	574	457	0	551
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	6.8	9.2	9.2	8.2	9.2	8.7	23.3	0.0	26.3	22.5	0.0	23.9
Incr Delay (d2), s/veh	0.1	1.8	1.7	0.0	0.1	0.1	0.2	0.0	3.9	0.7	0.0	0.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	3.5	3.6	0.1	1.1	0.5	0.4	0.0	1.6	1.2	0.0	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	6.9	11.0	10.9	8.2	9.2	8.7	23.4	0.0	30.2	23.2	0.0	24.8
LnGrp LOS	A	B	B	A	A	A	C		C	C		C
Approach Vol, veh/h	975				423				140		169	
Approach Delay, s/veh	10.6				9.1				28.6		23.9	
Approach LOS	B				A				C		C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	5.5	36.0	8.6	10.3	8.2	33.3	6.6	12.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	31.5	10.5	19.5	10.5	31.5	10.5	19.5				
Max Q Clear Time (g_c+I1), s	2.2	11.6	5.1	5.5	3.3	5.5	3.0	4.3				
Green Ext Time (p_c), s	0.0	5.8	0.1	0.4	0.1	2.5	0.0	0.3				
Intersection Summary												
HCM 7th Control Delay, s/veh	13.0											
HCM 7th LOS	B											

Intersection												
Int Delay, s/veh	0.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↖	↕		↖	↕	
Traffic Vol, veh/h	12	0	47	0	0	0	41	1188	0	1	1498	12
Future Vol, veh/h	12	0	47	0	0	0	41	1188	0	1	1498	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	7	2	2	5	2
Mvmt Flow	13	0	49	0	0	0	43	1238	0	1	1560	13

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2273	2892	786	2105	2898	619	1573	0	0	1238	0	0
Stage 1	1569	1569	-	1323	1323	-	-	-	-	-	-	-
Stage 2	704	1323	-	782	1575	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	22	16	335	29	16	432	415	-	-	559	-	-
Stage 1	116	170	-	165	224	-	-	-	-	-	-	-
Stage 2	394	224	-	353	169	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	20	14	335	22	14	432	415	-	-	559	-	-
Mov Cap-2 Maneuver	86	90	-	95	77	-	-	-	-	-	-	-
Stage 1	115	169	-	148	201	-	-	-	-	-	-	-
Stage 2	353	201	-	301	168	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v18.87		0	0.49	0.01
HCM LOS	C	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	415	-	-	321	-	559	-
HCM Lane V/C Ratio	0.103	-	-	0.192	-	0.002	-
HCM Control Delay (s/veh)	14.7	-	-	18.9	0	11.5	-
HCM Lane LOS	B	-	-	C	A	B	-
HCM 95th %tile Q(veh)	0.3	-	-	0.7	-	0	-

Intersection						
Int Delay, s/veh	4.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	5	40	41	4	49	20
Future Vol, veh/h	5	40	41	4	49	20
Conflicting Peds, #/hr	2	0	0	1	1	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	44	46	4	54	22

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	182	49	0
Stage 1	49	-	-
Stage 2	133	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	808	1020	-
Stage 1	974	-	-
Stage 2	893	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	777	1019	-
Mov Cap-2 Maneuver	762	-	-
Stage 1	973	-	-
Stage 2	860	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	8.86	0	5.26
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	982	1278
HCM Lane V/C Ratio	-	-	0.051	0.035
HCM Control Delay (s/veh)	-	-	8.9	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0.1

Queues

Cowan Road Residential

1: Cowan Road & Beasley Drive

No_Build 2025 PM



Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	48	576	42	804	120	92	97	119	140
v/c Ratio	0.11	0.30	0.07	0.40	0.13	0.26	0.37	0.32	0.48
Control Delay (s/veh)	8.6	13.6	8.3	14.9	3.5	20.9	24.2	21.5	24.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.6	13.6	8.3	14.9	3.5	20.9	24.2	21.5	24.2
Queue Length 50th (ft)	8	87	7	134	0	31	25	41	32
Queue Length 95th (ft)	26	152	24	225	29	65	69	81	86
Internal Link Dist (ft)		2895		3048			713		1057
Turn Bay Length (ft)	100		100		115	135		70	
Base Capacity (vph)	536	1914	639	1980	916	425	555	435	561
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.09	0.30	0.07	0.41	0.13	0.22	0.17	0.27	0.25





















Intersection Summary

HCM 7th Signalized Intersection Summary

1: Cowan Road & Beasley Drive

Cowan Road Residential

No_Build 2025 PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	47	522	37	41	780	116	89	52	42	115	59	77
Future Volume (veh/h)	47	522	37	41	780	116	89	52	42	115	59	77
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1856	1826	1870	1870	1870	1826	1870	1870	1856	1870	1870	1856
Adj Flow Rate, veh/h	48	538	38	42	804	120	92	54	43	119	61	79
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	3	5	2	2	2	5	2	2	3	2	2	3
Cap, veh/h	400	1646	116	521	1766	769	271	97	77	315	87	113
Arrive On Green	0.04	0.50	0.50	0.04	0.50	0.50	0.06	0.10	0.10	0.08	0.12	0.12
Sat Flow, veh/h	1767	3287	232	1781	3554	1547	1781	964	768	1781	740	958
Grp Volume(v), veh/h	48	283	293	42	804	120	92	0	97	119	0	140
Grp Sat Flow(s),veh/h/ln	1767	1735	1784	1781	1777	1547	1781	0	1732	1781	0	1698
Q Serve(g_s), s	0.8	6.3	6.4	0.7	9.5	2.7	3.0	0.0	3.5	3.8	0.0	5.1
Cycle Q Clear(g_c), s	0.8	6.3	6.4	0.7	9.5	2.7	3.0	0.0	3.5	3.8	0.0	5.1
Prop In Lane	1.00		0.13	1.00		1.00	1.00		0.44	1.00		0.56
Lane Grp Cap(c), veh/h	400	869	893	521	1766	769	271	0	174	315	0	201
V/C Ratio(X)	0.12	0.33	0.33	0.08	0.46	0.16	0.34	0.00	0.56	0.38	0.00	0.70
Avail Cap(c_a), veh/h	607	869	893	736	1780	775	448	0	494	460	0	484
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	7.8	9.7	9.7	7.4	10.6	8.9	24.1	0.0	27.8	23.4	0.0	27.5
Incr Delay (d2), s/veh	0.1	1.0	1.0	0.1	0.2	0.1	0.7	0.0	2.8	0.7	0.0	4.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	2.3	2.4	0.2	3.3	0.8	1.3	0.0	1.5	1.6	0.0	2.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	7.9	10.7	10.7	7.5	10.8	9.0	24.8	0.0	30.6	24.2	0.0	31.9
LnGrp LOS	A	B	B	A	B	A	C		C	C		C
Approach Vol, veh/h	624			966			189			259		
Approach Delay, s/veh	10.4			10.4			27.8			28.3		
Approach LOS	B			B			C			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	7.2	37.0	9.7	11.0	7.4	36.8	8.6	12.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	32.5	10.5	18.5	10.5	32.5	10.5	18.5				
Max Q Clear Time (g_c+I1), s	2.7	8.4	5.8	5.5	2.8	11.5	5.0	7.1				
Green Ext Time (p_c), s	0.0	3.6	0.1	0.3	0.0	6.2	0.1	0.5				
Intersection Summary												
HCM 7th Control Delay, s/veh	14.3											
HCM 7th LOS	B											

Intersection												
Int Delay, s/veh	0.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↙	↕		↙	↕	
Traffic Vol, veh/h	18	0	26	1	0	0	96	1726	1	0	1327	33
Future Vol, veh/h	18	0	26	1	0	0	96	1726	1	0	1327	33
Conflicting Peds, #/hr	0	0	0	0	0	0	1	0	0	0	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	3	2
Mvmt Flow	19	0	27	1	0	0	100	1798	1	0	1382	34

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2499	3399	709	2690	3416	899	1418	0	0	1799	0	0
Stage 1	1400	1400	-	1998	1998	-	-	-	-	-	-	-
Stage 2	1099	1999	-	691	1418	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 15	7	376	10	7	282	476	-	-	339	-	-
Stage 1	147	205	-	62	103	-	-	-	-	-	-	-
Stage 2	227	103	-	401	201	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 12	6	376	8	6	282	476	-	-	339	-	-
Mov Cap-2 Maneuver	79	55	-	39	44	-	-	-	-	-	-	-
Stage 1	147	205	-	49	82	-	-	-	-	-	-	-
Stage 2	179	82	-	372	201	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v29.95		98.75	0.77	0
HCM LOS	D	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	476	-	-	190 39	339	-	-
HCM Lane V/C Ratio	0.21	-	-	0.242 0.026	-	-	-
HCM Control Delay (s/veh)	14.6	-	-	30 98.8	0	-	-
HCM Lane LOS	B	-	-	D F	A	-	-
HCM 95th %tile Q(veh)	0.8	-	-	0.9 0.1	0	-	-

Notes			
-: Volume exceeds capacity	\$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection						
Int Delay, s/veh	5.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	10	118	39	4	26	36
Future Vol, veh/h	10	118	39	4	26	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	140	46	5	31	43

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	154	49	0	0	51
Stage 1	49	-	-	-	-
Stage 2	105	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	838	1020	-	-	1555
Stage 1	974	-	-	-	-
Stage 2	919	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	821	1020	-	-	1555
Mov Cap-2 Maneuver	797	-	-	-	-
Stage 1	974	-	-	-	-
Stage 2	901	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.26	0	3.09
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	998	755
HCM Lane V/C Ratio	-	-	0.153	0.02
HCM Control Delay (s/veh)	-	-	9.3	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.5	0.1

Queues

Cowan Road Residential

1: Cowan Road & Beasley Drive

Build 2025 AM























Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	79	897	18	336	74	36	127	96	74
v/c Ratio	0.12	0.44	0.04	0.21	0.09	0.10	0.44	0.27	0.17
Control Delay (s/veh)	9.3	12.8	9.2	16.4	1.2	16.0	26.5	17.6	14.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	9.3	12.8	9.2	16.4	1.2	16.0	26.5	17.6	14.4
Queue Length 50th (ft)	14	106	3	48	0	9	34	24	9
Queue Length 95th (ft)	39	252	14	94	8	31	94	66	49
Internal Link Dist (ft)		2895		3048			713		1057
Turn Bay Length (ft)	100		100		115	135		70	
Base Capacity (vph)	679	2033	522	1949	908	477	603	416	575
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.12	0.44	0.03	0.17	0.08	0.08	0.21	0.23	0.13

Intersection Summary

HCM 7th Signalized Intersection Summary

1: Cowan Road & Beasley Drive

Cowan Road Residential
Build 2025 AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	74	807	36	17	316	70	34	76	43	90	33	37
Future Volume (veh/h)	74	807	36	17	316	70	34	76	43	90	33	37
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1856	1870	1870	1781	1752	1870	1870	1870	1767	1870	1722
Adj Flow Rate, veh/h	79	859	38	18	336	74	36	81	46	96	35	39
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Percent Heavy Veh, %	2	3	2	2	8	10	2	2	2	9	2	12
Cap, veh/h	628	1757	78	371	1598	701	315	121	69	277	112	125
Arrive On Green	0.06	0.51	0.51	0.02	0.47	0.47	0.04	0.11	0.11	0.07	0.14	0.14
Sat Flow, veh/h	1781	3439	152	1781	3385	1485	1781	1120	636	1682	808	900
Grp Volume(v), veh/h	79	440	457	18	336	74	36	0	127	96	0	74
Grp Sat Flow(s),veh/h/ln	1781	1763	1828	1781	1692	1485	1781	0	1756	1682	0	1708
Q Serve(g_s), s	1.3	10.0	10.0	0.3	3.6	1.7	1.1	0.0	4.3	3.1	0.0	2.4
Cycle Q Clear(g_c), s	1.3	10.0	10.0	0.3	3.6	1.7	1.1	0.0	4.3	3.1	0.0	2.4
Prop In Lane	1.00		0.08	1.00		1.00	1.00		0.36	1.00		0.53
Lane Grp Cap(c), veh/h	628	900	934	371	1598	701	315	0	190	277	0	237
V/C Ratio(X)	0.13	0.49	0.49	0.05	0.21	0.11	0.11	0.00	0.67	0.35	0.00	0.31
Avail Cap(c_a), veh/h	824	900	934	636	1729	758	552	0	555	449	0	540
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	7.2	9.8	9.8	8.5	9.5	9.0	23.0	0.0	26.4	22.4	0.0	23.9
Incr Delay (d2), s/veh	0.1	1.9	1.8	0.1	0.1	0.1	0.2	0.0	4.0	0.7	0.0	0.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	3.7	3.8	0.1	1.2	0.5	0.5	0.0	1.9	1.2	0.0	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	7.3	11.7	11.7	8.5	9.6	9.1	23.1	0.0	30.4	23.1	0.0	24.7
LnGrp LOS	A	B	B	A	A	A	C		C	C		C
Approach Vol, veh/h	976			428			163			170		
Approach Delay, s/veh	11.3			9.5			28.8			23.8		
Approach LOS	B			A			C			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	5.8	36.0	8.7	11.2	8.2	33.6	6.8	13.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	31.5	10.5	19.5	10.5	31.5	10.5	19.5				
Max Q Clear Time (g_c+I1), s	2.3	12.0	5.1	6.3	3.3	5.6	3.1	4.4				
Green Ext Time (p_c), s	0.0	5.8	0.1	0.5	0.1	2.5	0.0	0.3				
Intersection Summary												
HCM 7th Control Delay, s/veh	13.7											
HCM 7th LOS	B											

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↗	↕		↗	↕	
Traffic Vol, veh/h	23	0	83	0	0	0	53	1188	0	1	1498	15
Future Vol, veh/h	23	0	83	0	0	0	53	1188	0	1	1498	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	7	2	2	5	2
Mvmt Flow	24	0	86	0	0	0	55	1238	0	1	1560	16

Major/Minor	Minor2		Minor1		Major1		Major2		Major2		Major2	
Conflicting Flow All	2299	2918	788	2130	2926	619	1576	0	0	1238	0	0
Stage 1	1570	1570	-	1348	1348	-	-	-	-	-	-	-
Stage 2	729	1348	-	782	1578	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 21	15	334	28	15	432	414	-	-	559	-	-
Stage 1	115	169	-	159	218	-	-	-	-	-	-	-
Stage 2	380	218	-	353	168	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 18	13	334	18	13	432	414	-	-	559	-	-
Mov Cap-2 Maneuver	84	87	-	83	70	-	-	-	-	-	-	-
Stage 1	115	169	-	138	189	-	-	-	-	-	-	-
Stage 2	330	189	-	261	168	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v23.03		0	0.64	0.01
HCM LOS	C	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	414	-	-	309	-	559	-
HCM Lane V/C Ratio	0.133	-	-	0.358	-	0.002	-
HCM Control Delay (s/veh)	15	-	-	23	0	11.5	-
HCM Lane LOS	C	-	-	C	A	B	-
HCM 95th %tile Q(veh)	0.5	-	-	1.6	-	0	-

Notes			
-: Volume exceeds capacity	\$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection						
Int Delay, s/veh	5.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	5	55	42	4	95	24
Future Vol, veh/h	5	55	42	4	95	24
Conflicting Peds, #/hr	2	0	0	1	1	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	61	47	4	106	27

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	290	50	0
Stage 1	50	-	-
Stage 2	240	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	701	1018	-
Stage 1	973	-	-
Stage 2	800	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	651	1017	-
Mov Cap-2 Maneuver	660	-	-
Stage 1	972	-	-
Stage 2	743	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	8.97	0	5.98
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	973	1437
HCM Lane V/C Ratio	-	-	0.068	0.068
HCM Control Delay (s/veh)	-	-	9	7.5
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0.2

Intersection						
Int Delay, s/veh	3.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	50	21	75	16	7	48
Future Vol, veh/h	50	21	75	16	7	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	5
Mvmt Flow	56	23	83	18	8	53

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	161	92	0	0	101
Stage 1	92	-	-	-	-
Stage 2	69	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	830	965	-	-	1491
Stage 1	931	-	-	-	-
Stage 2	954	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	825	965	-	-	1491
Mov Cap-2 Maneuver	805	-	-	-	-
Stage 1	931	-	-	-	-
Stage 2	949	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.69	0	0.95
HCM LOS	A		










Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	847	229
HCM Lane V/C Ratio	-	-	0.093	0.005
HCM Control Delay (s/veh)	-	-	9.7	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0

Queues

Cowan Road Residential

1: Cowan Road & Beasley Drive





















Build 2025 PM

									
Lane Group	EBL	EBT	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	48	580	58	804	120	94	109	119	144
v/c Ratio	0.11	0.30	0.10	0.40	0.13	0.27	0.39	0.31	0.49
Control Delay (s/veh)	8.7	14.0	8.6	15.1	3.5	21.0	23.7	21.5	25.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	8.7	14.0	8.6	15.1	3.5	21.0	23.7	21.5	25.6
Queue Length 50th (ft)	9	90	10	136	0	32	26	41	36
Queue Length 95th (ft)	27	157	31	227	29	67	73	81	93
Internal Link Dist (ft)		2895		3048			713		1057
Turn Bay Length (ft)	100		100		115	135		70	
Base Capacity (vph)	532	1895	631	1972	913	421	552	439	556
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.09	0.31	0.09	0.41	0.13	0.22	0.20	0.27	0.26
Intersection Summary									

HCM 7th Signalized Intersection Summary

1: Cowan Road & Beasley Drive

Cowan Road Residential
Build 2025 PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	47	522	41	56	780	116	91	54	51	115	63	77
Future Volume (veh/h)	47	522	41	56	780	116	91	54	51	115	63	77
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1856	1826	1870	1870	1870	1826	1870	1870	1856	1870	1870	1856
Adj Flow Rate, veh/h	48	538	42	58	804	120	94	56	53	119	65	79
Peak Hour Factor	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %	3	5	2	2	2	5	2	2	3	2	2	3
Cap, veh/h	399	1608	125	525	1772	771	271	92	87	307	92	112
Arrive On Green	0.04	0.49	0.49	0.05	0.50	0.50	0.06	0.10	0.10	0.08	0.12	0.12
Sat Flow, veh/h	1767	3261	254	1781	3554	1547	1781	884	836	1781	768	934
Grp Volume(v), veh/h	48	286	294	58	804	120	94	0	109	119	0	144
Grp Sat Flow(s),veh/h/ln	1767	1735	1780	1781	1777	1547	1781	0	1720	1781	0	1702
Q Serve(g_s), s	0.9	6.6	6.6	1.0	9.7	2.8	3.1	0.0	4.0	3.8	0.0	5.4
Cycle Q Clear(g_c), s	0.9	6.6	6.6	1.0	9.7	2.8	3.1	0.0	4.0	3.8	0.0	5.4
Prop In Lane	1.00		0.14	1.00		1.00	1.00		0.49	1.00		0.55
Lane Grp Cap(c), veh/h	399	856	878	525	1772	771	271	0	178	307	0	204
V/C Ratio(X)	0.12	0.33	0.34	0.11	0.45	0.16	0.35	0.00	0.61	0.39	0.00	0.71
Avail Cap(c_a), veh/h	602	856	878	721	1772	771	441	0	483	449	0	478
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	8.0	10.1	10.1	7.5	10.7	9.0	24.2	0.0	28.3	23.6	0.0	27.9
Incr Delay (d2), s/veh	0.1	1.1	1.0	0.1	0.2	0.1	0.8	0.0	3.4	0.8	0.0	4.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	2.4	2.5	0.3	3.3	0.9	1.3	0.0	1.8	1.6	0.0	2.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	8.1	11.2	11.2	7.6	10.9	9.1	25.0	0.0	31.6	24.4	0.0	32.3
LnGrp LOS	A	B	B	A	B	A	C		C	C		C
Approach Vol, veh/h	628			982			203			263		
Approach Delay, s/veh	10.9			10.5			28.5			28.7		
Approach LOS	B			B			C			C		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	7.8	37.0	9.8	11.3	7.4	37.3	8.7	12.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	32.5	10.5	18.5	10.5	32.5	10.5	18.5				
Max Q Clear Time (g_c+I1), s	3.0	8.6	5.8	6.0	2.9	11.7	5.1	7.4				
Green Ext Time (p_c), s	0.1	3.7	0.1	0.4	0.0	6.2	0.1	0.5				
Intersection Summary												
HCM 7th Control Delay, s/veh	14.7											
HCM 7th LOS	B											

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↖	↗		↖	↗	
Traffic Vol, veh/h	25	0	48	1	0	0	134	1726	1	0	1327	44
Future Vol, veh/h	25	0	48	1	0	0	134	1726	1	0	1327	44
Conflicting Peds, #/hr	0	0	0	0	0	0	1	0	0	0	0	1
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	100	-	-	100	-	-
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	3	2
Mvmt Flow	26	0	50	1	0	0	140	1798	1	0	1382	46

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	2584	3484	715	2769	3507	899	1429	0	0	1799	0	0
Stage 1	1406	1406	-	2078	2078	-	-	-	-	-	-	-
Stage 2	1178	2078	-	691	1429	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	~ 13	6	373	9	6	282	472	-	-	339	-	-
Stage 1	146	204	-	55	94	-	-	-	-	-	-	-
Stage 2	203	94	-	401	199	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	~ 9	4	373	5	4	282	471	-	-	339	-	-
Mov Cap-2 Maneuver	70	47	-	31	30	-	-	-	-	-	-	-
Stage 1	146	204	-	39	66	-	-	-	-	-	-	-
Stage 2	143	66	-	347	199	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v33.99		125.16	1.14	0
HCM LOS	D	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	471	-	-	198 31	339	-	-
HCM Lane V/C Ratio	0.296	-	-	0.383 0.034	-	-	-
HCM Control Delay (s/veh)	15.8	-	-	34 125.2	0	-	-
HCM Lane LOS	C	-	-	D F	A	-	-
HCM 95th %tile Q(veh)	1.2	-	-	1.7 0.1	0	-	-

Notes			
-: Volume exceeds capacity	\$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection						
Int Delay, s/veh	6.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	10	167	43	4	55	38
Future Vol, veh/h	10	167	43	4	55	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	199	51	5	65	45

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	230	54	0	0	56	0
Stage 1	54	-	-	-	-	-
Stage 2	176	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	758	1014	-	-	1549	-
Stage 1	969	-	-	-	-	-
Stage 2	854	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	726	1014	-	-	1549	-
Mov Cap-2 Maneuver	723	-	-	-	-	-
Stage 1	969	-	-	-	-	-
Stage 2	817	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.61	0	4.39
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	991	1065
HCM Lane V/C Ratio	-	-	0.213	0.042
HCM Control Delay (s/veh)	-	-	9.6	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.8	0.1

Intersection						
Int Delay, s/veh	2.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	W		T			A
Traffic Vol, veh/h	31	13	135	53	23	50
Future Vol, veh/h	31	13	135	53	23	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	15	155	61	26	57
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	296	186	0	0	216	0
Stage 1	186	-	-	-	-	-
Stage 2	110	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	695	857	-	-	1354	-
Stage 1	846	-	-	-	-	-
Stage 2	914	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	681	857	-	-	1354	-
Mov Cap-2 Maneuver	707	-	-	-	-	-
Stage 1	846	-	-	-	-	-
Stage 2	896	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s/v10.18		0	2.43			
HCM LOS	B					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	745	567	-	
HCM Lane V/C Ratio	-	-	0.068	0.02	-	
HCM Control Delay (s/veh)	-	-	10.2	7.7	0	
HCM Lane LOS	-	-	B	A	A	
HCM 95th %tile Q(veh)	-	-	0.2	0.1	-	

Turn Lane Warrants

NCHRP Turn Lane Warrants

NCHRP Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.
NCHRP Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

2-Lane Left Turn Assumptions

Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

4-Lane Left Turn Assumptions

Average time for making left-turn, s:	4.0
Critical headway, s:	6.0

#	Movement	Scenario	TOD	Facility Type	Speed	Advancing Volume	Opposing Volume	Left-Turn Volume	% Lefts in Advancing Volume	Right-Turn Volume	Limiting Advancing Volume	Limiting Right-Turn Volume	Warranted
4	NBR	Build 2028	AM	2-lane roadway	35	91				16		100,791	No
4	NBR	Build 2028	PM	2-lane roadway	35	188				53		7,204	No
4	SBL	Build 2028	AM	2-lane roadway	35	55	91	7	13%		496		No
4	SBL	Build 2028	PM	2-lane roadway	35	73	188	23	32%		318		No

Scoping Documentation

Evergreen Cowan Road Scoping Summary

We have a project located north of Bar B Q Road and east of Cowan Road in Dickson, TN. Please see some notes for our assumptions listed below. Supporting documentation is also attached.

Trip Generation

- Existing Uses (To Be Removed)
 - None
- Proposed Uses (To Be Added)
 - Multifamily Housing (Low-Rise) (ITE 220) – 228 Units
- Internal Capture Reductions
 - No reduction proposed
- Pass-By Reductions
 - No reduction proposed
- Alternative Mode Reductions
 - No reduction proposed

Build Out Year

- 2028

Growth Rate

- 1%

Background Developments

- Bridgeton Court Townhomes (Cowan Road Residential) – 104 units single-family attached (TIS provided by City)
- Park at Beasley – 144 units multi-family low rise
- Dickson Flats – 198 units multifamily low rise
- Riverbend – 95 units single-family detached (TIS provided by City)
- Sawmill (Autumn Wood) – 50 units single-family detached
- Piney Fork – 18 units single-family attached
- Tennsco – 23 units single-family detached

Study Intersections

- Cowan Road at Beasley Drive
- Cowan Road at Bar-B-Q Road
- TN-46 at Bar-B-Q Road

Site access:

- One full movement driveway along Cowan Road
- One Secondary Entrance along Cowan Road intended for emergency access

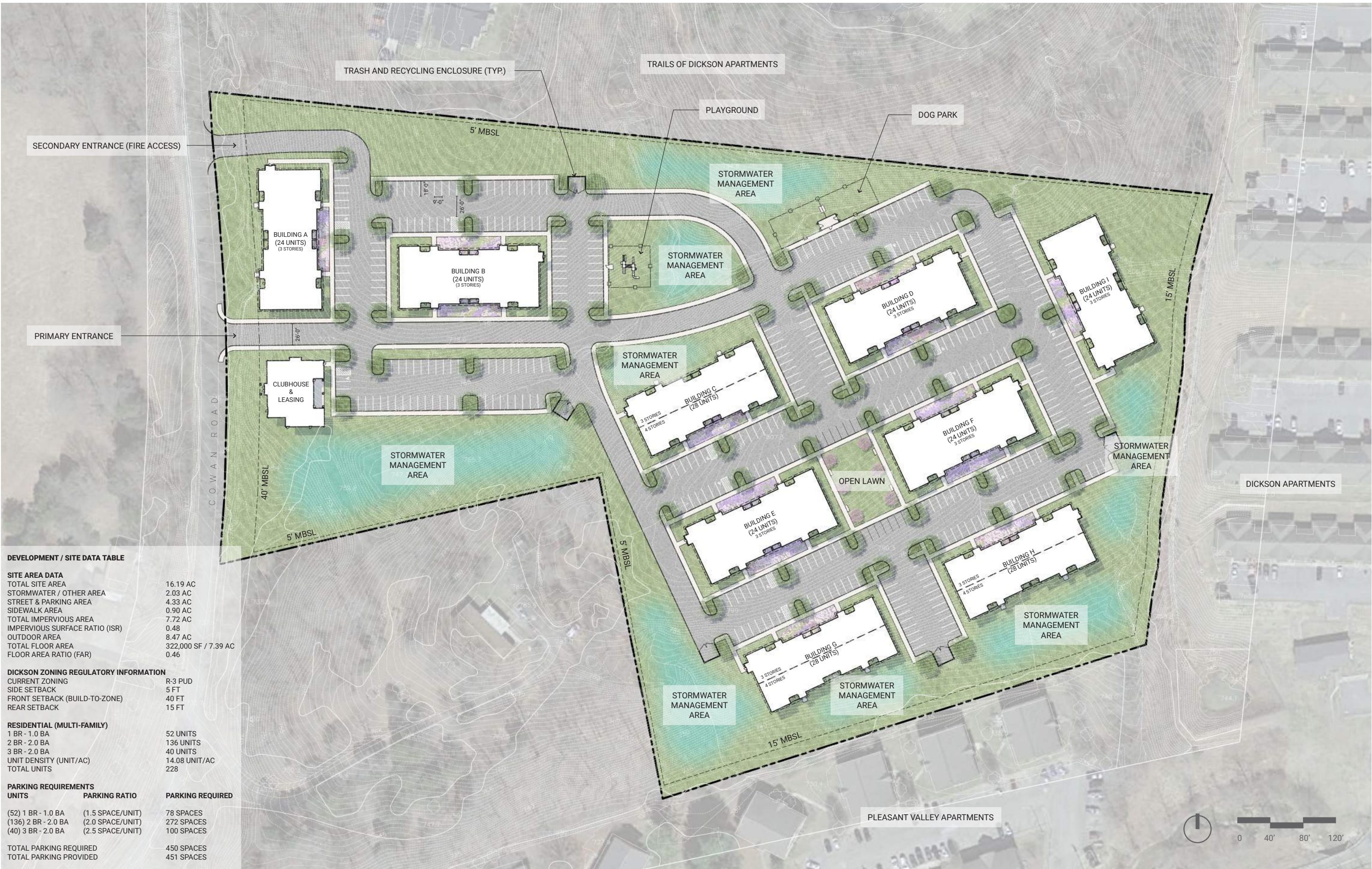
Study Scenarios

- Existing AM
- Existing PM
- No-Build AM
- No-Build PM
- Build AM
- Build PM



Proposed Trip Generation - Evergreen Cowan Road													
ITE Code	Land Use	Setting/Location	Density		Daily			AM Peak Hour			PM Peak Hour		
					Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
220	Multifamily Housing (Low-Rise)	General Urban/Suburban	228	d.u.	1,536	768	768	94	23	71	119	75	44
GROSS PROPOSED TRIPS					1,536	768	768	94	23	71	119	75	44
DRIVEWAY VOLUMES					1,536	768	768	94	23	71	119	75	44
NEW TRIPS					1,536	768	768	94	23	71	119	75	44

Notes:



Background Developments



TABLE 7. DEVELOPMENT TRIP GENERATION

LAND USE	SIZE	DAILY TRAFFIC	GENERATED TRAFFIC			
			AM PEAK		PM PEAK	
			Enter	Exit	Enter	Exit
Single-Family Attached Housing (LUC 215)	104 Units	742	15	33	33	25
NEW TRIPS		742	15	33	33	25
			48		58	

Source: *Trip Generation*, 11th Edition

Proposed Trip Generation - Park at Beasley													
ITE Code	Land Use	Setting/Location	Density	Daily			AM Peak Hour			PM Peak Hour			
				Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	
220	Multifamily Housing (Low-Rise)	General Urban/Suburban	144	d.u.	998	499	499	67	16	51	82	52	30
GROSS PROPOSED TRIPS					998	499	499	67	16	51	82	52	30

Notes:

Proposed Trip Generation - Dickson Flats													
ITE Code	Land Use	Setting/Location	Density	Daily			AM Peak Hour			PM Peak Hour			
				Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	
220	Multifamily Housing (Low-Rise)	General Urban/Suburban	198	d.u.	1,344	672	672	84	20	64	106	67	39
GROSS PROPOSED TRIPS					1,344	672	672	84	20	64	106	67	39

Notes:

5. Projected Conditions

A trip generation process was used to estimate the amount of traffic that is expected to be generated by the proposed Riverbend development. As previously discussed, the proposed development will include 95 single-family lots. Trip generation rates for the residential land use were taken from ITE's *Trip Generation Manual, 11th Edition*. The trip generation calculations were based on the single-family detached housing land use for the general urban/suburban setting. No adjustments were applied to the base trip generation to account for alternate modes, internal capture, or pass-by trips.

Table 1 below presents the new vehicular traffic expected to be generated by the proposed residential development. As shown, the residential development is expected to generate approximately 963 vehicle trips per day, 71 vehicles per hour (vph) during the AM peak hour, and 95 vph during the PM peak hour. Trip generation calculations are included in Appendix F.

Table 1: Trip Generation

Land Use	Size	Average Daily Traffic	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Single-Family Detached Housing LUC 2150	95 du	963	71	18	53	95	60	35

Source: ITE *Trip Generation Manual, 11th Edition*.

A directional distribution was developed based on the existing traffic counts, proposed land uses, and street network. As mentioned previously, vehicular access to the properties will be provided directly from Beasley Drive and East Piney Road. Table 2 presents the roadways, directions, and percent distribution that traffic is expected to be coming from when entering the site.

Table 2: Directional Distribution

Roadway	Entering Direction (From – To the Site)	Distribution %
Beasley Drive	East	70%
Beasley Drive	North	10%
SR 48	East	15%
East Piney Road	South	5%
Total	--	100%

The directional distribution was developed for the turning movements at each of the study intersections and is presented in Figure 6. Using these directional distributions, the traffic generated by the site was assigned to the street network. The traffic assignment is presented in Figure 7. The site traffic was added to the background traffic volumes to obtain the 2028 Future Projected Peak Hour Traffic Volumes, which are presented in Figure 8. These volumes represent the total peak hour traffic expected at the study intersections following completion of the proposed development. The traffic calculation worksheets showing the traffic assignment and volume calculations are included in Appendix D.

Proposed Trip Generation - Saw Mill													
ITE Code	Land Use	Setting/Location	Density		Daily			AM Peak Hour			PM Peak Hour		
					Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
210	Single-Family Detached Housing	General Urban/Suburban	50	d.u.	534	267	267	40	10	30	52	33	19
GROSS PROPOSED TRIPS					534	267	267	40	10	30	52	33	19

Notes:

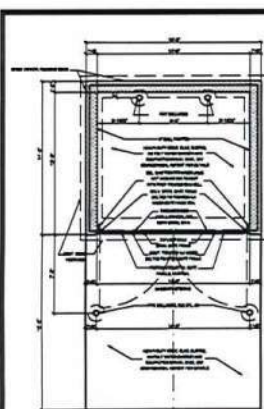
Proposed Trip Generation - Piney Fork													
ITE Code	Land Use	Setting/Location	Density		Daily			AM Peak Hour			PM Peak Hour		
					Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
215	Single-Family Attached Housing	General Urban/Suburban	18	d.u.	86	43	43	4	1	3	7	4	3
GROSS PROPOSED TRIPS					86	43	43	4	1	3	7	4	3

Notes:

Proposed Trip Generation - Tennsco													
ITE Code	Land Use	Setting/Location	Density		Daily			AM Peak Hour			PM Peak Hour		
					Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
210	Single-Family Detached Housing	General Urban/Suburban	23	d.u.	262	131	131	20	5	15	25	16	9
GROSS PROPOSED TRIPS					262	131	131	20	5	15	25	16	9

Notes:

#B.R.



DUMPSTER PAD DETAIL
NOT TO SCALE

DENSITY STUDY	
ACREAGE THIS PARCEL:	9.45 AC.
NEW ACREAGE TO BE ACQUIRED:	0.8884 AC.
TOTAL ACREAGE:	10.13 AC.
MAXIMUM UNITS THIS SITE: (14.5 UNIT / AC X 10.13 AC)	147 UNITS
UNITS PROVIDED THIS SITE:	147 UNITS
OPEN SPACE CALCULATION	
TOTAL LAND AREA	441,830 S.F. 10.13 AC.
BUILD. SIDEWALK, PARKING	209,810 S.F. 4.81 AC.
OPEN SPACE PROVIDED (48%)	231,720 S.F. 5.32 AC.
OPEN SPACE REQUIRED (15%)	66,245 S.F. 1.52 AC.
LIGHTING NOTE:	
SITE LIGHTING TO BE PROVIDED AND APPROVED BY THE PLANNING COMMISSION AS PART OF THE SITE PLAN APPROVAL PROCESS. CURRENTLY SITE LIGHTING IS ENVISIONED TO BE SIMILAR TO AUTUMN PARK APARTMENTS (ADJACENT TO THIS PROJECT AND SAME OWNER)	
GENERAL INFORMATION	
PARKING REQUIRED NOT LESS THAN 2 SPACES PER UNIT, PLUS ONE COMMON SPACE PER 5 UNITS.	
150 UNITS PROVIDED PARKING SPACES REQUIRED = 323 PARKING SPACES PROVIDED = 336 INCLUDING 14 HANDICAP SPACES	
ZONING: PLD R-3 FRONT SETBACK: 50' SIDE SETBACK: 50' REAR SETBACK: 50'	
THESE PARCELS IS LOCATED IN ZONE R-3 AND IS NOT INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD AREAS" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY - PANEL NO. 47043 0224 C, EFFECTIVE DATE: SEPTEMBER 25, 2009	
MAXIMUM BUILDING HEIGHT IS 42.5'	
SIGNAGE NOTE:	
SIGNAGE TO COMPLY WITH ALL CITY SIGN ORDINANCE.	



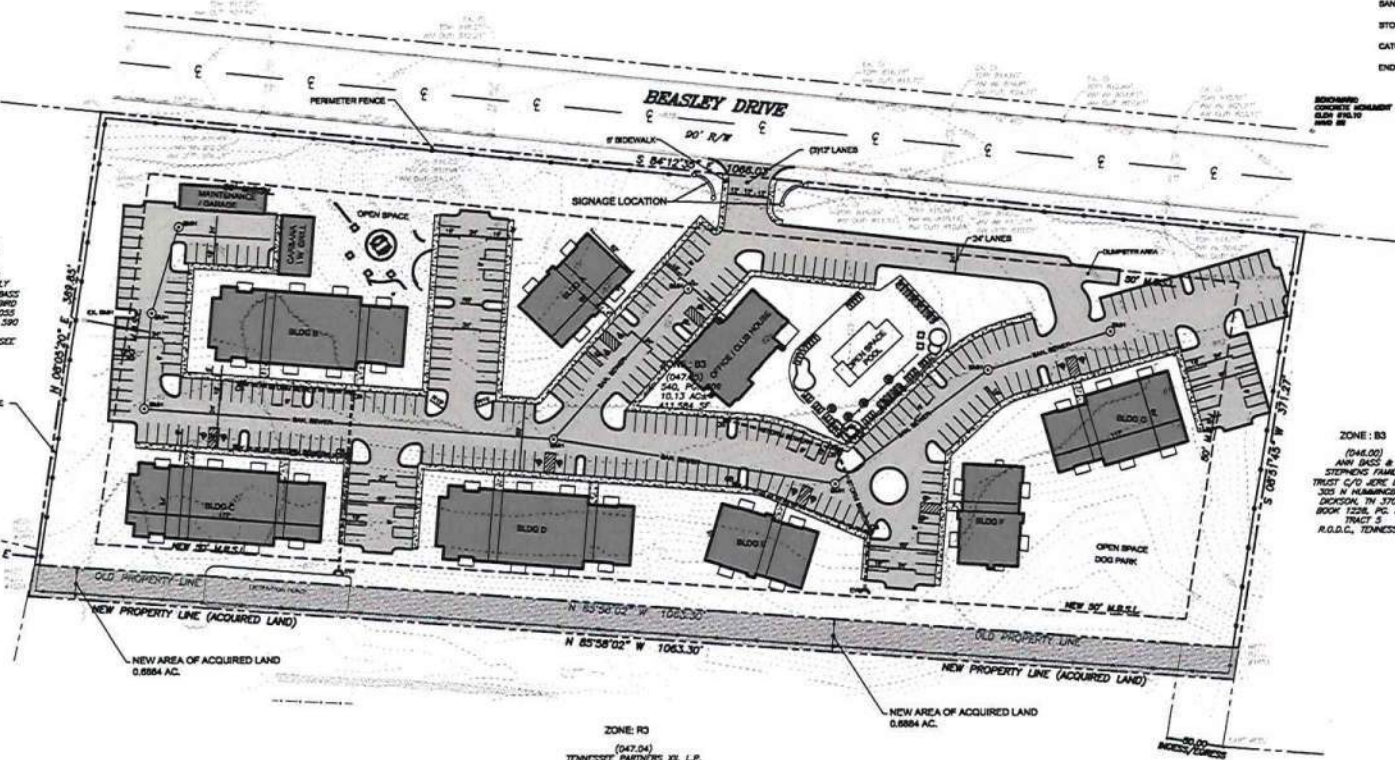
- LEGEND**
- PROPOSED BUILDING
 - PAVEMENT
 - SANITARY SEWER
 - SAN. SEWER MANHOLE
 - STORM SEWER
 - CATCH BASIN
 - ENDWALL

ZONE: B3
(046.01)
ANN BASS &
STEPHENS FAMILY
TRUST C/O ANN BASS
305 N. HARRINGTON
DICKSON, TN 37025
BOOK 1226, PG. 390
TRACT 3
R.O.D.C., TENNESSEE

ZONE: R2
(046.00)
ANN BASS &
STEPHENS FAMILY
TRUST C/O ANN BASS
305 N. HARRINGTON
DICKSON, TN 37025
BOOK 1226, PG. 390
TRACT 1
R.O.D.C., TENNESSEE

ZONE: R3
(047.04)
TENNESSEE PARTNERS XI, L.P.
C/O BILL HARRIS
124 ONE WOODSON PLAZA SUITE 1200
NASHVILLE, TN 37203
VOLUME 540 PAGE 408
R.O.D.C., TENNESSEE

ZONE: B3
(046.00)
ANN BASS &
STEPHENS FAMILY
TRUST C/O ANN BASS
305 N. HARRINGTON
DICKSON, TN 37025
BOOK 1226, PG. 390
TRACT 3
R.O.D.C., TENNESSEE



144 UNITS

1 BR.	42
2 BR.	60
3 BR.	42

SITE PLAN
BEASLEY DRIVE APARTMENTS
BEASLEY DRIVE
CITY OF DICKSON, TENNESSEE

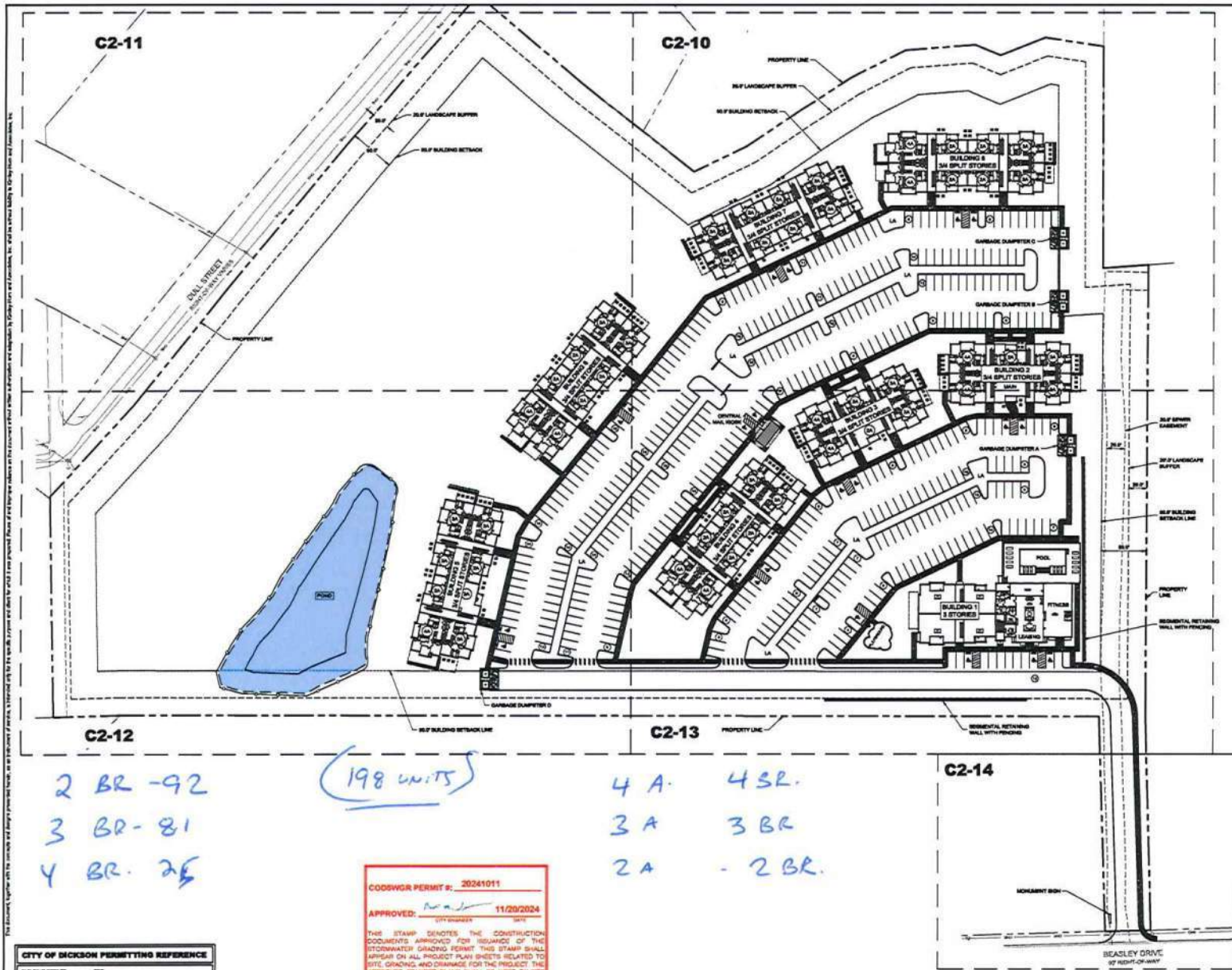


DESIGNED	
DRAWN	
CHECKED	
SCALE	
PROJECT NO.	
SHEET	C 1.0

PARK AT BEASLEY

#8.20

Beasley Dr.

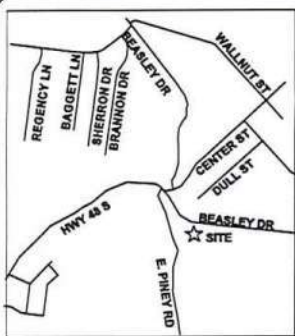


- SITE LAYOUT NOTES**
1. INSTALL CONCRETE JOISTS WHERE SHOWN ON PLAN AND DETAIL AS PER WALL, BUILDING, ROAD, ETC. DETAIL SPACE BETWEEN ELEMENTS ARE SHOWN. PROVIDE CONNECTION BETWEEN CONCRETE JOISTS AND WALLS, CONCRETE JOISTS SHALL BE CAST IN PLACE.
 2. LAYOUT ALL CURBS AND DRIVEWAYS WITH NO SHARP CORNERS AT TRAVEL POINTS.
 3. ALL DRIVEWAYS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 4. LAYOUT ALL SUBMENTS IN FIELD AND CONTACT OWNERS REPRESENTATIVE FOR APPROVAL BEFORE BEGINNING ANY CONSTRUCTION.
 5. CONTRACTOR TO TAKE ALL PRECAUTIONS TO PROTECT AND MAINTAIN ALL UTILITIES AND NOT REMOVE OR DAMAGE ANY UTILITIES LOCATIONS AND COVERED SUCH WHEN EXISTING. ALL LANDSCAPE BUFFER SHALL BE REMOVED WITH TOPSOIL, AT ABOVE THE CLINE LINE TO PROTECT FUTURE DRAINAGE.
 6. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET ALL PRESENT AND FUTURE REQUIREMENTS.
 7. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET ALL PRESENT AND FUTURE REQUIREMENTS.
 8. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET ALL PRESENT AND FUTURE REQUIREMENTS.
 9. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET ALL PRESENT AND FUTURE REQUIREMENTS.
 10. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET ALL PRESENT AND FUTURE REQUIREMENTS.
 11. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET ALL PRESENT AND FUTURE REQUIREMENTS.
 12. ALL EXISTING DRIVEWAYS SHALL BE RECONSTRUCTED TO MEET ALL PRESENT AND FUTURE REQUIREMENTS.
- RETAINING WALL NOTES**
1. ALL RETAINING WALLS INDICATED ON THESE PLANS ARE SHOWN FOR GENERAL LOCATION. RETAINING WALLS SHALL BE CONSTRUCTED BY A PROFESSIONAL ENGINEER AND SHALL BE IN COMPLIANCE WITH LOCAL, COUNTY AND STATE REQUIREMENTS.
 2. ALL RETAINING WALLS SHALL BE CONSTRUCTED BY A PROFESSIONAL ENGINEER AND SHALL BE IN COMPLIANCE WITH LOCAL, COUNTY AND STATE REQUIREMENTS.
 3. ALL RETAINING WALLS SHALL BE CONSTRUCTED BY A PROFESSIONAL ENGINEER AND SHALL BE IN COMPLIANCE WITH LOCAL, COUNTY AND STATE REQUIREMENTS.
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 11. ALL RETAINING WALLS SHALL BE CONSTRUCTED BY A PROFESSIONAL ENGINEER AND SHALL BE IN COMPLIANCE WITH LOCAL, COUNTY AND STATE REQUIREMENTS.
 12. ALL RETAINING WALLS SHALL BE CONSTRUCTED BY A PROFESSIONAL ENGINEER AND SHALL BE IN COMPLIANCE WITH LOCAL, COUNTY AND STATE REQUIREMENTS.
- INTERNAL PEDESTRIAN ACCESS**
- THE EXISTING PROPOSED DEVELOPMENT WILL BE INTERCONNECTED WITH EXISTING PEDESTRIAN ACCESS AND BUILDINGS. PEDESTRIAN ACCESS AND BUILDINGS LOCATIONS WILL BE PROVIDED IN SUCH A MANNER THAT PEDESTRIAN ACCESS WILL BE PROVIDED IN THE GROUND LEVEL LIGHT CONCOURSE.
- DEVELOPMENT AMENITIES**
- PLAYGROUND
 - SWIMMING POOL
 - GOLF COURSE (LOCATION TO BE DETERMINED)
 - FITNESS CENTER
 - LEARNING OFFICE
 - CLOTHING, HAIR, MAKEUP
- PROJECT TIMELINE**
- CONSTRUCTION: PHASE 1: 12/2024, PHASE 2: 1/2025, PHASE 3: 2/2025, PHASE 4: 3/2025, PHASE 5: 4/2025, PHASE 6: 5/2025, PHASE 7: 6/2025, PHASE 8: 7/2025, PHASE 9: 8/2025, PHASE 10: 9/2025, PHASE 11: 10/2025, PHASE 12: 11/2025, PHASE 13: 12/2025, PHASE 14: 1/2026, PHASE 15: 2/2026, PHASE 16: 3/2026, PHASE 17: 4/2026, PHASE 18: 5/2026, PHASE 19: 6/2026, PHASE 20: 7/2026, PHASE 21: 8/2026, PHASE 22: 9/2026, PHASE 23: 10/2026, PHASE 24: 11/2026, PHASE 25: 12/2026, PHASE 26: 1/2027, PHASE 27: 2/2027, PHASE 28: 3/2027, PHASE 29: 4/2027, PHASE 30: 5/2027, PHASE 31: 6/2027, PHASE 32: 7/2027, PHASE 33: 8/2027, PHASE 34: 9/2027, PHASE 35: 10/2027, PHASE 36: 11/2027, PHASE 37: 12/2027, PHASE 38: 1/2028, PHASE 39: 2/2028, PHASE 40: 3/2028, PHASE 41: 4/2028, PHASE 42: 5/2028, PHASE 43: 6/2028, PHASE 44: 7/2028, PHASE 45: 8/2028, PHASE 46: 9/2028, PHASE 47: 10/2028, PHASE 48: 11/2028, PHASE 49: 12/2028, PHASE 50: 1/2029, PHASE 51: 2/2029, PHASE 52: 3/2029, PHASE 53: 4/2029, PHASE 54: 5/2029, PHASE 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Beasley Dr

75 lots.
single family homes

RIVERBEND



VICINITY MAP
(NOT TO SCALE)

GENERAL SITE INFORMATION:

OWNER:
IMER DEVELOPMENT LLC
1909 COLOMBIA AVE.
FRANKLIN, TN 37064

PHASE I
CURRENT ZONING: R-2
CIVIL DISTRICT: 5TH
TAX MAP NO. 110, PARCEL NO. 46.0, 46.01 & 46.02
TOTAL ACREAGE: 1,335,172 SF (30.65 ± ACRES)
TOTAL LOTS: 15

PHASE II
CURRENT ZONING: R-2 (CLUSTER)
CIVIL DISTRICT: 5TH
TAX MAP NO. 110, PARCEL NO. 46.0, 46.01
TOTAL ACREAGE: 1,335,172 SF (30.65 ± ACRES)
RIGHT OF WAY ACREAGE: 153,856 SF (3.53±)
OPEN SPACE REQUIRED: 4.59±/- ACRES
OPEN SPACE AVAILABLE: 12.32±/- ACRES (41.49%)
TOTAL LOTS: 78

FEMA FLOOD MAP: 47043C0234C (9/25/2009)
47043C0242C (9/25/2009)

Curve #	Length	Radius	Chord	Chord Length
01	288.00	225.00	487.94	288.00
02	168.00	175.00	287.94	168.00

PHASE I

Lot #	Area	Area
1	708.34	0.16
2	681.42	0.15
3	681.42	0.15
4	681.42	0.15
5	681.42	0.15
6	681.42	0.15
7	681.42	0.15
8	681.42	0.15
9	681.42	0.15
10	681.42	0.15
11	681.42	0.15
12	681.42	0.15
13	681.42	0.15
14	681.42	0.15
15	681.42	0.15
16	681.42	0.15
17	681.42	0.15
18	681.42	0.15
19	681.42	0.15
20	681.42	0.15
21	681.42	0.15
22	681.42	0.15
23	681.42	0.15
24	681.42	0.15
25	681.42	0.15

PHASE II

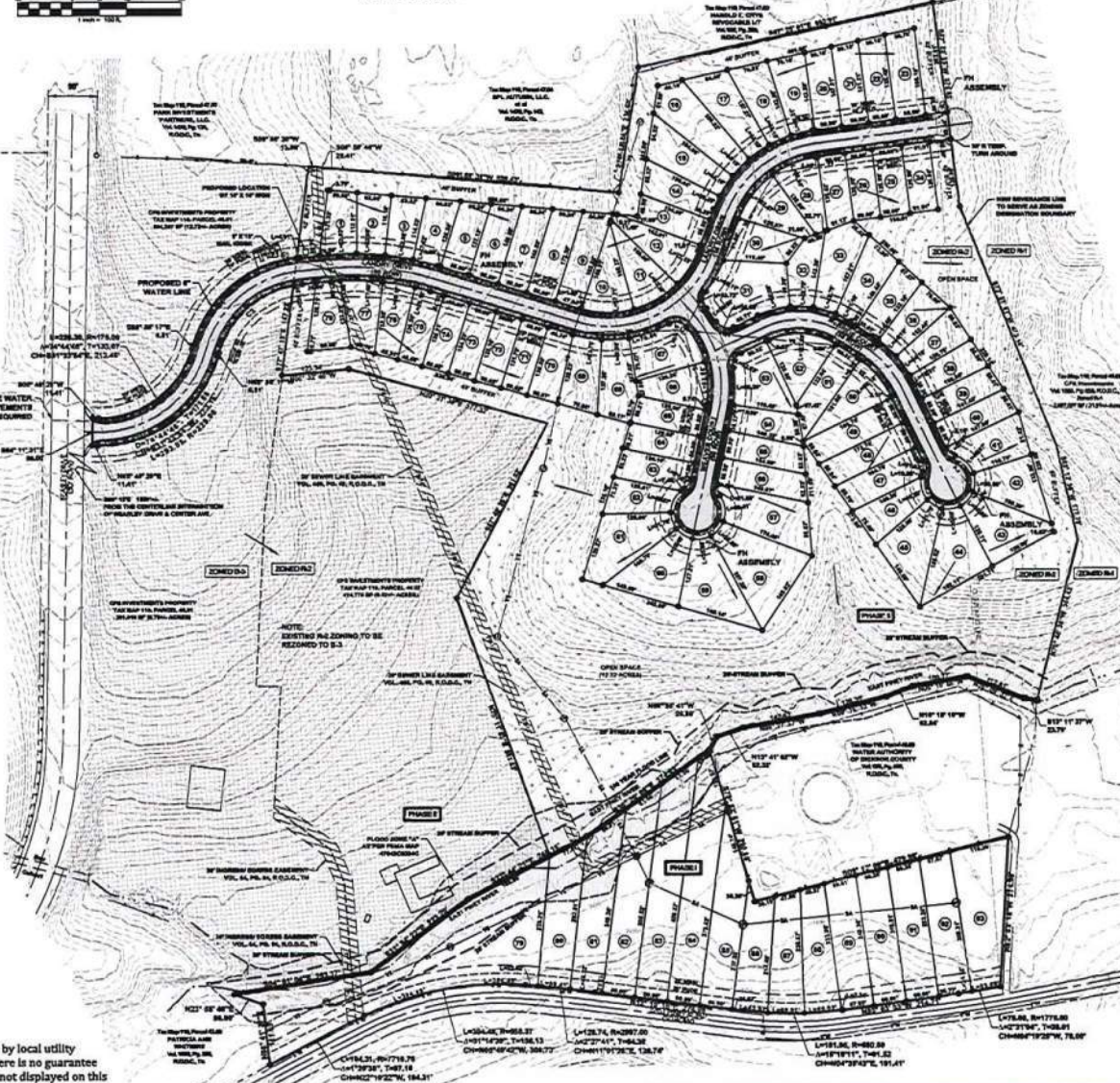
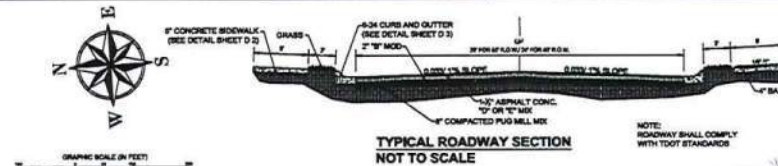
Lot #	Area	Area
26	681.42	0.15
27	681.42	0.15
28	681.42	0.15
29	681.42	0.15
30	681.42	0.15
31	681.42	0.15
32	681.42	0.15
33	681.42	0.15
34	681.42	0.15
35	681.42	0.15
36	681.42	0.15
37	681.42	0.15
38	681.42	0.15
39	681.42	0.15
40	681.42	0.15
41	681.42	0.15
42	681.42	0.15
43	681.42	0.15
44	681.42	0.15
45	681.42	0.15
46	681.42	0.15
47	681.42	0.15
48	681.42	0.15
49	681.42	0.15
50	681.42	0.15
51	681.42	0.15
52	681.42	0.15
53	681.42	0.15
54	681.42	0.15
55	681.42	0.15
56	681.42	0.15
57	681.42	0.15
58	681.42	0.15
59	681.42	0.15
60	681.42	0.15
61	681.42	0.15
62	681.42	0.15
63	681.42	0.15
64	681.42	0.15
65	681.42	0.15
66	681.42	0.15
67	681.42	0.15
68	681.42	0.15
69	681.42	0.15
70	681.42	0.15
71	681.42	0.15
72	681.42	0.15
73	681.42	0.15
74	681.42	0.15
75	681.42	0.15
76	681.42	0.15
77	681.42	0.15
78	681.42	0.15

GENERAL NOTES:

1. All utility locations based on location of utilities by local utility authorities and visible field location by others. There is no guarantee that no other utilities either public or private are not displayed on this survey.

SITE LEGEND

LOT LINE	PROPERTY LINE
TIME LINE	TIME LINE
ROADWAY CENTERLINE	ROADWAY CENTERLINE
SEWER MAIN & SERVICE LINE	SEWER MAIN & SERVICE LINE
WATER MAIN & SERVICE LINE	WATER MAIN & SERVICE LINE
STORM SEWER LINE	STORM SEWER LINE
OVERHEAD POWER LINE	OVERHEAD POWER LINE
UNDERGROUND ELECTRIC	UNDERGROUND ELECTRIC
POLE	POLE
POLELINE	POLELINE
STREET LIGHT	STREET LIGHT
UNDERGROUND TELEPHONE	UNDERGROUND TELEPHONE
PROPOSED WATER MAIN (EXISTING)	PROPOSED WATER MAIN (EXISTING)
PROPOSED STORM SEWER	PROPOSED STORM SEWER
PROPOSED POWER	PROPOSED POWER
PROPOSED ROAD	PROPOSED ROAD
PROPOSED SIDEWALK	PROPOSED SIDEWALK
PROPOSED FLOOD ZONE	PROPOSED FLOOD ZONE
PROPOSED SIDEWALK	PROPOSED SIDEWALK



REVISIONS

DATE	REVISIONS

RIVERBEND SUBDIVISION PHASES I & II

SITE PLAN

BEASLEY DRIVE, DICKSON
DICKSON COUNTY, TENNESSEE

September 12, 2023

MCKAY-BURCHETT
1545 Madison Street
Clarksville, TN 37040
Ph # 931-245-3095

& COMPANY
ENGINEERS

ISSUED FOR: ☒ PERMITTING ☐ BID PURPOSES ☐ CONSTRUCTION

SHEET: PRE. 1.00

So lots
Single Family Homes



MAP NO. PARCEL 05.03
AARON JAMES REYNOLDS, ET UX HOLLY
DEED BOOK 1825, PAGE 2646
R.D.C. TN
AP-AMERICAN-AMERICAN

MAP NO. PARCEL 67.89
BIBBY HARRISBYC
DEED BOOK 884, PAGE 306
R.O.C., TN
AN-MEDIAN COMITY INCORPORATED

Phase Three
Autumnwood
Sheet 3 of 3

See Sheet 1 of 3 for Notes,
Lot Data, and Curve Data.

[illegible]

18. 2(B.R)

[illegible]

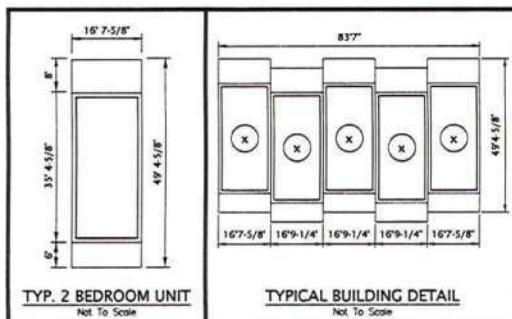
1. SUBJECT PROPERTY IS IDENTIFIED AS PARCEL 66.03, AS SHOWN ON DICKSON COUNTY TAX MAP NUMBER 110. PARCEL NUMBERS SHOWN WITH () , REFER TO DICKSON COUNTY TAX MAP NUMBER 110.
2. THE PURPOSE OF THIS PLAT IS TO CREATE ONE RESIDENTIAL LOT AND TWENTY-ONE TOWHOMES UNITS IN A HORIZONTAL PROPERTY REGIME, BEING UNITS 101-112 AND UNITS 201-209, ESTABLISHED AS AN UNIMPROVED BUILDING SITE AND WILL BE RECOGNIZED UPON RECORDING OF THIS PLAT AS SEPARATE, UNIMPROVED TAX PARCELS.
3. ALL COMMON AREAS AND OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SAID COMMON SPACE AREAS AND OPEN SPACE ARE A PUBLIC UTILITY AND DRAINAGE EASEMENT.
4. ALL DRIVES AND PARKING AREAS ARE PRIVATE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SAID DRIVES AND PARKING AREAS ARE A PUBLIC UTILITY AND DRAINAGE EASEMENT.
5. SUBJECT PROPERTY AS SHOWN IS SUBJECT TO THE LEGAL RIGHT-OF-WAY FOR COWAN ROAD AND BAR-B-QUE ROAD.
6. SUBJECT PROPERTY AS SHOWN IS CURRENTLY ZONED R-3, AND IS SUBJECT TO THE CURRENT ZONING ORDINANCE FOR THE CITY OF DICKSON.
7. SUBJECT PROPERTY AS SHOWN IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, AS EVIDENCED ON MAP NO. 47-043C0242C, EFFECTIVE DATE SEPTEMBER 25, 2009.
8. BEARINGS AS SHOWN ARE BASED UPON A DUAL FREQUENCY TOTAL STATION ADJUSTED RTK GPS OBSERVATION, AT THE TIME OF THE SURVEY USING A CARLSON 8007 WITH A REGION OF US-SP43, A ZONE OF T441004, A DATUM OF NAD1983(ONUS) AND A GEOID1980IN, IN THE CITY OF DICKSON, CITY GRID NORTH FOR THE SUBJECT BOUNDARY TRAVERSE, THAT EXCEEDS 180 DEGREES FOR TWO TRAVERSE CONTROL POINTS. THIS BOUNDARY SURVEY WAS PERFORMED UTILIZING CONVENTIONAL TRAVERSING METHODS WITH AN UN-ADJUSTED ERROR CLOSURE THAT EXCEEDS 1:10,000.
9. THE DIAMETER AND WIDTH OF ALL DRIVEWAY CULVERTS SHALL BE DETERMINED BY THE ROADS DEPARTMENT FOR CITY OF DICKSON. POSITIVE DRAINAGE DITCHING SHALL BE REQUIRED FOR ALL LOTS.
10. ALL FEATURES SHOWN HEREON ARE EXISTING AT THE TIME OF THE SURVEY, UNLESS NOTED OTHERWISE.
11. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD, INCLUDING EASEMENTS, WHICH WOULD AFFECT THIS PARCEL.
12. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPEARANCES AT THE SITE. THIS SURVEYOR HAS REVIEWED AERIAL PHOTOGRAPHS AND AERIAL MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED THEREFORE, THE SURVEYOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITIES SHOWN SHOULD BE DONE WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY IN TENNESSEE. IT IS A REQUIREMENT, PER THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT, TENNESSEE ONE CALL 1-615-366-1987 OR 1-800-351-1111.

TOTAL LOT AREA 104,229 Sq.Ft. (35% IMPERVIOUS)	PROPOSED COMMON AREA 84,941 Sq.Ft.
PROPOSED BLDG. ONE 9,912 Sq.Ft. (IMPERVIOUS AREA)	DRIVE/PARKING BLDG. ONE 10,794 Sq.Ft. (IMPERVIOUS AREA)
PROPOSED BLDG. TWO 7,434 Sq.Ft. (IMPERVIOUS AREA)	DRIVE/PARKING BLDG. TWO 8,495 Sq.Ft. (IMPERVIOUS AREA)

No.	NORTH	EAST
1A	629,165.06	1,559,480.57
1B	629,217.45	1,559,480.57
1C	629,217.45	1,559,681.28
1D	629,165.06	1,559,681.28
2A	629,396.64	1,559,690.92
2B	629,361.47	1,559,729.75
2C	629,249.91	1,559,628.69
2D	629,285.08	1,559,389.86

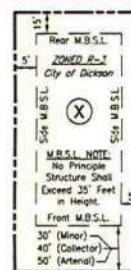
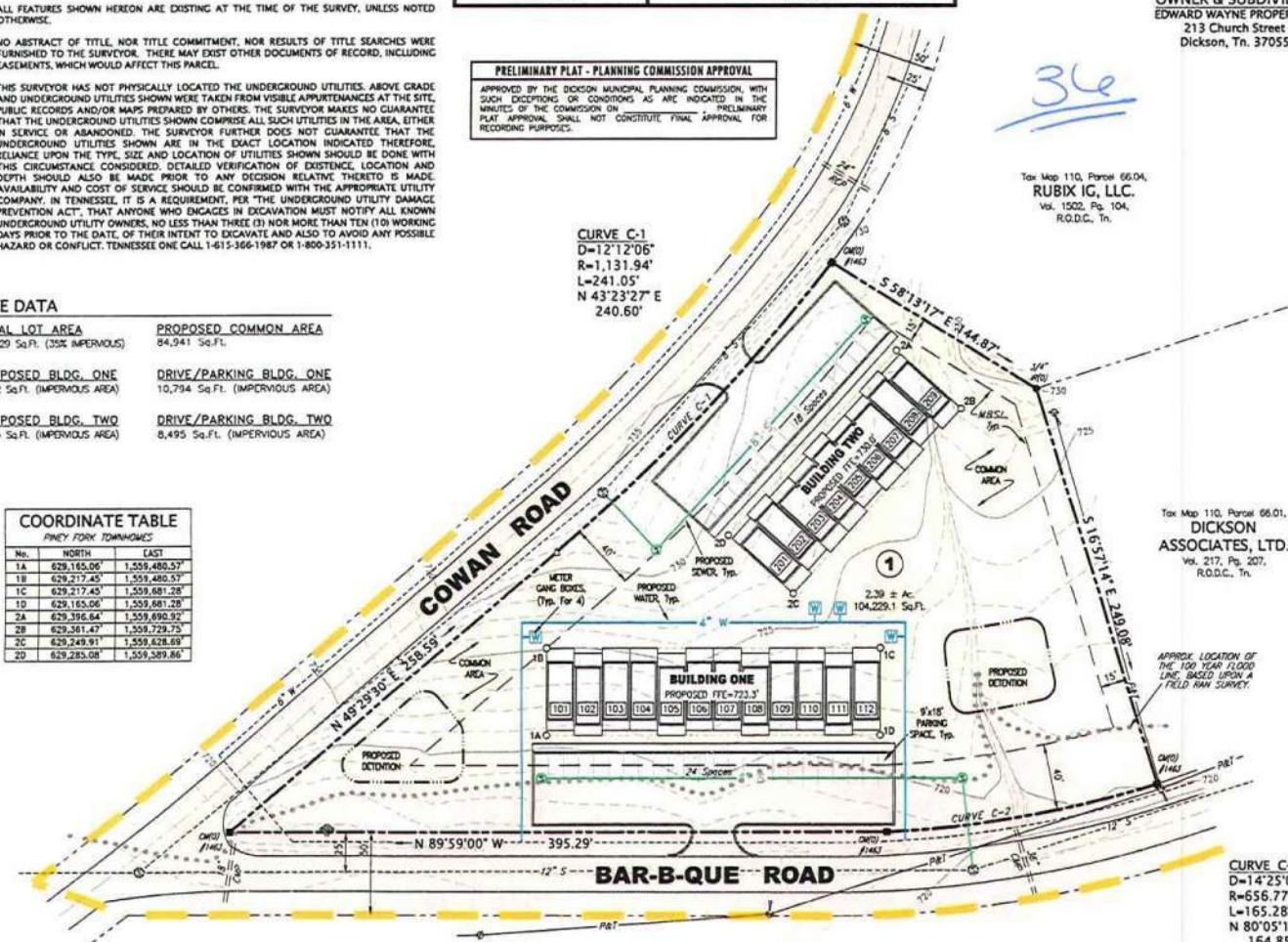
(66.03) - EDWARD WAYNE PROPERTIES - Volume 1536, Page 176.
R.O.D.C. T.

(66.03) JESSIE DAVIDSON SUBDIVISION Plat Book 1, Page 96, R.O.D.C. Tr.



PRELIMINARY PLAT - PLANNING COMMISSION APPROVAL

APPROVED BY THE DICKSON MUNICIPAL PLANNING COMMISSION, WITH SUCH EXCEPTIONS OR CONDITIONS AS ARE INDICATED IN THE MINUTES OF THE COMMISSION ON _____ PRELIMINARY PLAT APPROVAL SHALL NOT CONSTITUTE FINAL APPROVAL FOR RECORDING PURPOSES.



**TYPICAL
LOT/TRACT**
Not To Scale



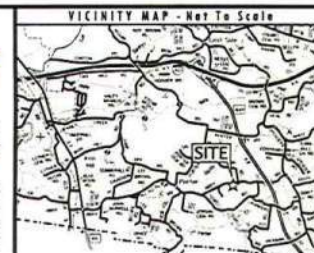
Xcel
land
company

XLCi Land Surveying
DIVISION

3024 Highway 46-S • (615) 412-9225
Duckson, TN 37055 • (615) 823-2064
www.xcelsurveying.com



OWNER & SUBDIVIDER
EDWARD WAYNE PROPERTIES
213 Church Street
Dickson, Tn. 37055



CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING

I (We) HEREBY CERTIFY: (1) THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF CITY OF DICKSON SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

Date	Name, Title and Agency or Authorized Approving Agent
------	---

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE FINAL S/D PLAT ENTITLED "PINEY FORK TOWNSHIP, SUBDIVISION" HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND/OR STATE GOVERNMENT REQUIREMENTS.

Date	Water System:	Name, Title and Agency or Authorized Approving Agent
------	---------------	--

Date	Sewer System:	Name, Title and Agency of Authorized Approving Agent
------	---------------	--

CERTIFICATE OF SURVEY ACCURACY

THIS DOCUMENT IS NOT THE FINAL PLAT OF RECORD. REFER TO THE COUNTY REGISTER'S OFFICE FOR THE FINAL PLAT OF RECORD

OWNER/AGENT COPY

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION STANDARDS FOR CITY OF DICKSON, WITH THE EXCEPTION OF SUCH VARIANCES, AND/OR MODIFICATIONS, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTRAR.

Date _____ Secretary, Planning Commission _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (We) HEREBY CERTIFY THAT I AM (We Are) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN VOLUME 1538, PAGE 126, OF THE DICKSON COUNTY REGISTER'S OFFICE, AND THAT I (We) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (Our) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATION FOR ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

Date _____ Edward Wayne Properties _____

PRELIMINARY PLAT

Piney Fork Townhomes Subdivision

CITY OF DICKSON PLANNING COMMISSION

TOTAL ACRES	2.39 ± 46	TOTAL LOTS	21	CIVIL DISTRICT	3rd
-------------	-----------	------------	----	----------------	-----

ACROSS NEW ROAD. S/S. ACROSS NEW ROAD. S/S. TONING. S-T

ACRES NEW ROAD 120 MILLS NEW ROAD 120 ZONING R-5OWNER Edward Wayne Properties SURVEYOR Stephen H. Murrell

CLOSURE ERROR 1.70,000 DATE 04-13-2022

GRAPHIC SCALE 0 25 50 75
1 INCH = 50 FEET

CHE. BY: SOW	DRAWN BY: SOW	PROJECT No. 22-010-02	SHEET 1 of 1
--------------	---------------	-----------------------	--------------

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Journal compilation © 2006 Blackwell Publishing Ltd

LEGEND: FOOTNOTES:
* ALL IRON RODS/PIPS ARE AN 5" IN
DIAMETER, UNLESS NOTED OTHERWISE.

M. V. St.
COWAN RD

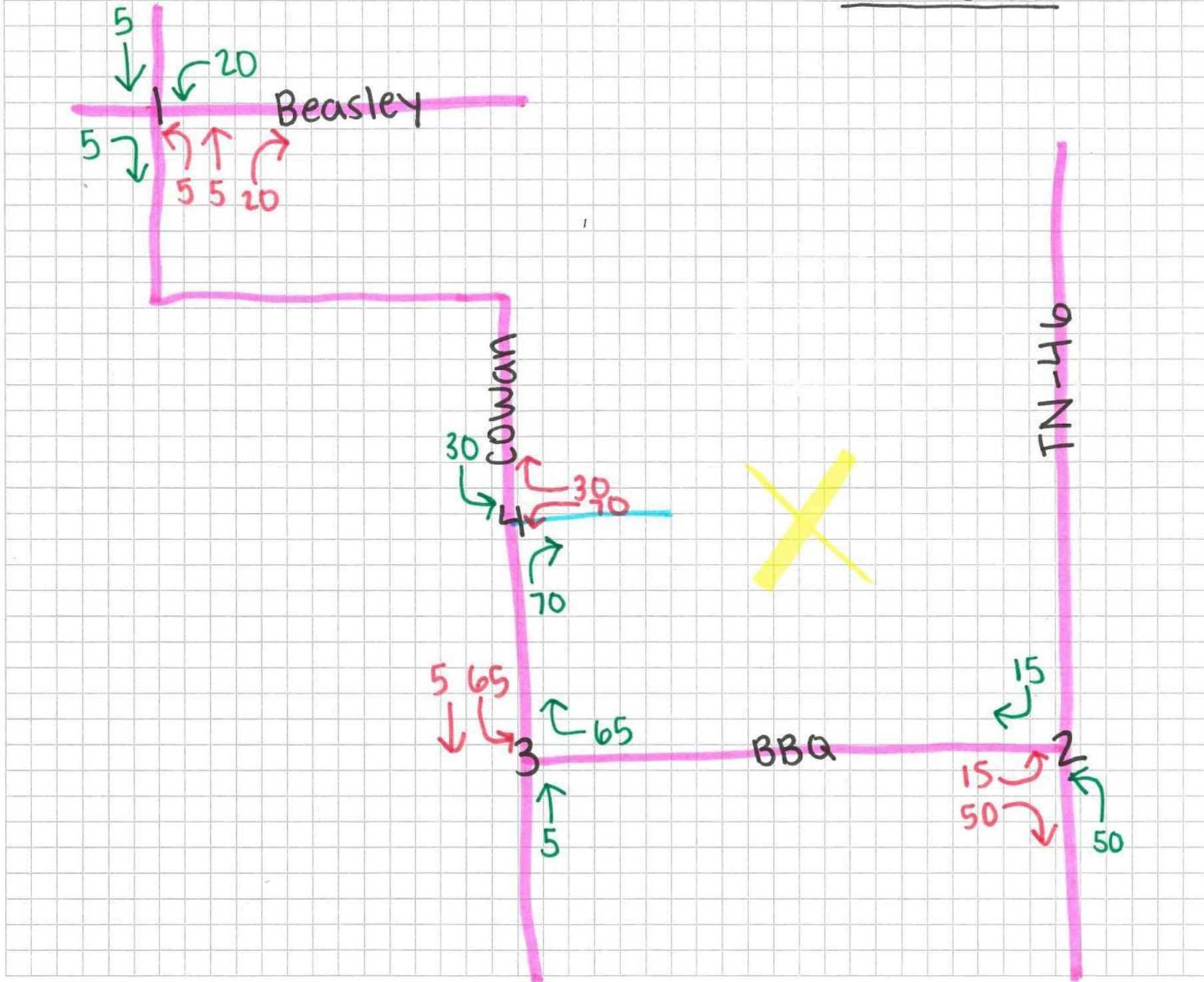
23 lots
Single Family homes

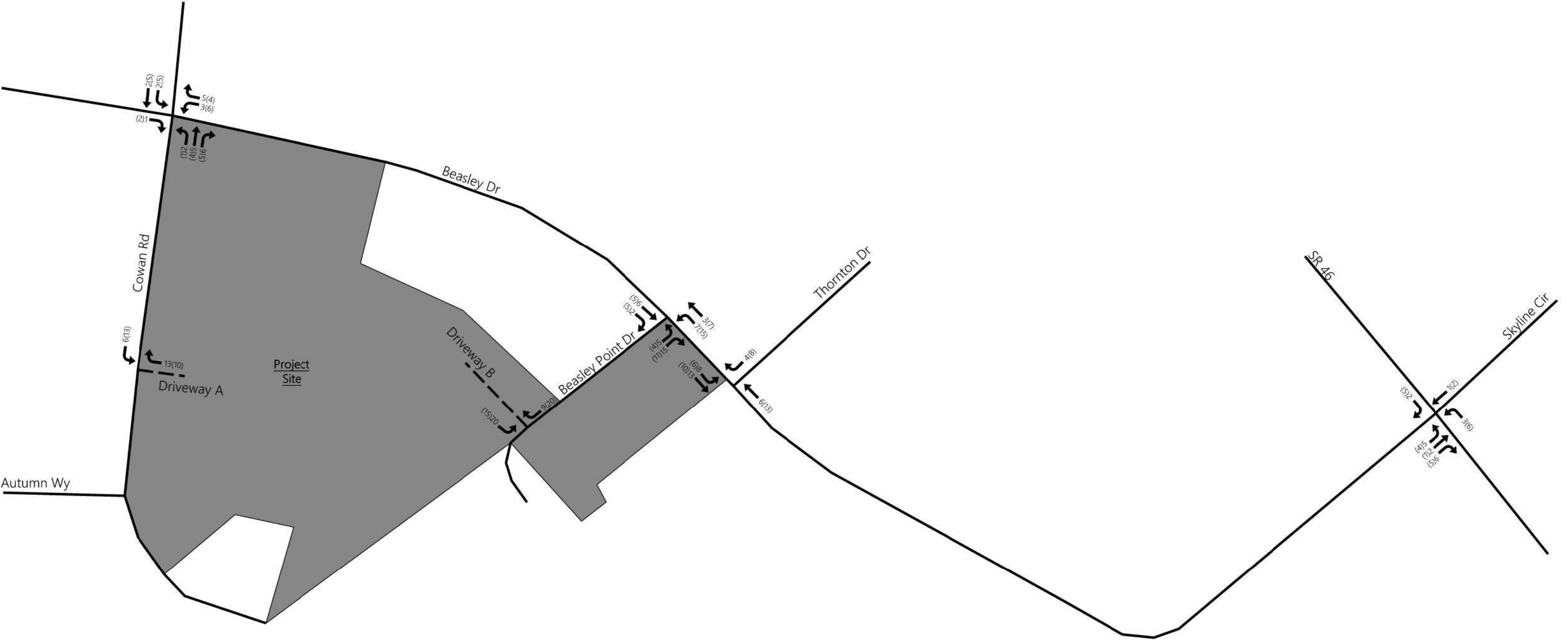
EXISTING CONDITIONS NOTE

The existing condition information shown on this sheet was taken from utility maps and a survey prepared by L.J. Smith & Associates, Inc., dated July 17, 2020. Civil Site Design Group takes no responsibility for the correctness, accuracy, or completeness of this survey information.



Parcel #	Area (Sq. Ft.)	Area (Ac.)
1	10,000.00	0.23
2	9,000.00	0.21
3	9,000.00	0.21
4	9,000.00	0.21
5	9,000.00	0.21
6	9,000.00	0.21
7	9,000.00	0.21
8	9,000.00	0.21
9	9,000.00	0.21
10	9,000.00	0.21
11	10,000.00	0.23
12	10,000.00	0.23
13	10,000.00	0.23
14	10,000.00	0.23
15	10,000.00	0.23
16	10,000.00	0.23
17	10,000.00	0.23
18	10,000.00	0.23
19	10,000.00	0.23
20	10,000.00	0.23
21	10,000.00	0.23
22	10,000.00	0.23
23	10,000.00	0.23





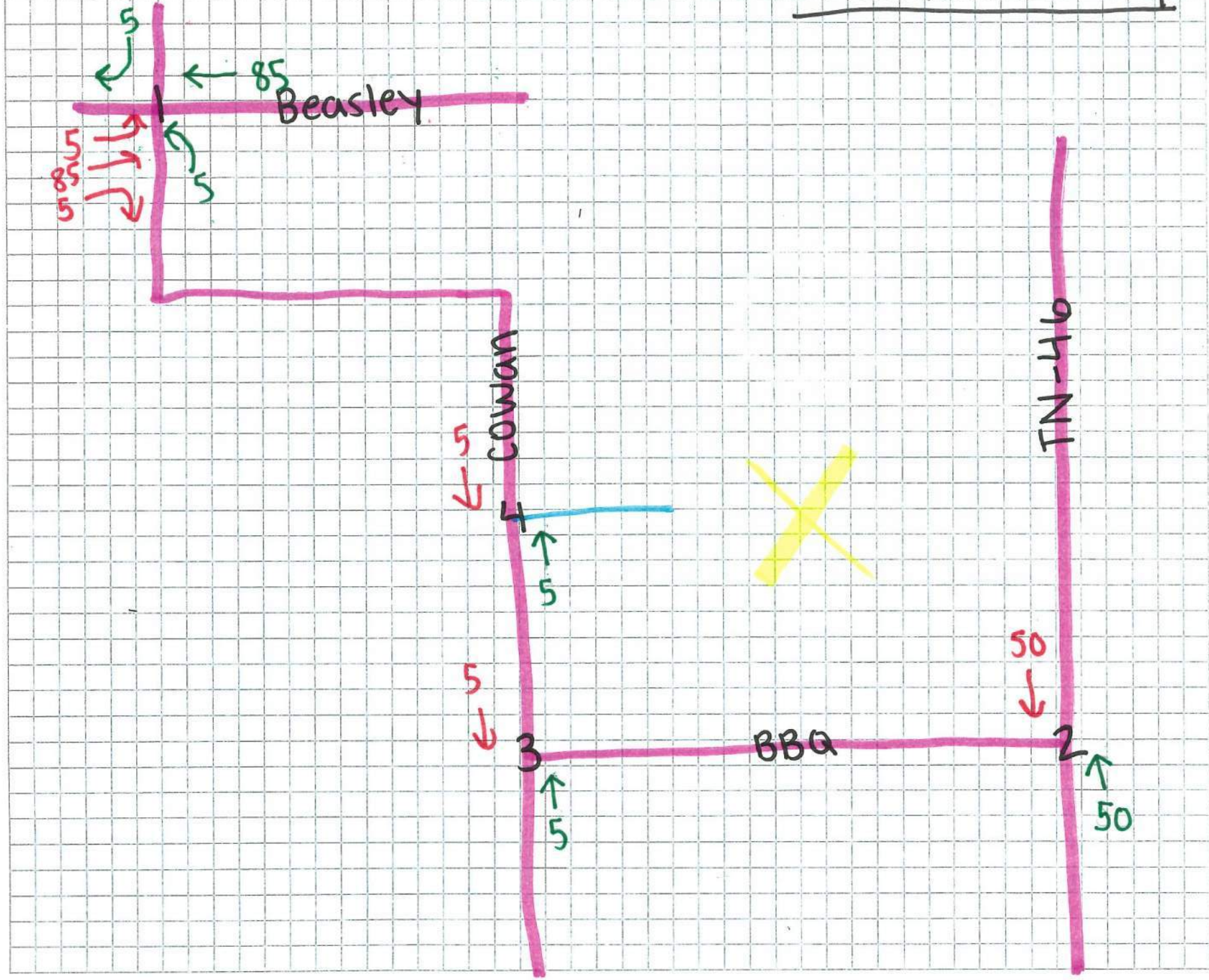
XX - Enter
(XX) - Exit



Assignment of Peak Hour Traffic Volumes
Generated by the Project Site
(Not to Scale)

Figure 7.

Park at Beasley



Dickson Flats

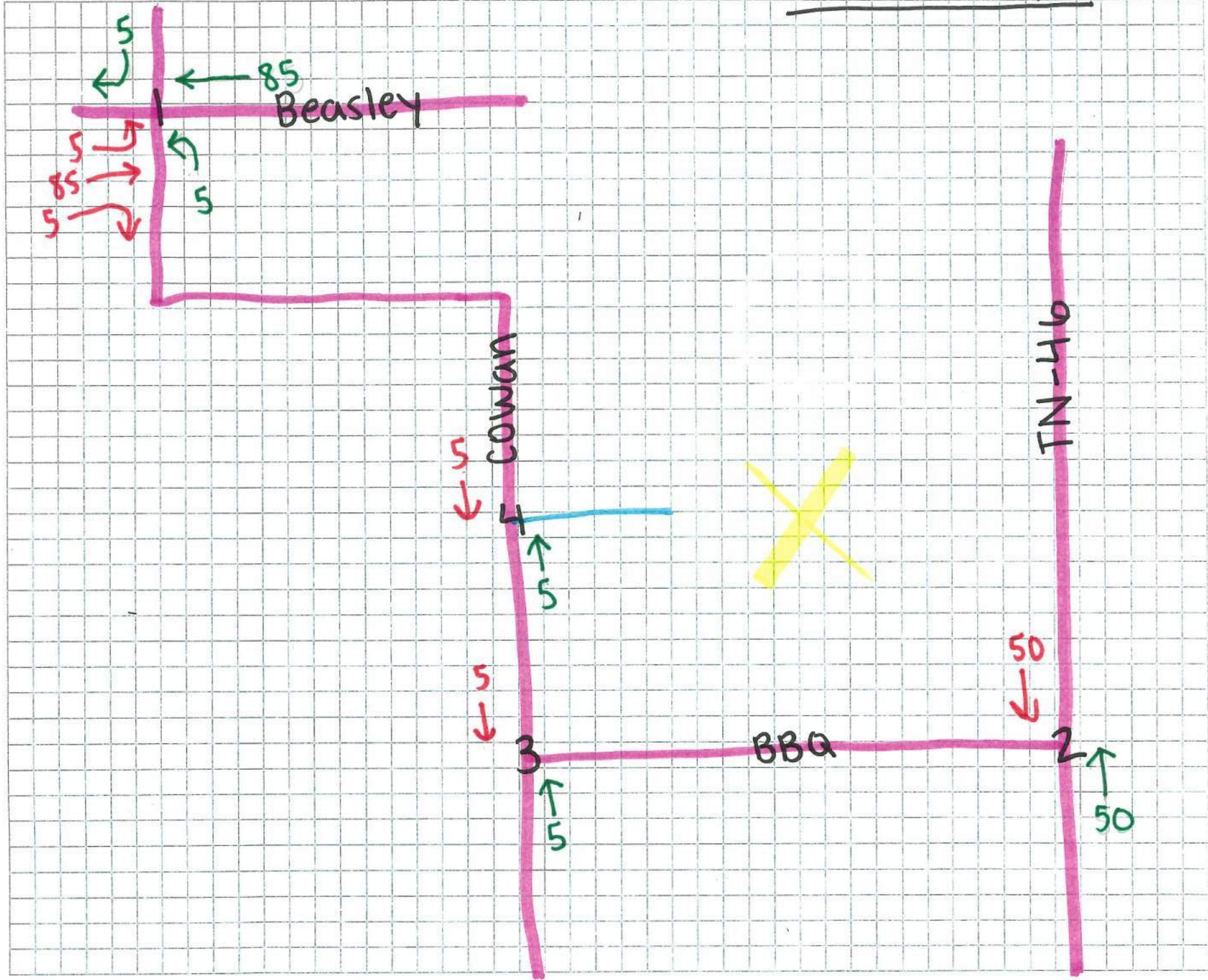
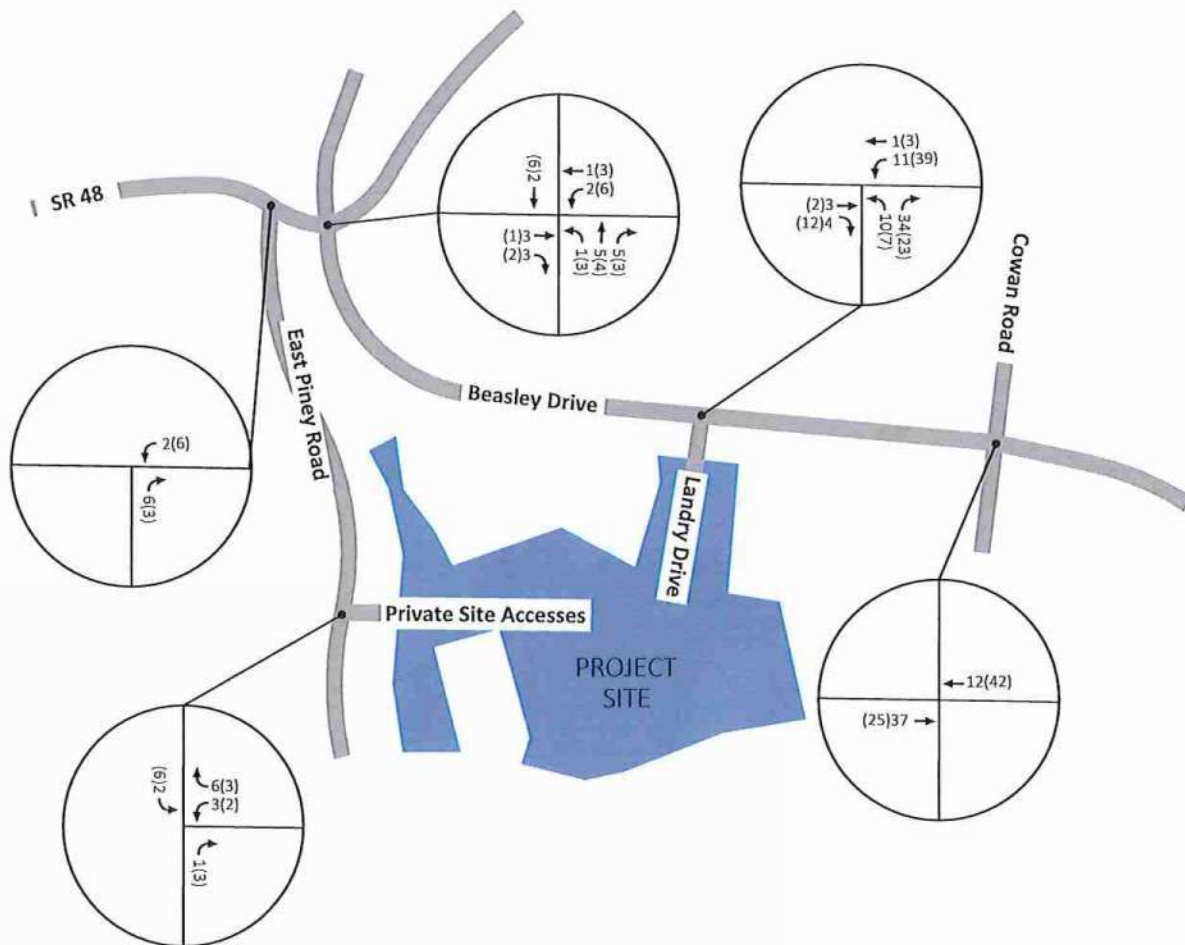


Figure 7: Assignment of Traffic Generated by the Project

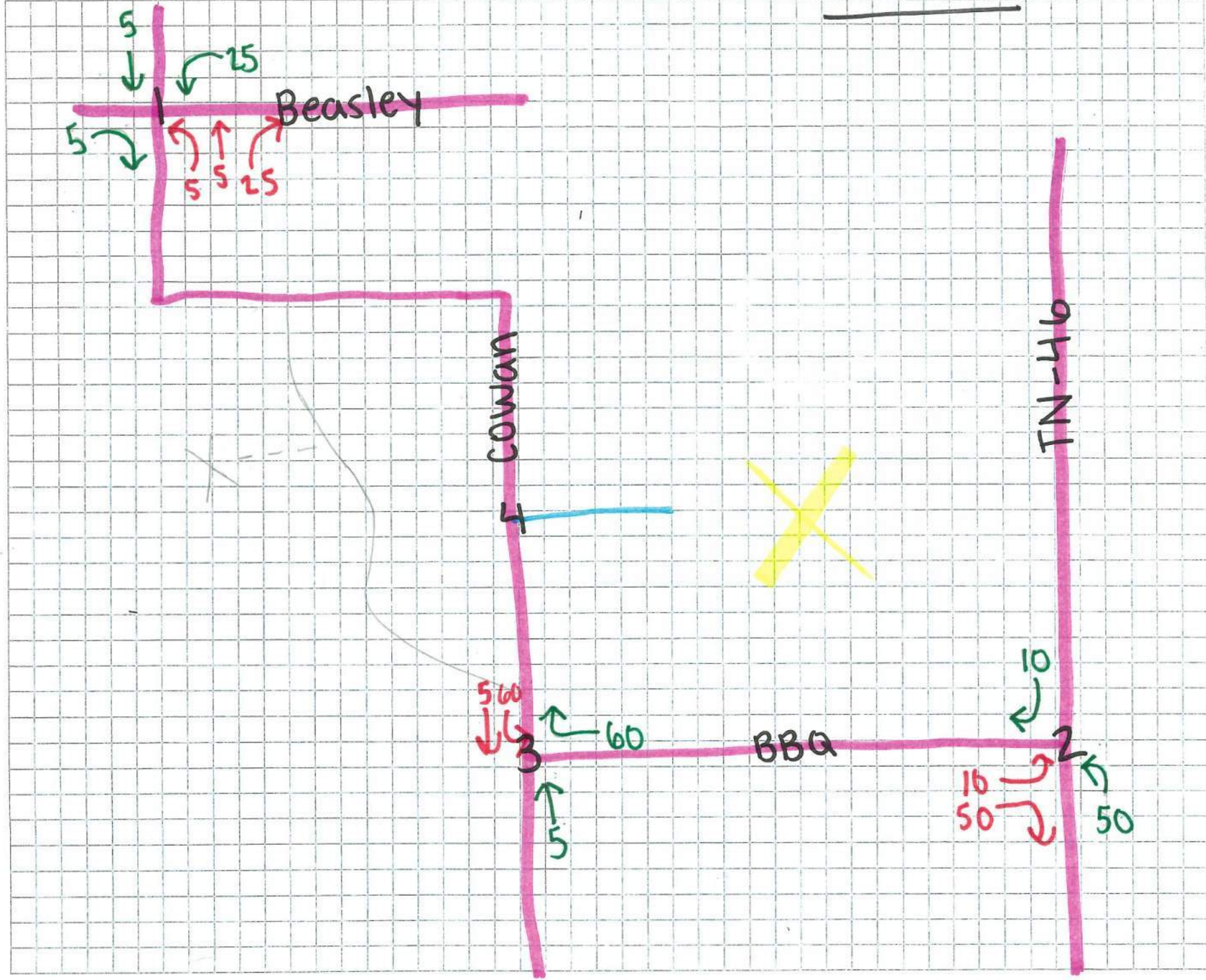


(Not to Scale)

Legend:

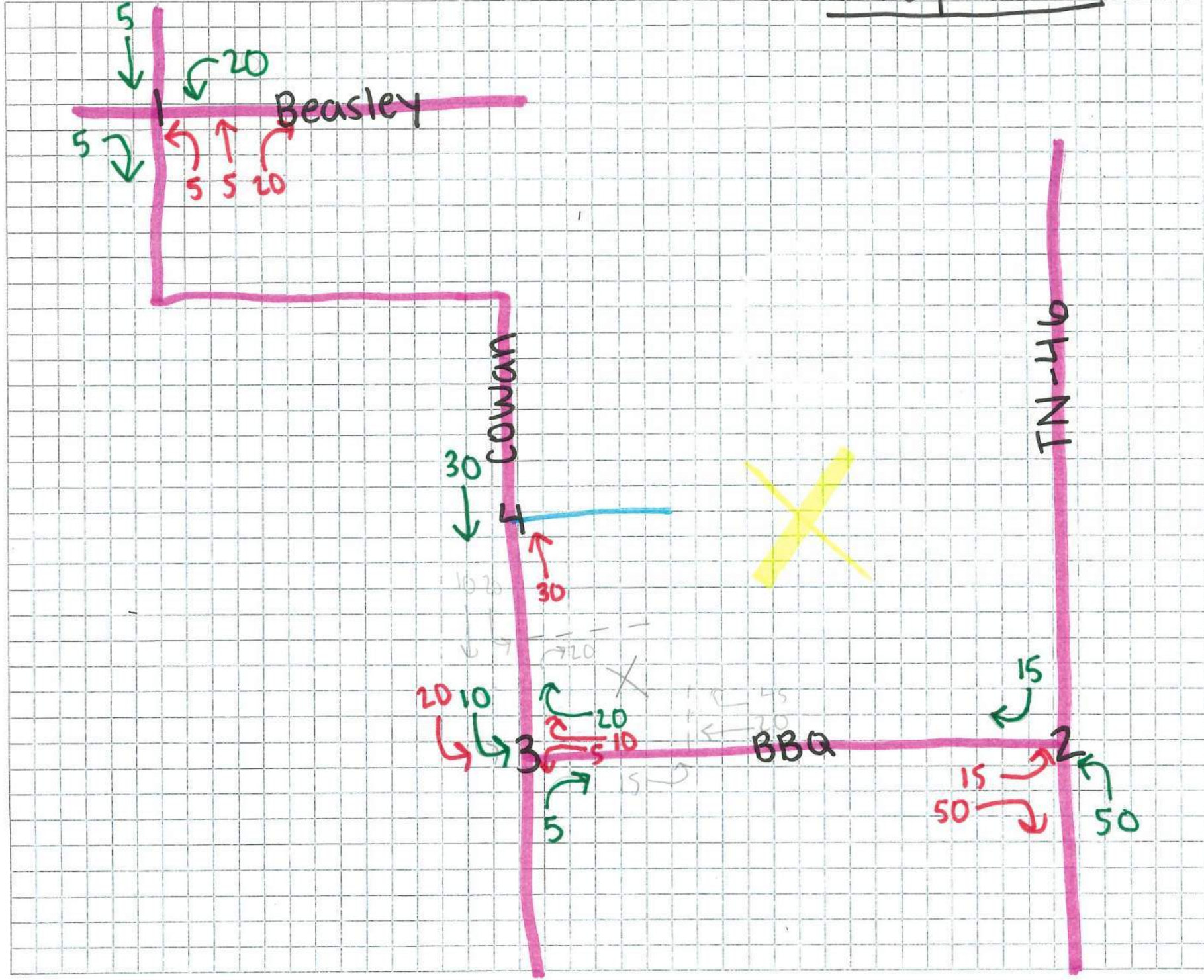
XXX - AM Peak Hour Traffic Volumes

(XXX) - PM Peak Hour Traffic Volumes

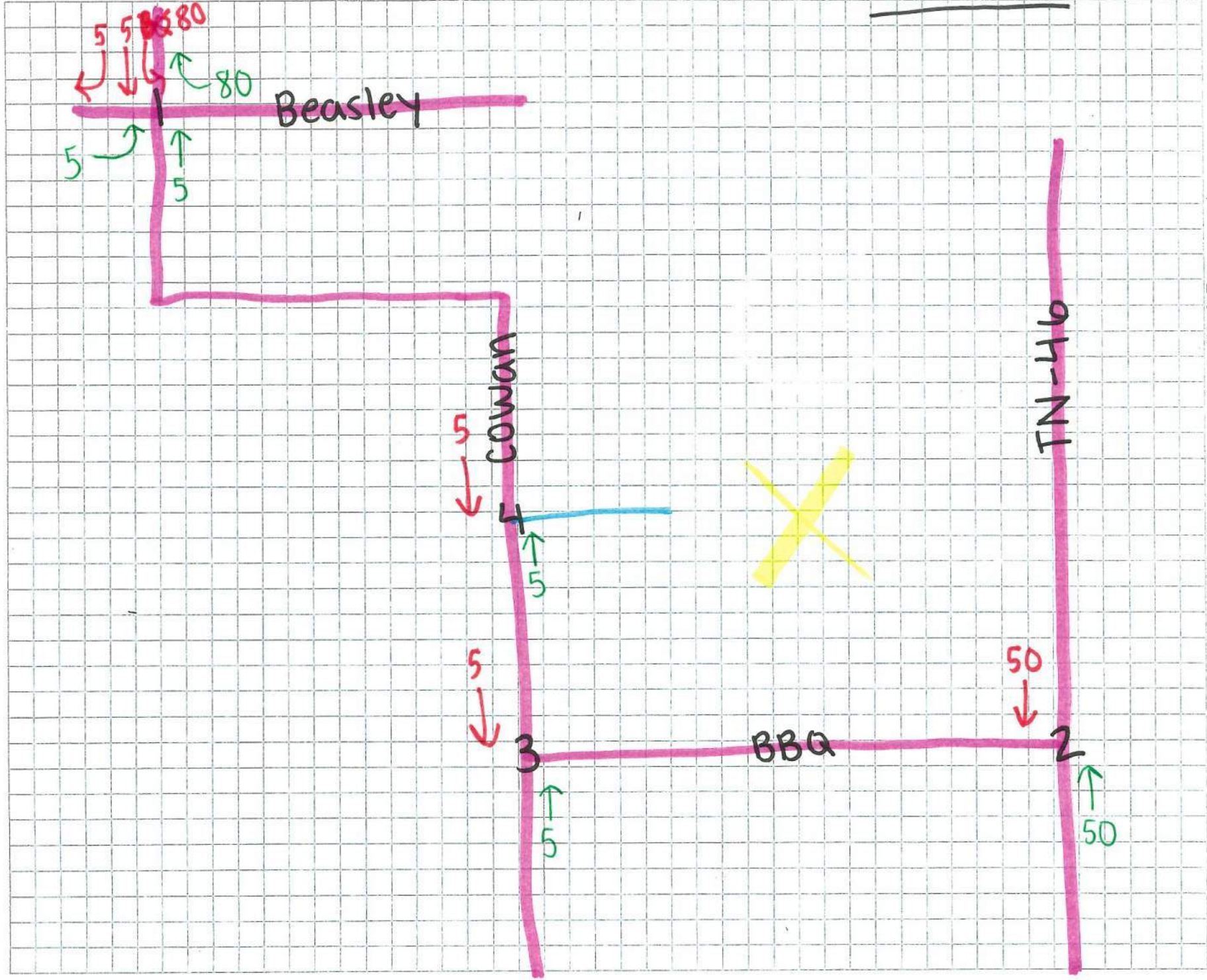


Saw mill

Piney Fork



Tennisco



CITY OF DICKSON BEER PERMIT

APPLICATION

Date: 08-29-2025

I HEREBY MAKE APPLICATION FOR A PERMIT TO SELL, STORE, MANUFACTURE OR DISTRIBUTE BEER OR OTHER BEVERAGES AUTHORIZED TO BE SOLD, STORED, MANUFACTURED OR DISTRIBUTED UNDER THE PROVISIONS OF TENNESSEE CODE ANNOTATED 57-5-101, et seq., AND DICKSON MUNICIPAL CODE TITLE 8, CHAPTER 2 AND BASE MY APPLICATION UPON THE INFORMATION PROVIDED HEREIN.

Full name of applicant (owner): Madson st Vape LLC

Applicant is (check one):

Person ☐

Partnership ☐

Corporation ☐

LLC ☒

Syndicate ☐

Association ☐

Joint-Stock Co. ☐

Other ☐

Mailing address: 402 Hwy 46 S

City/State/Zip: Dickson TN 37055

Business Location: 402 Hwy 46 S

City/State/Zip: Dickson TN 37055

Manager (if applicant is a business): Sam Simon

Address: 933 Covenant Blvd

City/State/Zip: Marietta TN 37128

Applicant Tel: 615-525-6369 Email: Sam Simon⁶¹⁵@Yahoo.com

Manager's:

Date of Birth: [REDACTED]

Social Security No. [REDACTED]

Driver's License No. [REDACTED]

Business License No. 0050364

Type of Permit Requested:

☐ Class I (on-premises only)

☐ Class IV (private club)

☒ Class II (off-premises only)

☐ Class V (growlers only)

☐ Class III (on/off-premises)

Person to receive annual privilege tax notices:

Name: Sam Simon

Address: 402 Hwy 46 S

City/State/Zip: Dickson TN 37055

Tel: 615 525 8369 Email: Sam.Simon@Yahoo.com

List all persons, firms, corporations, joint-stock companies, syndicates, partnerships or associations having at least a five percent (5%) ownership interest in the business (attach additional sheet, if needed)

Sam Simon 100% owner

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest, managers or employees of the business been convicted within the past ten (10) years of any felony involving misuse or abuse of alcohol or the illegal use of drugs, or any violation of the laws against possession, sale, manufacture for sale, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale, or possession with intent to manufacture, deliver, or sell any controlled substance that is listed in TCA § Title 39, Chapter 17, Part 2, schedules I through V, et seq., and/or any crime involving moral turpitude?

Yes _____ No ☒ (If yes, list specific charge, court and date convicted)

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest, managers or employees of the business been convicted within the past two (2) years of any misdemeanor involving the misuse or abuse of alcohol or the illegal use of drugs, including, but not limited to, driving under the influence or while impaired, public intoxication, as defined in TCA § 39-17-310, et seq., disorderly conduct when it involves the use of alcohol or the illegal use of drugs, and/or any violation of the laws against possession, sale, manufacture for sale, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale, or

possession with intent to manufacture, deliver, or sell any control substance that is listed in TCA Title 39, Chapter 17, Part 2, scheduled I through V, et seq., and/or any crime involving moral turpitude?

Yes _____ No ☒ (If yes, list specific charge, court and date convicted)

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest, managers or employees of the business been convicted within the past five (5) years of any two (2) or more misdemeanors involving misuse or abuse of alcohol or the illegal use of drugs, including, but not limited to, driving under the influence or while impaired, public intoxication, as defined in TCA § 39-17-310, et seq., disorderly conduct when it involves the use of alcohol or the illegal use of drugs, and/or any violation of the laws against possession, sale, manufacture for sale, or transportation of beer or other alcoholic beverages, or the manufacture, delivery, sale, or possession with intent to manufacture, deliver, or sell any controlled substance that is listed in TCA Title 39, Chapter 17, Part 2, schedules I through V, et seq., and/or any crime involving moral turpitude?

Yes _____ No ☒ (If yes, list specific charge, court and date convicted)

Has the prospective permit holder or anyone having at least a five percent (5%) ownership interest had a beer permit revoked, suspended or denied in the State of Tennessee?

Yes _____ No ☒ (If yes, specify date, place and reason for revocation)

Is this application for a new location?

Yes ☒ No _____ (if no, provide name and mailing address of previous permit holder)

Does applicant have any type of personal, family or business relationship or connection to the individual, business or corporation that previously or currently possesses a permit for this location?

Yes ☒ No ☐ (If yes, please explain)

Same Current owner, we just adding Beer permit to existing Business.

Does this business currently possess or will it apply for any license from the Tennessee ABC?

Possesses ☐ Will apply for ☐

Liquor by the Drink _____ Wine on Premises _____

Wine in Grocery Store _____ Other _____

Name, address and contact number for owner of property, if different from applicant.

NA

Name, address, driver's license number, Social Security number and telephone number of any manager(s) other than applicant (use additional sheet, if needed).

Name: NA Name: NA

DL: _____ DL: _____

SSN: _____ SSN: _____

Address: _____ Address: _____

City/State/Zip _____ City/State/Zip: _____

Tel: _____ Tel: _____

Will the permit be used to operate two or more restaurants or other businesses under the same permit as permitted in TCA 57-5-103(a)(4) within the same building? If yes, list the names of each business within the same building and their primary use (use additional sheet, if needed).

NO

Does your company have a training policy for employees regarding the sale of beer to minors?

Yes ☒ No ☐

If no, do you plan to implement a training policy in the future?

Yes ☐ No ☐

Is this business certified under the Responsible Vendor program through the Tennessee Alcoholic Beverage Commission?

Yes ☐ No ☒

Has this business or any employee ever had a Responsible Vendor certificate revoked, suspended or canceled by the Tennessee Alcoholic Beverage Commission?

Yes ☐ No ☒ (if yes, identify person and reason)

By my signature, I hereby certify that I understand and agree to comply with all applicable laws, statutes, codes and rules if granted a permit and am aware of the following:

1. The applicant must hold a valid City of Dickson business license to obtain a beer permit. This permit shall be displayed in a prominent place in the establishment.
2. The applicant is required to provide documentation of the Tennessee Department of Revenue certificate of sales tax registration or proof of application for such to the City.
3. A non-refundable \$250 application fee must accompany this application payable to the City of Dickson.
4. A privilege tax of \$100 is imposed on the business effective January 1 and each successive January 1 payable to the City of Dickson. In the case of a new permit, the permit holder shall pay the tax on a prorated basis for each month remaining until the next tax payment date.
5. No person, firm, corporation, joint-stock company, syndicate, or association having at least a five percent (5%) ownership interest in the applicant has been convicted of any violation of the laws specified in this application within the past ten (10) years.
6. No beer will be sold except at places where such sale will not cause congestion of traffic or interference with schools, churches, or places of public gathering, or otherwise interfere with public health, safety and morals.
7. All sales will conform to the class of permit issued. Any desire to change the class of permit will require a new application.
8. No sale shall be made to minors. Permit holder accepts responsibility for any prohibited sales made by employees.

9. A permit holder shall be required to amend or supplement its application promptly if a change in circumstances affects the responses provided in its application.
10. The permit holder must return the permit to the City of Dickson within fifteen (15) days of termination of the business, change in ownership, relocation of the business or change of the business's name; provided, that notwithstanding the failure to return a beer permit, the permit shall expire on termination of the business, change of ownership, relocation of the business or change in the business's name.
11. The beer board shall have the power to revoke or suspend a beer permit when the holder thereof is guilty of making a false statement or misrepresentation in the application, for failure to pay the privilege tax in a timely manner or for any violation of law, statute or ordinance following a hearing.
12. Where a permit has been refused, the applicant shall not be allowed to apply again for a permit on the same premises until after the expiration of a twelve (12) month period.
13. I have read and am familiar with the provisions of Title 8 Chapter 2 of the City of Dickson Municipal Code entitled "Beer."

The signing of this application acknowledges that I am aware of the laws prohibiting the sale of beer to minors and that I will comply with all provisions and restrictions as outlined.

X

Am Simon

Signature of Applicant/Owner (or Authorized Corporate Officer)

Sworn to and subscribed before me this 5th day of Sept. 2025

Chelsey L. Brown

Notary Public

My Commission Expires: NOV. 26, 2028



DRIVER LICENSE



Sam Rezk

DUP

USA
TN

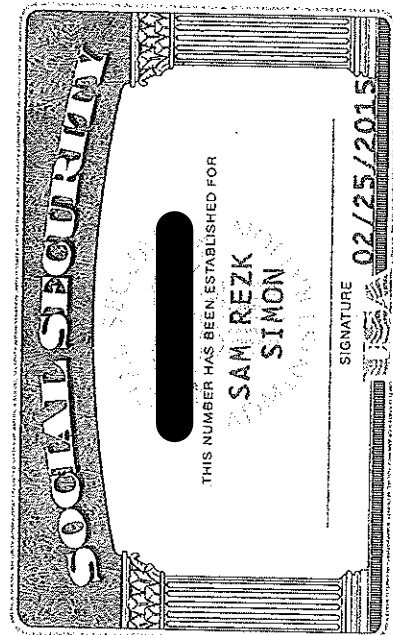
CHRYSTIAN, L. J. W. R.

DL N [REDACTED] DOB [REDACTED]
EXP 10/07/2021 ISS 08/02/2021
CLASS D END NONE
REST NONE
SEX M HGT 5'-05" EYES GRN
DD 3402108021134987



SIMON
SAM REZK
933 COVENANT BLVD

MURFREESBORO, TN 37128



FILE
K
GO



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Certificate of Registration

February 14, 2023

MADISON ST VAPE LLC DBA DICKSON VAPE &
SMOKE
402 HIGHWAY 46 S
DICKSON TN 37055-2525

Letter ID: L0591396736
Account ID: 1001965512-SLC
Account Type: Sales and Use Tax

The above named taxpayer has filed an application for sales and use tax registration for the place of business at the below referenced location address. The Tennessee Department of Revenue issued this Certificate of Registration in accordance with Tenn. Code Ann. §§ 67-6-601 and 67-6-602. The Certificate of Registration must be publicly displayed at the location address for which it is issued. The tax account number and location number on this certificate are used by the Department to identify your account and must be shown on all correspondence and reports. The certificate is not assignable and is valid only for the above referenced taxpayer and for transactions of business for this registration. **In accordance with Tenn Code Ann. § 67-6-607, it is a Class C misdemeanor for any person to misuse a Certificate of Registration for the purpose of obtaining taxable property without the payment of sales or use tax when it is due. Such wrongful use is grounds for the Commissioner to revoke the taxpayer's Certificate of Registration.**

Tax Returns

All sales and use tax returns must be filed and associated tax payments made electronically to the Department. Taxpayers may do this at <https://tntap.tn.gov/eservices/>. Taxpayers should file the sales and use tax return according to their filing frequency on the 20th day of the month following the reporting period. If your business opens after the 20th of the month, you may report sales made during the remaining days of the month with the next reporting period. In order to avoid penalty and interest charges, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period. Taxpayers should always file a return for their business, even if they do not make any sales during a reporting period.

Detach here and display in public area



Tennessee Department of Revenue
Certificate of Registration
Sales and Use Tax

MADISON ST VAPE LLC DBA DICKSON VAPE &
SMOKE
402 HIGHWAY 46 S
DICKSON TN 37055-2525

Effective Date: August 1, 2021
Account No.: 1001965512-SLC
Location No.: 1001452202
Filing Status: Monthly

David Gerregano
Commissioner of Revenue



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

MADISON ST VAPE LLC DBA DICKSON VAPE &
SMOKE
402 HIGHWAY 46 S
DICKSON TN 37055-2525

Letter ID: 10094295680
Effective Date: August 1, 2021
Account ID: 1001965512-SLC
Account Type: Sales and Use Tax
Location ID: 1001452202
Location Address:
MADISON ST VAPE LLC DBA DICKSON VAPE
& SMOKE
402 HIGHWAY 46 S
DICKSON TN 37055-2525

Sales and Use Tax Certificate of Resale

The above named taxpayer has been granted authority in accordance with Tenn. Code Ann. 5-67-6-102 and Tenn. Comp. R. & Regs. 1320-05-01-.62 and 1320-05-01-.68 to make purchases intended for subsequent resale without payment of sales or use tax. Any merchandise or other taxable item purchased without the payment of tax upon this resale certificate that is used or consumed in any manner by the taxpayer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

The supplier must maintain a file copy as evidence of the sales tax exemption. Later purchases do not require the submission of additional copies.

Seller's Name

Seller's Address (City & State)

I, _____, as an authorized representative of the taxpayer, certify that the products or services purchased are intended for subsequent resale by the purchaser for the following reason:

- ☐ resale of the tangible personal property, taxable service, taxable amusement, or taxable digital product
- ☐ rental or leasing of the tangible personal property
- ☐ a component part of a manufactured, assembled, processed or refined finished product that is for resale

Under penalty of perjury, I affirm this to be a true and correct statement.

Print Name of Authorized Representative

Signature of Authorized Representative

Date

CITY OF DICKSON

600 EAST WALNUT STREET
DICKSON, TENNESSEE 37055
www.cityofdickson.com

DON L. WEISS JR., O.D.
MAYOR

TEL: (615) 441-9508
FAX: (615) 446-4806

WAIVER AGREEMENT AND STATEMENT FOR CRIMINAL HISTORY CHECKS

This form must be completed and signed by every applicant for a beer permit from the City of Dickson to include every officer or each person who has at least a five (5) percent interest in said business for whom criminal history records are requested by the City of Dickson.

I hereby authorize the City of Dickson, Tennessee, to submit a set of fingerprints through the Tennessee Bureau of Investigation vendor and this form to the TBI for the purpose of accessing and reviewing Tennessee and national criminal history that may pertain to me directly from the Federal Bureau of Investigation (FBI). By signing this Waiver Agreement, it is my intent to authorize the dissemination of any national criminal history record that may pertain to me to the City of Dickson, with which I am applying for a beer permit.

I understand that, until the criminal history background check is completed, the City of Dickson Beer Board will not approve the issuance of a permit to sell beer. I further understand that, upon request, the City of Dickson will provide me with a copy of the criminal history background report, if any, that the City of Dickson receives on me and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I may obtain a prompt determination as to the validity of my challenge before the Beer Board makes a final decision on my application for a beer permit. I further understand that information reported in the criminal history background check can be grounds for refusal to approve a beer permit.

A national criminal history background check on me is being requested by:
City of Dickson, 600 East Walnut Street, Dickson, Tennessee 37055
for the purpose of applying for a beer permit.

I ☐ have **OR** ☒ have not been convicted of a crime (**check one**).

If convicted, describe the crime(s) and the particulars of the conviction(s):

I am currently applying for a permit to sell beer within the City of Dickson in compliance with all requirements of the Dickson Municipal Code. This form is to be completed by each officer or person with a five (5) percent or more interest in the applying business.

Signature: Sam Simon

Date: 08-29-2025

Printed Name: Sam Simon

Date of Birth: [REDACTED]

Home Address: 933 Covenant Blvd

City/State/Zip: Memphis TN 37128

Business Address: 402 Hay 465

City/State/Zip: Dickson, TN 37055

Phone: 615-525-6369

City of Dickson

600 East Walnut Street
Dickson, Tennessee 37055
615-441-9508
Fax: 615-446-4806

Recorder Chris Norman
cnorman@cityofdickson.com

ORIGINAL MUST BE RETAINED BY THE CITY OF DICKSON
COPY MUST BE SUBMITTED TO THE TBI



TENNESSEE BUREAU OF INVESTIGATION

Truth • Bravery • Integrity

"That Guilt Shall Not Escape Nor Innocence Suffer"

TAPS

The email will be sent to: 'cnorman@cityofdickson.com'

TAPS - No Indication

Applicant Information

Name SIMON, SAM REZK
Race W
Sex M
Date of Birth [REDACTED]
Place of Birth EY
Eye Color BRO
Hair Color BLK
Height 505
Weight 174
SSN / SOC [REDACTED]
Address 933 COVENANT BLVD
MURFREESBORO TN, 37128

Employer Information

Employer
Address

Agency Information

Agency THE CITY OF DICKSON
ORI TN920745Z
Address 600 EAST WALNUT STREET
DICKSON , TN 37055
Phone 615-441-9508
OCA

Transaction Information

Transaction Number 25T177365
State AFIS TCR 99U001739276
FBI AFIS TCR E2025258000000365013
Transaction Type TAPS - Beer Permit
Result TAPS - No Indication
Date Received 9/15/2025 3:31:36 PM
Last Status Update 9/16/2025 7:06:36 AM

Emails

[Send to Agency Email](#)

Date
9/17/2025 9:32:19 AM

Subject




DICKSON POLICE DEPARTMENT

Seth Lyles, Chief of Police

slyles@cityofdickson.com

MEMO

TO: Mayor Weiss 
FROM: Seth Lyles, Chief of Police
DATE: September 18, 2025
Re: Background Check

I have conducted a local background check on the following individual with no previous record.

Sam Rezk Simon 

FOR OFFICIAL USE ONLY

Application Fee: 250⁰⁰ Date Paid: 9/5/25 Check No.: 123

Privilege Tax: _____ Date Paid: _____ Check No.: _____

Zoning Classification for Location: B-3 Verified by: [Signature]

Date Background Check Received from Dickson Police Department: 9/18/25

Date Background Check Received from Tennessee Bureau of Investigation: 9/17/25

Date Beer Permit Application Presented to City of Dickson Beer Board: 10/6/25

Approved _____ Denied _____ Deferred _____

Other _____

Chris Norman, Recorder

City of Dickson Beer Permit Application Checklist:

Required to be completed and submitted by applicant(s):

- ☒ Complete and Notarized Application
- ☐ N/A Provide Survey From Licensed Surveyor (if one is required)
- ☒ Copy of Driver's License (or Other Government Issued Identification)
- ☒ Copy of Social Security Card (or Other Government Issued Identification)
- ☒ Copy of Sales and Use Certificate or Proof of Application
- ☒ Copy of City of Dickson Business License
- ☒ Payment of \$250.00 Non-refundable Application Fee
- ☐ N/A Copy of Menu (required of Class I and Class III Permits)
- ☒ TBI Background Check and Fingerprinting Completed
- ☒ Building meets all municipal building codes and a Certificate of Occupancy (C.O.) has been issued by the City of Dickson Planning and Zoning Department

RESOLUTION #2025-71

**A RESOLUTION TO APPROVE A PROPOSAL FOR PROPERTY & CRIME,
LIABILITY AND WORKERS COMPENSATION INSURANCE POLICIES FOR 2026
WITH PUBLIC ENTITY PARTNERS WITH MORRISON & FUSON INSURANCE
AGENCY, INC. AS AGENT OF RECORD**

WHEREAS, the City of Dickson maintains Property & Crime, Liability and Workers Compensation insurance policies to protect the assets and employees of the City; and

WHEREAS, the policies are due to be renewed by Jan. 1, 2026, to be effective for the 2026 calendar year; and

WHEREAS, Morrison & Fuson Insurance Agency, Inc., serving as the city's agent of record, has prepared and recommended a proposal for such policies through Public Entity Partners, attached as an exhibit hereto.

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

SECTION 1. Morrison & Fuson Insurance Agency, Inc. is authorized to serve as the Agent of Record for the City of Dickson, Tennessee, for 2026.

SECTION 2. The Insurance Proposal for the City of Dickson, Tennessee, prepared by Morrison & Fuson Insurance Agency, Inc. for 2026 with coverage through Public Entity Partners attached hereto is hereby approved and accepted.

SECTION 3. The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute all documents necessary for the implementation of said insurance policies.

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

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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

**AN INSURANCE PROPOSAL
PREPARED FOR:**

City of
Dickson
Tennessee

PRESENTED BY:

THOMAS M. FUSON, JR.

— EST. 1908 —
MORRISON

& FUSON
INSURANCE AGENCY, INC.

October 6, 2025

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages.

PROPERTY LOCATION LISTING

Location		Occupancy
1	202 SOUTH MAIN STREET	MUNICIPAL BUILDING, FLAGPOLE, GENERATOR
2	101 CHURCH STREET	FIRE HALL #1, FLAGPOLE, GENERATOR
3	1104 COLUMBIA ROAD	FIRE HALL #2, FLAGPOLE, GENERATOR
4	206 WEST WALNUT STREET	LEASED OFFICE SPACE
5	200 RAY STREET	CEMETARY OFFICE
6	200 CENTER AVENUE	WAR MEMORIAL BUILDING/CHAMBER OF COMMERCE, 3 FLAGPOLES
7	100 PAYNE SPRINGS ROAD	SENIOR CITIZENS STORAGE BLDG
8	CLIFTON PARK DRIVE	FLEET MAINTENANCE BLDG
9	CLIFTON PARK DRIVE	STORAGE BUILDING
10	151 CLIFTON PARK DRIVE	STREET DEPT EQUIPMENT SHED
11	LAKE PARK DRIVE	LAKEVIEW PAVILION/RESTROOMS
12	HIGHWAY 70 WEST	BUCKNER PARK SOCCER PAVILION/RESTROOMS
13	HIGHWAY 70 WEST	ROTARY BLDG
14	HIGHWAY 70 WEST	BUCKNER PARK BATH HOUSE – DELETED 6/13/2024
15	HIGHWAY 70 WEST	BUCKNER PARK PUMP HOUSE – DELETED 6/13/2024
16	HIGHWAY 70 WEST	BUCKNER PARK POLICE FIRING RANGE BLDG
17	TENNSCO DRIVE	TENNSCO SOFTBALL CONCESSION/RESTROOMS/PAVILION
18	199 UPPER LAKE DRIVE	BUCKNER PARK SWIMMING POOL/SLIDE – DELETED 10/25/2023
19	SEXTON DRIVE	CEMETERY SHED – DELETED 10/25/2023
20	HIGHWAY 70 WEST	BUCKNER PARK FIELDS 5&6 RESTROOM/CONCESSION/PAVILLION
21	CLIFTON PARK DRIVE	STREET DEPT SALT BIN

PROPERTY LOCATION LISTING

22	201 CHESTNUT STREET	WATER & SEWER BLDG, WATER AUTHORITY-DELETED 10/25/13
23	FRANK CLEMENT DRIVE/CENTER AVENUE	HOLLAND PARK PAVILION/FOUNTAIN/FENCING
24	HIGHWAY 70 WEST	BUCKNER PARK FIRING RANGE STORAGE BLDG
25	HIGHWAY 70 WEST	BUCKNER PARK FIRING RANGE STORAGE BLDG
26	HIGHWAY 70 WEST	BUCKNER PARK SWIMMING POOL TOOL SHED- DELETED 10/25/2024
27	CLIFTON PARK DRIVE	STREET DEPT STORAGE SHED
28	CLIFTON PARK DRIVE	STREET DEPT PARKING SHED
29	CLIFTON PARK DRIVE	PUBLIC WORKS DEPT BLDG
30	WALNUT STREET	STEAM ENGINE PAVILION
31	I-40 AND HIGHWAY 46	TRAFFIC SIGNAL EQUIPMENT
32	HIGHWAY 46 AND CHRISTY DRIVE	TRAFFIC SIGNAL EQUIPMENT
33	HIGHWAY 46 AND POMONA ROAD	TRAFFIC SIGNAL EQUIPMENT
34	HIGHWAY 46	OAKMONT SCHOOL ZONE BLINKING LIGHTS
35	HIGHWAY 46 AND BEASLEY DRIVE AND SKYLINE CIRCLE	TRAFFIC SIGNAL EQUIPMENT
36	HIGHWAY 46 AND WALNUT STREET	TRAFFIC SIGNAL EQUIPMENT
37	HIGHWAY 46 AND COLLEGE STREET	TRAFFIC SIGNAL EQUIPMENT
38	HIGHWAY 46 (MATHIS DRIVE) AND HENSLEE DRIVE BYPASS	TRAFFIC SIGNAL EQUIPMENT
39	HENSLEE DRIVE BYPASS AND PLAZA DRIVE	TRAFFIC SIGNAL EQUIPMENT
40	HENSLEE DRIVE BYPASS AT HIGHWAY 70	THE DISCOVERY SCHOOL ZONE BLINKING LIGHTS
41	HENSLEE DRIVE BYPASS AND HIGHWAY 70	TRAFFIC SIGNAL EQUIPMENT
42	LUTHER ROAD AND SUNSET DRIVE	BLINKING STOP LIGHTS – DELETED 10/25/2022
43	HIGHWAY 70 EAST AND HUMMINGBIRD LANE	TRAFFIC SIGNAL EQUIPMENT

PROPERTY LOCATION LISTING

44	HIGHWAY 70 EAST AND HIGHWAY 96	TRAFFIC SIGNAL EQUIPMENT
45	BLUE ROAD AND ROBINSON DRIVE	BLINKING TRAFFIC SIGNAL EQUIPMENT – DELETED 10/25/2021
46	HENSLEE BYPASS AND SPRING AND PUMPHILL	TRAFFIC SIGNAL EQUIPMENT
47	HENSLEE BYPASS AND HIGHWAY 48	TRAFFIC SIGNAL EQUIPMENT
48	HENSLEE BYPASS AND NORTH CHARLOTTE STREET	TRAFFIC SIGNAL EQUIPMENT
49	HENSLEE BYPASS	DICKSON COUNTY HIGH SCHOOL ZONE BLINKING LIGHTS – DELETED 10/25/2023
50	HENSLEE BYPASS AND HWY 46 (YELLOW CREEK RD) AND WEND AVE	TRAFFIC SIGNAL EQUIPMENT
51	HENSLEE BYPASS AND PICKETT STREET	BLINKING TRAFFIC SIGNAL EQUIPMENT
52	HENSLEE BYPASS AND WEAVER DRIVE AND BEASLEY DRIVE	TRAFFIC SIGNAL EQUIPMENT
53	CENTER AVENUE (HIGHWAY 48) AND BEASLEY DRIVE	TRAFFIC SIGNAL EQUIPMENT
54	CENTER AVENUE (HIGHWAY 49) NEAR BEASLEY DRIVE	FLASHING TRAFFIC SIGNAL EQUIPMENT
55	BEASLEY DRIVE AND COWAN ROAD	TRAFFIC SIGNAL EQUIPMENT
56	MAIN STREET AND COLLEGE STREET	TRAFFIC SIGNAL EQUIPMENT-DELETED 10/25/2013
57	COLLEGE STREET AND CHURCH STREET	TRAFFIC SIGNAL EQUIPMENT-DELETED 10/25/2016
58	COLLEGE STREET AND ACADEMY STREET	TRAFFIC SIGNAL EQUIPMENT-DELETED 10/15/2016
59	COLLEGE STREET	MIDDLE SCHOOL ZONE FLASHING LIGHTS
60	WALNUT STREET AND COWAN ROAD	TRAFFIC SIGNAL EQUIPMENT
61	WALNUT STREET AND CENTER AVENUE	TRAFFIC SIGNAL EQUIPMENT
62	WALNUT STREET AND SOUTH MAIN STREET	TRAFFIC SIGNAL EQUIPMENT
63	WALNUT STREET AND SOUTH CHARLOTTE	TRAFFIC SIGNAL EQUIPMENT
64	WALNUT STREET AND MCKENZIE STREET	DICKSON ELEMENTARY SCHOOL ZONE BLINKING LIGHTS
65	299 BRUCE DRIVE	BUCKNER PARK MAINTENANCE BUILDING

PROPERTY LOCATION LISTING

66	BRUCE DRIVE	BUCKNER PARK STORAGE BUILDING
67	UPPER LAKE DRIVE	BUCKNER PARK BALL FIELD #1 LIGHTING & FENCING
68	UPPER LAKE DRIVE	BUCKNER PARK BALL FIELD #2 LIGHTING & FENCING
69	UPPER LAKE DRIVE	BUCKNER PARK BALL FIELD #3 LIGHTNING & FENCING
70	UPPER LAKE DRIVE	BUCKNER PARK BALL FIELD #4 LIGHTING & FENCING
71	UPPER LAKE DRIVE	BUCKNER PARK PALL FIELD #5 LIGHTING & FENCING
72	UPPER LAKE DRIVE	BUCKENER PARK BALL FIELD #6 LIGHTING AND FENCING
73	UPPER LAKE DRIVE	BUCKNER PARK FOOTBALL/SOCCER FIELD LIGHTING & FENCING
74	200 BUCKNER PARK DRIVE	BUCKNER PARK TENNIS COURT LIGHTING & FENCING
75	UPPER LAKE DRIVE	BUCKNER PARK FIELD #1 BLEACHERS
76	UPPER LAKE PARK	BUCKNER PARK PLAYGROUNG EQUIPMENT
77	TENNSCO DRIVE	TENNSCO PARK BALL FIELD #1 LIGHTING & FENCING
78	TENNSCO DRIVE	TENNSCO PARK BALL FIELD #2 LIGHTING & FENCING
79	TENNSCO DRIVE	TENNSCO PARK BALL FIELD #3 LIGHTING & FENCING
80	TENNSCO DRIVE	TENNSCO PARK BALL FIELD #4 AND BASKETBALL COURT LIGHTING
81	TENNSCO DRIVE	TENNSCO PARK PLAYGROUND EQUIPMENT-DELETED 10/25/2024
82	600 EAST WALNUT STREET	CITY ADMINISTRATIVE OFFICES, FLAGPOLE
83	600 EAST WALNUT STREET	TRUCK PARKING SHED GARAGE, FENCING
84	600 EAST WALNUT STREET	TRUCK PARKING GARAGE
85	LAKE PARK DRIVE	LAKEVIEW PARK PLAYGROUND
86	827 PROMISE LAND ROAD	CONTROL BUILDING, TOWER W/FENCE
87	202 SOUTH MAIN	TOWER-DELETED 10/25/2024

PROPERTY LOCATION LISTING

88	88 HARPETH RIDGE	TOWER-DELETED 10/25/2024
89	213 BRUCE DRIVE	PARK OFFICE
90	HIGHWAY 70 @ BUCKNER PARK	BUCKNER PARK TOWER W/GENERATOR & CONTROL BUILDING
91	201 W CHESTNUT STREET	E 911 BUILDING INCLUDING TOWER
92	UPPER LAKE DRIVE	BUCKNER PARK ROTARY CONCESSION/RESTROOM/SCORER'S BOX
93	I-40 EAST AND HIGHWAY 46	TRAFFIC SIGNAL
94	HWY 46 & THORNTON DRIVE	TRAFFIC SIGNAL EQUIPMENT
95	JACKSON BROTHERS BLVD & HWY 46	TRAFFIC SIGNAL EQUIPMENT
96	LIVESTOCK RD & HWY 46	TRAFFIC SIGNAL EQUIPMENT
97	OAKMONT DR & HWY 46	TRAFFIC SIGNAL EQUIPMENT
98	207 WATER STREET	POLICE AND FIRE STORAGE BUILDING-DELETED:10/25/2019
99	800 HWY 70 WEST	OFFICE SPACE (OLD CLUB HOUSE) ONLY BUILDING AT THIS LOCATION-DELETED:10/25/2019
100	800 HWY 70 WEST	DOG PARK FENCING/BENCHES
101	UPPER LAKE DRIVE	BUCKNER PARK CONCESSION STAND
102	151 SOCCER DRIVE	BUCKNER PARK SOCCER FIELD LIGHTING/FENCING/BENCHES/GOALS
103	I-40 / HIGHWAY 46 INTERCHANGE	INTERSTATE HIGH MAST LIGHTING
104	HIGHWAY 46 / LEWIS HOLLOW ROAD	TRAFFIC SIGNAL EQUIPMENT
105	THORTON DRIVE / BEASLEY DRIVE	TRAFFIC SIGNAL EQUIPMENT
106	VARIOUS LOCATIONS ON MAIN STREET/COLLEGE STREET/DOWNTOWN/WAR MEMORIAL BUILD	DECORATIVE STREET LIGHTING
107	116 TENNSCO DRIVE	LESTER SPEYER COMMUNITY RECREATION CENTER
108	100 PAYNE SPRINGS ROAD	NEW SENIOR CITIZENS BUILDING, FLAGPOLE
109	200 W. WALNUT STREET	IT SUPPORT OFFICE
110	200 E. COLLEGE STREET	SKATE PARK/LIGHTING/SUNSHADE
111	800 HWY 70 W @ HENSLEE PARK	SPLASH PAD, PLAYGROUND W/SYNTHETIC TURF, RESTROOM, PAVILION, FENCING

PROPERTY LOCATION LISTING

112	2579 HIGHWAY 70 EAST	FIRE HALL #3, FENCING, GENERATOR
113	HENSLEE DRIVE @ DICKSON CO HIGH SCHOOL	TRAFFIC SIGNAL EQUIPMENT
114	HIGHWAY 46 & CRESTVIEW DRIVE	TRAFFIC SIGNAL EQUIPMENT
115	FRANK CLEMENT DRIVE @ CENTER AVENUE	HOLLAND PARK WALKING TRACK LIGHTING
116	800 HIGHWAY 70 WEST	TENNIS COURT STORAGE BUILDING
117	TENNSCO DRIVE	TENNSCO PARK FIELD #1 CONCESSION STAND/RESTROOM
118	UPEER LAKE DRIVE	BUCKNER PARK FIELD #3 PLAYGROUND
119	UPPER LAKE DRIVE	BUCKER PARK ROTARY PAVILION
120	PEELER DRIVE	FOOTBALL EQUIPMENT STORAGE BUILDING

PROPERTY INSURANCE POLICY OUTLINE

CAUSE OF LOSS FORM USED: SPECIAL CAUSE OF LOSS

PRM#	BLD#	SUB. OF INS.	AMOUNT	DED.	VALUATION
ALL	ALL	Blanket Limit	\$63,165,827	\$ 5,000	Replacement Cost
ALL	ALL	A-Building and Personal Property	\$57,217,046	\$5,000	Replacement Cost
ALL	ALL	B-Electronic Data Processing Equipment	\$693,516	\$250	Replacement Cost
ALL	ALL	C-Mobile Equipment	\$3,255,265	\$250	
ALL	ALL	D-Equipment Breakdown	\$62,472,311	\$5,000	
		1. Newly Acquired Property	\$500,000		
		2. Expediting Expenses	\$500,000		
		3. Hazardous Substances	\$250,000		
		4. Ammonia Contamination	\$250,000		

Coverage E – Automatic Coverages:

1) Flood (Per Occurrence and Annual Aggregate)*	\$ 1,000,000*
2) Earthquake (Per Occurrence and Annual Aggregate)	\$ 5,000,000
3) Newly Acquired Property	\$ 1,500,000
4) Loss of Revenue	\$ 250,000
5) Extra Expense	\$ 500,000
6) Rental Values	\$ 500,000
7) Property in the Course of Construction	\$ 500,000
8) Expediting Expenses	\$ 250,000
9) Property in Transit	\$ 250,000
10) Increased Cost of Construction	\$ 500,000
11) Demolition Cost	\$ 500,000
12) Debris Removal	\$ 500,000
13) Consequential Loss	\$ 500,000
14) Leasehold Interest	\$ 500,000
15) Valuable Papers and Records	\$ 250,000
16) Accounts Receivable	\$ 250,000
17) Electronic Data Processing – Media and Software	\$ 187,000
18) Fine Arts	\$ 50,000
19) Personal Effects	\$ 50,000
20) Pollutant Cleanup and Removal	\$ 50,000
21) Terrorism (Per Occurrence & Annual Aggregate)	\$ 500,000

Coverage E – Automatic Coverages Continued:

22) Environmental Impact Recertification	See Policy
23) Protection and Preservation of Property	\$ 50,000
24) Vandalism of Natural Grass Athletic Fields	\$100,000

Deductibles:

Coverage A – Buildings and Personal Property	\$5,000	Per Occurrence
Coverage B – Electronic Data Processing Equipment	\$ 250	Per Occurrence
Coverage C – Mobile Equipment	\$ 250	Per Occurrence
Coverage D – Equipment Breakdown	\$5,000	Per Occurrence
Coverage E – Automatic Coverage	\$5,000	Per Occurrence

PREMIUM

Total Property Premium	<u>\$104,937.00</u>
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*If any flood occurs within the 100 year Flood Zone A, this coverage will be excess of the National Flood Insurance Program (NFIP) or the maximum available limits whether purchased or not of \$500,000 limit for each building, \$500,000 limit for personal property, and \$250,000 limit of loss of revenue and extra expense.

MOBILE EQUIPMENT SCHEDULE

Insured: City of Dickson
Insurer: Public Entity Partners
Policy Term: 10/25/2025 to 10/25/2026

1	MOBILE EQUIPMENT WITH PER ITEM VALUES LESS THAN \$50,000 (Unless Scheduled Below)		1,928,800
	DESCRIPTION	SERIAL NUMBER	VALUE
2	DRESSER 5156 WHEEL LOADER		60,520
3	PAVER-BLOW-KNOX MODEL P12181		220,078
4	CASE BACKHOE 580M2		63,194
5	14' DEFENDER 4030 PVC/ 25 HP MERCURY	CN-DEI00762A313	8,000
6	NRS OTTER 140 SELF BAILING RAFT	W5I20850E313	4,000
7	NEW HOLLAND E55BX MINI EXCAVATOR		62,362
8	NEW HOLLAND COMPACT EXCAVATOR		66,341
9	ELGIN PELICAN 3 WHEEL BROOM		154,512
10	DJI PHANTOM 4	07DDE819FR	2,500
11	30 SCBA'5/60 CYLINDERS & EQUIP		220,630
12	JOHN DEERE 6110M TRACTOR W/ BOOM MOWER	73317/8228	122,883
13	JOHN DEERE 6110M TRACTOR W/ BOOM MOWER	73282/8236	122,883
14	DJI MAVIC PRO	08QUE6R00100AF	1,500
15	2022 JOHN DEERE 3110 TRACTOR W/ BOOM MOWER	31813/22316	107,437
16	2022 NEW HOLLAND TRACK LOADER	NNM413350	55,125
17	DRUG DOG - MENA		11,000
18	DRUG DOG - MILA		11,000
19	K9 - PESO		12,000
20	K9 - Viktor		14,500
21	SRE DS420AL	DS42AL-2201002	3,000
22	SRE DS420AL	DS42AL-2105008	3,000
TOTAL SCHEDULE			1,326,465
TOTAL ALL			3,255,265

COMMERCIAL CRIME PROPOSAL OUTLINE

Insured: City of Dickson

Insurer: Public Entity Partners

Policy Term: 10/25/2025 to 10/25/2026

COVERAGES	LIMIT	DED.
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INSURING AGREEMENTS:

Coverage A - Employee Dishonesty Per Loss	\$150,000	\$1,000
Coveraeg B - Forgery or Alteration	\$150,000	\$1,000
Coverage C - Theft, Disappearance and Destruction	\$150,000	\$1,000
Coverage D - Computer Fraud	\$150,000	\$1,000

COVERAGE ENDORSEMENTS:

Employee Dishonesty – Per Loss Coverage Part A

Forgery or Alteration Coverage Part B

Theft, Disappearance and Destruction Coverage Part C

Computer Fraud Coverage Part D

Money Order and Counterfeit Paper Currency Endorsement

ANNUAL PREMIUM:	<u>\$ 74.00</u>
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COMMERCIAL GENERAL LIABILITY PROPOSAL OUTLINE

Insured: City of Dickson

Insurer: Public Entity Partners

Policy Term: 10/25/2025 to 10/25/2026

COVERAGE WRITTEN ON: Claims – Made Form

COVERAGE

LIMITS

COVERAGE A-GENERAL LIABILITY AND COVERAGE B-PESONAL INJURY LIABILITY

Bodily Injury or Personal Injury as Limited by Tort Liability Act	\$ 300,000	Per Person
Bodily Injury or Personal Injury as Limited by Tort Liability Act	\$ 700,000	Per Occurrence
Property Damage as Limited by Tort Liability Act	\$ 100,000	Per Occurrence
Each Other Loss *	\$1,000,000	Per Occurrence*
Catastrophic Medical Expenses for Bodily Injury	\$ 500,000	Per Person or
	\$1,000,000	Per Occurrence
Medical Expense	\$ 1,000	Per Person and
	\$ 10,000	Per Accident
Fire Damage	\$ 100,000	Per Occurrence
Impounded Property or Commandeered Property Damage	\$ 100,000	Per Occurrence
Non-Monetary Defense Costs	\$ 100,000	Per Occurrence
Coverage C – Errors or Omissions Liability	\$1,000,000	Per Occurrence
For Non-Monetary Defense Costs	\$ 100,000	Per Occurrence
Privacy/Network Liability	\$1,000,000	Per Occurrence
	\$1,000,000	Aggregate
Employee Benefits/Fiduciary Liability	\$1,000,000	Per Occurrence
RETROACTIVE DATE	6/15/1987	

*Excess limits over \$1,000,000 are available upon request.

Deductibles:

Coverages A and Coverage B:

General Liability and Personal Injury Liability \$5,000 Per Occurrence

Coverage A and Coverage B:

Law Enforcement General Liability and Personal Injury Liability \$5,000 Per Occurrence

Coverage C:

Errors or Omissions Liability \$5,000 Per Occurrence

COVERAGES INCLUDED:

Premises/Operations (B)

Products/Completed Operations (C)

Independent Contractors

Personal/Advertising Injury (G)

Medical Payments (D)

Contractual Liability

Fire Damage Legal Liability (E)

Employees as Additional Insured

Host Liquor Liability

Incidental Medical Malpractice Liability

Broad Form Property Damage Liability

Non-Owned Watercraft Liability (Under 26 Feet)

Limited Worldwide Products Liability

Extended Bodily Injury Liability (Assault and Battery)

Endorsements:

Additional Named Insured Endorsement

Exclusion Endorsement – Dickson Electric System & Dickson Water Authority

Unmanned Aerial Systems Coverage Endorsement

Employment Practice Liability Coverage:

Per Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Deductible	
Per Occurrence	\$5,000

Retroactive Date: 6/15/1987

Class Action Liability Coverage:

Per Occurrence	\$1,000,000
Policy Aggregate	\$1,000,000
Deductible	
Per Occurrence	\$5,000

Retroactive Date: 10/25/2017

Privacy, Network, and Cyber Liability Coverage:

Privacy and Network Security Liability	
Per Occurrence	\$1,000,000
Data Breach Fund Coverage Per Occurrence - Sublimit	\$250,000
Retroactive Date: 10/25/2012	
Cyber Extension Option:	\$250,000
Social Engineering – Included in Data Breach Sub-limit	
Ransomware – Included in Data Breach Sub-Limit	
Data Restoration – Included in Data Breach Sub-Limit	
Maximum Policy Aggregate Limit of Liability	\$1,000,000
Retroactive Date: 10/25/2021	
Deductible per Occurrence	\$5,000

ANNUAL PREMIUM:

General Liability Premium	\$ 32,558.00
Law Enforcement Liability Premium	\$ 95,469.00
Errors or Omissions Premium	\$ 54,925.00

GENERAL LIABILITY SCHEDULE OF EXPOSURES

CLASSIFICATION	PREM BASIS
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General Fund	\$9,703,371
Fire Department	\$6,514,137
Police Department	\$7,881,392
Public Works	\$6,246,309
Emergency Medical Services:	
# First Responders	0
# EMT's	58
# Paramedics	1

Law Enforcement Liability:

Certified Officers	69
Non-Certified Officers	0
Auxiliary Officers	0
Drug & Search Dogs	2
Enforcement Dogs	2

Coverage C – Errors or Omissions Liability:

Total Budget	\$34,471,214
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COMMERCIAL AUTOMOBILE POLICY OUTLINE

Insured: City of Dickson
Insurer: Public Entity Partners
Policy Term: 10/25/2025 to 10/25/2026

COVERAGE	LIMIT	PER
LIABILITY (D):		
Bodily Injury:		
Limited by the Tort Liability Act	\$ 300,000	Per Person
Limited by the Tort Liability Act	\$ 700,000	Per Occurrence
Property Damage:		
Limited by the Tort Liability Act	\$ 100,000	Per Occurrence
Each Other Loss	\$1,000,000	Per Occurrence
Catastrophic Medical Expenses Excess of Bodily Injury:		
	\$ 500,000	Per Person or
	\$1,000,000	Per Occurrence
Medical Payments	\$ 1,000	Each Person
	\$ 10,000	Per Accident
Uninsured Motorists:		
Bodily Injury	\$ 300,000	Per Occurrence
Property Damage	\$ 100,000	Per Occurrence
Deductibles:		
Coverage D:		
Automobile Liability	N/A	Per Occurrence
Coverage E: Automobile Physical Damage:		
Comprehensive	\$1,000	Per Occurrence
Collision	\$1,000	Per Occurrence

Liability	1- Owned Autos Only 2-Hired Autos Only, 3-Non-Owned Autos Only
Medical Payments:	1-Owned Autos Only
Uninsured Motorists:	1-Owned Autos Only 2-Hired Autos Only, 3-Non-Owned Autos Only
Comprehensive:	1-Owned Autos Only and 2-Hired Autos Only
Collision:	1-Owned Autos Only and 2-Hired Autos Only

ENDORSEMENTS (C):

Uninsured Motorists Endorsement
Automobile Physical Damage Endorsement
Automobile Physical Damage Stated Value for Fire Department
Automobile Physical Damage Stated Value for Utilities

Automobile Physical Damage Endorsement – Coverage is applicable for automobiles of all values and ages for Police Department, Fire Department-Scheduled-Stated Amount-Unscheduled-Fair Market Value, Utility Department-Scheduled-Stated Amount-Unscheduled-Fair Market Value and all other departments except automobiles listed on Automobile Physical Damage Coverage Stated Value Coverage - Fire Departments and Automobile Physical Damage Coverage Stated Value Coverage – Utilities.

Supplemental Fire Department Automobile Physical Damage Coverage and Schedule:

1. 1993 Navistar 4900 Fire Truck	#0004	\$139,223
2. 1928 Boyer Fire Truck	#1701	\$120,500
3. 2001 Peterbilt Fire Engine	#9719	\$206,992
4. 1999 Chevrolet C35 Rescue Truck	#2663	\$ 18,961
5. 2008 Quint Fire Truck	#1247	\$517,867
6. 2014 Quint Ladder Truck	#2457	\$651,012
7. 2017 Ford F250 Rescue Truck 171	#5876	\$ 30,888
8. 2018 Ford F150 Rescue Truck 172	#7946	\$ 31,326
9. 2018 Ford Super Duty	#5877	\$ 30,888
10. 2022 Ferrara Cinder	#0072	\$813,063
11. 2023 Ford F250 Crew Cab	#3800	\$ 47,222
12. 2023 Ford F250 Crew Cab	#3401	\$ 47,222
13. 2023 Ford F350 Crew Cab	#5477	\$ 63,331
14. 1997 Ford Super Duty	#1005	\$ 97,621
15. 2018 Ford F150	#7947	\$ 31,327
16. 2025 Freightliner M2106 Quint Fire	#9437	\$550,000
17. 2024 Ford F150	#0537	\$ 53,619

Supplemental Utility Department Automobile Physical Damage Coverage and Schedule:

1. 2005 Kile International Dump Truck,	#9447	\$ 55,904
2. 1992 GMC Dump Truck,	#1643	\$ 24,100
3. 1990 International S1200 Dump Truck,	#8556	\$ 19,280
4. 1990 IH S1700 Dump,	#8557	\$ 19,280
5. 2008 International 7400 Trash Truck,	#8007	\$145,758
6. 2008 International Leaf Truck,	#6751	\$137,526
7. 1999 IH 4700 Scranton 20 RICob1,	#5094	\$ 77,845
8. 2010 FL M2106 Truck,	#6744	\$151,248
9. 2010 Freightliner Brush Truck,	#1448	\$ 99,997
10. 2010 Freightliner Model M2106,	#1441	\$147,702
11. 2015 Peterson TL3	#7110	\$118,565
12. 2016 International 7400	#2091	\$175,010
13. 2016 International 7400	#0432	\$175,010
14. 2016 Ford F550	#3062	\$ 49,793
15. 2017 Freightliner M2106 Leaf Truck	#0160	\$165,625
16. 2017 Ford F550	#3224	\$ 49,170
17. 2020 International Dump Truck	#9972	\$ 91,551
18. 2021 International Garbage Truck	#4919	\$199,096
19. 2023 International HV607 Leaf Truck	#9267	\$234,981
20. 2024 International HV607 Sanitation Truck	#7606	\$234,888
21. 2025 International MV607 SBA 4X2	#5793	\$219,540
22. 2026 Freightliner M2106 w/Pac-Mac LS	#3948	\$285,637
23. 2024 Kenworth w/Petersan	#3601	\$249,580
24. 2001 International	#7854	\$ 77,439

ANNUAL PREMIUM:

Automobile Liability Premium **\$52,701.00**

Automobile Physical Damage Premium **\$55,735.00**

VEHICLE SCHEDULE

Insured: City of Dickson
Insurer: Public Entity Partners
Policy Term: 10/25/2025 to 10/25/2026

Vehicle Information

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>COMP DED.</u>	<u>COLL DED.</u>
	All Automobiles		\$1,000	\$1,000

WORKERS COMPENSATION POLICY OUTLINE

Insured: City of Dickson
Insurer: Public Entity Partners
Policy Term: 10/25/2025 to 10/25/2026

<i>COVERAGE</i>	<i>LIMIT</i>	<i>PER</i>
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WORKERS COMPENSATION BENEFITS (A):

States: TN

EMPLOYERS LIABILITY (B):

Bodily Injury by Accident	\$300,000	Each Accident
Bodily Injury by Disease	\$700,000	Policy Limit
Bodily Injury by Disease	\$300,000	Each Employee

ADDITIONAL COVERAGES:

Other States Coverage – All States Except - North Dakota, Ohio, Washington, Wyoming and States Listed in 3A.

Voluntary Compensation - \$300 Weekly Benefit

ENDORSEMENTS:

\$1,000 Deductible

EXPERIENCE MODIFICATION:

Experience Modification Factor	0.843 (Effective 10-25-2025)
	0.852 (Effective 10-25-2024)

ESTIMATED PAYROLLS:

CLASSIFICATION	STATE	CODE	PAYROLLS
Animal Control	TN	8831	\$ 45,760
Automobile Repair Shop	TN	8380	\$ 220,459
Building/Maintenance	TN	9015	\$ 72,176
Cemeteries	TN	9220	\$ 152,526
City Managers/Administrative	TN	8742	\$ 524,275
Clerical/Office includes E911 Dispatchers	TN	8810	\$2,301,106
Firefighters	TN	7704	\$4,148,873
Garbage or Refuse Collection & Drivers	TN	9403	\$ 210,828
Inspectors – Outside	TN	9410	\$ 169,416
Parks and Recreation	TN	9102	\$1,648,733
Police Officers (Excluding dispatchers)	TN	7720	\$3,183,553
Social Services	TN	8742	\$ 240,293
Street/Road Paving and Maintenance	TN	5506	\$ 568,797
Street Cleaning	TN	9402	\$ 57,761

VOLUNTARY COMPENSATION MEDICAL COVERAGE	STATE	CODE	# OF EMPLOYEES
Volunteer Fire Fighters	TN	7704	0
Elected Officials	TN	8742	9

VOLUNTARY COMPENSATION ACCIDENT COVERAGE	STATE	CODE	# OF EMPLOYEES
Volunteer Fire Fighters	TN	7704	0
Elected Officials	TN	8742	9

PREMIUM:

Total Estimate Annual Work Comp Premium: **\$ 257,466**

COVERAGE AND PREMIUM COMPARISON

Property Coverage

Coverages/Limits of Coverage	2024-2025	2025-2026
Blanket Limit Per Occurrence	\$61,723,312	\$63,165,827
Coverage A – Buildings and Personal Property	\$57,975,249	\$59,217,046
Coverage B – Electronic Data Processing	\$ 693,516	\$ 693,516
Coverage C – Mobile Equipment	\$ 3,054,547	\$ 3,255,265
Coverage D – Equipment Breakdown	\$61,029,796	\$62,472,311

	2024-2025	2025-2026
Premium for Property Coverage		
Buildings & Personal Property	\$ 81,539	\$ 89,728
Electronic Data Processing	\$ 975	\$ 1,051
Mobile Equipment	\$ 4,296	\$ 4,932
Equipment Breakdown	Included	Included
Automatic Coverages	\$ 8,322	\$ 9,152
Total Premium	\$ 95,132	\$ 104,863

Crime Coverage

Coverages/Limits of Coverage	2024-2025	2025-2026
Coverage A - Employee Dishonesty	\$150,000	\$150,000
Coverage B – Forgery or Alteration	\$150,000	\$150,000
Coverage C – Theft, Disappearance, or Destruction	\$150,000	\$150,000
Coverage D – Computer Fraud	\$150,000	\$150,000
Other – Money Order and Counterfeit	\$100,000	\$100,000

Premium for Crime Coverage		
Employee Dishonesty	Included	Included
Forgery or Alteration	Included	Included
Theft, Disappearance or Destruction	Included	Included
Computer Fraud	Included	Included
Other	\$ 70.00	\$ 74.00

Automobile

Coverage D - Automobile Liability: # of Automobiles	<u>2024-2025</u>	<u>2025-2026</u>
Sanitation	7	4
Motorcycles	2	2
Other-Trucks	8	2
Trailers	16	16
Antique Fire Trucks	1	1
Fire Trucks	13	15
Public Works Utility Trucks	6	12
Light & Medium Trucks	36	28
PPT	10	4
PPT-Police	71	71
Total	170	155

Coverage E - Automobile Physical Damage:

Total Replacements Cost Values:	<u>2024-2025</u>	<u>2025-2026</u>
Police/Ambulance	\$2,179,941	\$2,175,117
Fire Fighting Equipment	\$2,718,495	\$3,524,673
Utility Equipment	\$2,453,768	\$3,213,525
Total Other Values	<u>\$1,157,616</u>	<u>\$1,062,059</u>
Total Current Values or Actual Cash Values	\$8,509,820	\$9,975,374

Premium for General Liability, Automobile Liability and Automobile Physical Damage:

General Liability	\$ 32,371	\$ 32,558
Law Enforcement Liability	\$ 83,479	\$ 95,469
Errors or Omissions Liability	\$ 48,761	\$ 54,925
Automobile Liability	\$ 57,379	\$ 52,701
Automobile Physical Damage	<u>\$ 44,504</u>	<u>\$ 55,735</u>
Total	\$ 266,494	\$291,388

Workers Compensation

<u>Classification/Code</u>	<u>2024-2025</u>		<u>2025-2026</u>	
	Payroll/ # of Employees		Payroll/ # of Employees	
Animal Control/8831	\$ 42,349	1	\$ 45,760	1
Automobile Repair Shop/8380	\$ 208,666	4	\$ 220,459	4
Building Maintenance/9015	\$ 657,239	14	\$ 72,176	2
Cemeteries/9220	\$ 329,534	9	\$ 152,526	3
City Managers/Administrative/8742	\$ 540,344	6	\$ 524,275	5
Clerical/Office / 8810	\$2,353,202	46	\$2,301,106	49
Firefighters/7710	\$4,375,261	51	\$4,148,873	54

Workers Compensation Continued

Classification/Code	2024-2025		2025-2026	
	Payroll/ # of Employees		Payroll/ # of Employees	
Garbage or Refuse Collection/9403	\$ 136,906	3	\$ 210,828	4
Inspectors-Outside/9410	\$ 161,407	3	\$ 169,416	3
Parks & Recreation/9102	\$ 679,494	21	\$1,648,733	42
Police Officers (Excl dispatchers)/7720	\$3,647,784	62	\$3,183,553	50
Social Services/8742	\$ 272,045	6	\$ 240,293	6
Street Cleaning/9402	\$ 56,347	1	\$ 57,761	1
Street/Road Paving & Maintenance/5506	\$ 527,322	12	\$ 568,797	11
Dispatchers/8810	Included in Clerical		Included in Clerical	
Senior Citizens/8742	Included in Social Sr		Included in Social Sr	
Judge/8742	Included City Managers		Incl. City Managers	
Voluntary Compensation Medical Coverage	# of Employees		# of Employees	
Volunteer Fire Fighter	0		0	
Elected Officials /8742	9		9	
Voluntary Compensation Accident Coverage				
Volunteer Fire Fighter	0		0	
Elected Officials / 8742	9		9	
Increased Limit Factor	1.000		1.000	
Experience Modification	0.852		0.843	
Schedule Modification	0.750		0.750	
Other Premium Adjustment	0.950		0.950	
\$1,000 deductible factor	0.900		0.900	
Three Year Policy Factor	0.980		0.980	
TN Drug Free Workplace Factor	0.950		0.950	
Total Estimated Policy Premium	\$308,636		\$257,466	

PREMIUM QUOTATION

Insured: City of Dickson
Insurer: Public Entity Partners
Policy Term: 10/25/2025 to 10/25/2026

<i>COVERAGE</i>	<i>ANNUAL PREMIUM</i>
Property Coverage:	\$104,863
Crime Coverage	\$74
General Liability	\$32,558
Law Enforcement Liability	\$95,469
Errors or Omissions Liability	\$54,925
Automobile Liability	\$52,701
Automobile Physical Damage	\$55,735
Cyber Liability	Included
Workers Compensation	<u>\$257,466</u>
Total Account Premium	\$653,791
Agent's Fee	<u>\$7,500</u>
Total	\$661,291

EFFECTIVE:

Quotation is Good Until: 10/25/2025

PREMIUM COMPARISON

Insured: City of Dickson
Insurer: Public Entity Partners
Policy Term: 10/25/2025 to 10/25/2026

<i>COVERAGE</i>	<i>EXPIRING PREMIUM</i>	<i>RENEWAL PREMIUM</i>
Property Coverage	\$95,132	\$104,863
Crime Coverage	\$70	\$74
General Liability	\$32,371	\$32,558
Law Enforcement Liability	\$83,479	\$95,469
Errors or Omissions Liability	\$48,761	\$54,925
Automobile Liability	\$57,739	\$52,701
Automobile Physical Damage	\$44,504	\$55,735
Cyber Liability	\$ Included	\$ Included
Workers Compensation	<u>\$308,636</u>	<u>\$257,466</u>
Total Account Premium	\$670,692	\$653,791
Agent's Fee	<u>\$7,500</u>	<u>\$7,500</u>
Total	\$678,192	\$661,291
<u>Dividend Credits:</u>		
Property	\$0.00	\$0.00
Liability	\$2,700	\$2,700
Workers Compensation	<u>\$30,251</u>	<u>\$45,883</u>
Total Dividend Credits	<u>\$32,951</u>	<u>\$48,583</u>
Total Overall Premium	\$645,241	\$612,708

PREMIUM PAYMENT OPTIONS

ANNUAL PREMIUM:

PROPERTY & CRIME COVERAGE: ***\$104,937***

LIABILITY COVERAGE: ***\$291,388***

CYBER LIABILITY ***INCLUDED***

WORKERS COMPENSATION: ***\$257,466***

AGENT'S FEE: ***\$7,500***

TOTAL ACCOUNT: ***\$661,291***

DIVIDEND CREDITS: ***(\$ 48,583)***

TOTAL OVERALL ACCOUNT: ***\$612,708***

INSURED: City of Dickson
600 East Walnut Street
Dickson, TN 37055

INSURED SIGNATURE: _____

DATED: ____ / ____ / ____

ORDINANCE #1574

AN ORDINANCE AMENDING THE BUILDING CODE REGULATIONS FOR THE CITY OF DICKSON AND THE MUNICIPAL CODE AND TO ADOPT THE 2024 ICC CODE & APPLICABLE EDITIONS AND OTHER REQUIREMENTS

WHEREAS, the International Code Council has effectively replaced the Southern Building Code Congress International and has developed model codes for construction and property development; and

WHEREAS, it is the desire of the City of Dickson to ensure that the construction of buildings, internal and external layouts of buildings, plumbing, energy conservation, life safety, accessibility, maintenance of existing housing, excavation, and other similar activities are conducted according to federal, state, and local standards.

Now, therefore, **BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DICKSON, TENNESSEE**, that Title 12 of the Dickson Municipal Code be deleted in its entirety and replaced with the new Title 12 attached hereto.

This Ordinance shall take effect immediately after passage on second and final reading, the public welfare requiring it.

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

ATTEST:

Chris Norman, RECORDER

Public Hearing: _____
Passed First Reading: _____
Passed Second Reading: _____

TITLE 12
BUILDING, UTILITY, ETC., CODES

CHAPTER

1. INTERNATIONAL BUILDING CODE
2. INTERNATIONAL RESIDENTIAL CODE
3. INTERNATIONAL PLUMBING CODE
4. INTERNATIONAL EXISTING BUILDING CODE
5. INTERNATIONAL ENERGY CONSERVATION CODE
6. EXCAVATION AND GRADING CODE
7. INTERNATIONAL PROPERTY MAINTENANCE CODE
8. ACCESSIBLE BUILDING AND FACILITIES CODE
9. INTERNATIONAL FIRE CODE
10. INTERNATIONAL FUEL GAS CODE & INTERNATIONAL MECHANICAL CODE
11. NATIONAL ELECTRICAL CODE
12. STORMWATER

¹ Municipal code references

Fire protection, fireworks, and explosives: title 7
Planning and zoning: title 14
Streets and other public ways and places: title 16

CHAPTER I

BUILDING CODE¹

SECTION

- 12-101 Building Code Adopted
- 12-102 Modifications
- 12-103 Permit Fees
- 12-104 Available in Recorder's Office
- 12-105 Violations

12-101 INTERNATIONAL BUILDING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions of regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such buildings or structures, and the scope and purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations, the International Building Code, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Building Code, and to delete all span charts for Southern Yellow Pine and add attached span chart for replacement: (R502.1(1), R502.3.1(2), R502.3.3(1), R502.5(1), R502.5(2), R802.4(1), R802.4(1), R802.4(2), R802.5.1(1), R802.5.1(2), R802.5.1(3), R802.5.1(4), R802.5.1(5), R802.5.1(6), R802.5.1(7), R802.5.1(8)

12-102 MODIFICATIONS

Whenever the building code refers to the "Chief Appointing Authority" or the "Building Official", it shall be deemed to be a reference to the city council of the City of Dickson. When the "Building Official" or "Director of Planning and Zoning" is named it shall, for the purposes of the International Building Code, mean such person as the city council shall have appointed or designated to administer and enforce the provisions of the International Building Code.

Add the following after the first sentence of section 3303.1:

Residential demolition projects shall be completed within 30 days from the date of permit issuance. Non-residential demolition projects shall be completed within 60 days from date of permit issuance. Additional time may be scheduled if requested by the applicant, if in the opinion of the building official, such request is reasonable given the circumstances of the demolition project.

12-103 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "B" of the 1997 edition of the S.B.C.C.I is hereby adopted as the city's permit fee schedule. The most current building valuation data published by International Code Council, Inc. shall be used for evaluations.

DEMOLITION FEE

For the demolition of any one- or two-family residential building or accessory structures, the fee shall be \$100.00. All other structures shall be \$250.00.

A re-inspection fee of \$50.00 will apply to anyone that fails any required inspection on all phases of construction.

12-104 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Building Code has been placed on file in the recorder's office and shall be kept there for the use and inspection to the public

12-105 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Building Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER2

RESIDENTIAL BUILDING CODE

SECTION

- 12-201 Building Code Adopted
- 12-202 Modifications
- 12-203 Permit Fees
- 12-204 Available in Recorder's Office
- 12-205 Violations

12-201 INTERNATIONAL RESIDENTIAL CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions of regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one-and two-family dwellings and townhouses not more than three stories above grade in height with a separate means of egress and their accessory structures, and the scope and purpose of this code is to provide minimum requirements to safeguard the public safety, health and general welfare through affordability, structural, strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment of every building or structure or any appurtenance connected or attached to any building or structure, the International Residential Code for One and Two- Family Dwellings, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the International Residential Code, and which shall include Appendix G, and delete section(s): R313.2, R313.2.1 (regarding sprinklers), and to delete all span charts for Southern Yellow Pine and add attached span chart for replacement: (R502.1(1), R502.3.1(2), R502.3.3(1), R502.5(1), R502.5(2), R802.4(1), R802.4(1), R802.4(2), R802.5.1(1), R802.5.1(2), R802.5.1(3), R802.5.1(4), R802.5.1(5), R802.5.1(6), R802.5.1(7), R802.5.1(8). Notwithstanding the adopted standards referenced in the IRC 2018 edition, the most current Chapter 0780-02-23, Rules of the Tennessee Departments of Commerce and Insurance, Division of Fire Prevention, is hereby also adopted by reference the minimum codes and standards for one-and two-family dwellings and townhouses with referenced exceptions stated therein.

12-202 MODIFICATIONS

Whenever the International Residential Code refers to the "Chief Appointing Authority" or the "Building Official," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Building Official" or "Director of Planning and Zoning" is named it shall, for the purposes of the International Residential Code, mean such person as the city council shall have appointed or designated to administer and enforce the provisions of the International Residential Code.

12-203 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "B" of the 1997 edition of the S.B.C.C.I is hereby adopted as the city's permit fee schedule. The current building valuation Data published by International Code Council, Inc. shall be used.

12-204 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Residential Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-205 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Residential Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER3

PLUMBING CODE¹

SECTION

- 12-301 Plumbing Code Adopted
- 12-302 Modifications
- 12-303 Permit Fees
- 12-304 Available in Recorder's Office
- 12-305 Violations

12-301 INTERNATIONAL PLUMBING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506 and for the provisions of regulating the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing systems within this jurisdiction, this code shall also regulate nonflammable medical gas, inhalation anesthetic, vacuum piping, non-medical oxygen systems and sanitary and condensate vacuum collections systems. The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of plumbing equipment and systems and the appurtenances thereto, within or without the City of Dickson, when such plumbing is or is to be connected with the water or sewerage systems, the International Plumbing Code,² 2024 edition, as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Plumbing Code.

¹Municipal Code references

Street excavations: title 16

12-302 MODIFICATIONS

Whenever the International Residential Code refers to the "Chief Appointing Authority" or the "Code Official," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Code Official" or "Director of Planning and Zoning" is named or referred to, it shall mean such person appointed or designated by the city council to administer and enforce the provisions of the International Plumbing Code.

12-303 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "A" of the 2006 edition of the International Plumbing Code is hereby amended and adopted as follows:

For issuing permit

\$50.00

For each plumbing fixture	\$ 5.00
For each building sewer	\$10.00
For each building sewer having to be replaced or repaired	\$10.00
For each water heater and/or vent	\$ 5.00
For installation, alteration or repair of water piping and/or water treating equipment	\$10.00
For repair or alteration of drainage or vent piping	\$10.00
For vacuum breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served	\$ 5.00
One to Five	\$ 5.00
Over Five, each	\$ 3.00
Re-inspection fee is an additional	\$100.00

12-304 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Plumbing Code had been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-305 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Plumbing Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER4

EXISTING BUIDLING CODE

SECTION

- 12-401 Existing Building Code Adopted
- 12-402 Modifications
- 12-403 Available in Recorder's Office
- 12-404 Violations

12-401 INTERNATIONAL EXISTING BUILDING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions and scope of this code shall apply to the repair, alteration, change of occupancy, addition and relocation of existing buildings and the purpose or intent of this code is to provide flexibility to the permit the use of alternative approached to achieve compliance with minimum requirements to safeguard the public health, safety and general welfare so far as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings, the International Existing Building Code,1 2024 edition as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Existing Building Code.

12-402 MODIFICATIONS

Wherever the International Existing Building Code refers to the "Code Official" it shall mean the person appointed or designated by the city council to administer and enforce the provisions of the International Existing Building Code. Wherever the "Department of Law" is referred to it shall mean the city attorney. Wherever the "Chief Appointing Authority" is referred to it shall mean the city council.

12-403 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Existing Building Code with the above modifications has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-404 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Existing Building Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTERS

ENERGY CONSERVATION CODE¹

SECTION

- 12-501 Energy Conservation Code Adopted
- 12-502 Modifications
- 12-503 Available in Recorder's Office
- 12-504 Violations and Penalty

12-501 INTERNATIONAL ENERGY CONSERVATION CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the scope of this code applies to residential and commercial buildings and the purpose or intent of this code shall regulate the design and construction of buildings for the effective use of energy and is to provide flexibility to permit the use of innovative approaches and techniques to achieve the effective use of environmental requirements contained in other applicable codes or ordinances, the International Energy Conservation Code 2021 edition, as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Energy Conservation Code.

12-502 MODIFICATIONS

Wherever the International Energy Conservation Code refers to the "Chief Appointing Authority" or the "Code Official", it shall be deemed to the city council of the City of Dickson. When "Code Official" is named or referred to, it shall mean the person appointed or designated by the city council to administer and enforce the provisions of the International Energy Conservation Code.

12-503 AVAILABLE IN THE RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Energy Conservation Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-504 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provisions of the International Energy Conservation Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

¹State law reference

Tennessee Code Annotated, Section 13-19-106 requires Tennessee cities either to adopt a Model Energy Code, or to adopt local standards equal to or stricter than the standards in the energy code.

CHAPTER 6

EXCAVATION AND GRADING CODE¹

SECTION

- 12-601 Excavation and Grading Code Adopted
- 12-602 Modifications
- 12-603 Available in Recorder's Office
- 12-604 Violations
- 12-605 Penalties
- 12-606 Fees

12-601 EXCAVATION AND GRADING CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-516, and for the purpose of setting forth rules and regulations to control excavation, grading and earthwork construction, including fills and embankments; establishes the administrative procedure for issuance of permits; and provides for approval of plans and inspection of grading construction. The City of Dickson shall use any Standard Excavation and Grading Code, deemed necessary per the discretion of the City Engineer is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the excavation and grading code, and which shall include all appendixes thereto per discretion of the City Engineer.

12-602 MODIFICATIONS

The words "Building Official" in the appropriate excavation and grading code shall mean such person as the city council, Director of Planning & Zoning, Director of Public Works shall designate the City Engineer to enforce and administer the deemed appropriate excavation and grading code.

12-603 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the standard excavation and grading code being utilized currently shall be placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-601 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provisions of the standard excavation and grading code utilized currently as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

12-602 PENALTIES

Any person who shall violate or fail to comply with the excavation and grading code shall be guilty of a misdemeanor and upon conviction thereof shall be fined under the general penalty clause for the Dickson Municipal Code.

12-603 FEES

PLAN CHECKING AND GRADING PERMIT FEES. .02 dollars per square foot of developed area with a permit maximum of \$8,000.00.

¹Municipal code references

Fire protection, fireworks, and explosives: Title 7
Planning and zoning: Title 14
Streets and other public ways and places: Title 16

CHAPTER 7

PROPERTY MAINTENANCE CODE

SECTION

- 12-701 Property Maintenance Code
- 12-702 Modifications
- 12-703 Available in Recorder's Office
- 12-704 Violations

12-701 INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, the provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties, and the intent is to secure its expressive intent which is to ensure public health, safety and welfare in so far as they are affected by the continuing occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein, the International Property Maintenance Code¹, 2024 edition, as prepared and adopted by the International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the International Property Maintenance Code, (Also see Municipal Code regarding property maintenance concerns for City of Dickson)

12-702 MODIFICATIONS

Whenever the International Property Maintenance Code refers to the "Chief Appointing Authority," or the "Applicable Governing Body," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Code Official" or the Director of Planning and Zoning" is named it shall mean such person as the city council has appointed or designated to administer and enforce the provisions of the International Property Maintenance Code.

12-703 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Property Maintenance Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-704 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provisions of the International Property Maintenance Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTERS

ACCESSIBILITY CODE

SECTION

- 12-801 Accessibility Code
- 12-802 Modifications
- 12-803 Available in Recorder's Office
- 12-804 Violations

12-801 ACCESSIBILITY CODE

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, the purpose of this standard makes sites, facilities, buildings, and elements accessible to and usable by people with such physical disabilities as the inability to walk, difficulty walking, reliance on walking aids, blindness and visual impairment, deafness and hearing impairment, incoordination, reaching and manipulation disabilities, lack of stamina, difficulty interpreting and reacting to sensory information, and extremes of physical size. The intent of these sections is to allow a person with a physical disability to independently get to, enter, and use a site, facility, building, or element, the 2010 ADA Standards for Accessible Design (or most current applicable version), as prepared by the Department of Justice, is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the Accessible and Usable Buildings and Facilities Code.

Per the 2004 ADA Accessibility Guidelines (ADAAG), all new construction (construction, modification or alterations) must be fully compliant with the ADAAG found in the Code of Federal Regulations at 28 C.F.R., Part 36, Appendix A.

Existing facilities predating adoption of current ADA standards that are intended for accessibility by the public, per Title 42, U.S. Code, are required to remove any architectural barriers that would otherwise bar use by the public.

With regard to historic properties (those properties that are listed or that are eligible for listing in the National Register of Historic Places, or properties designated as historic under state or local law), those facilities must still comply with the provisions of Title III of the ADA to the "maximum extent feasible" but if following the usual standards would "threaten to destroy the historic significance of a feature of the building" then alternative standards may be used.

Newly constructed or altered swimming pools, wading pools, and spas must have an accessible means of entrance and exit to pools for disabled people. However, the requirement is conditioned on whether providing access through a fixed lift is "readily achievable". Other requirements exist, based on pool size, include providing a certain number of accessible means of entry and exit per the current ADA standards. However, businesses are free to consider the differences in application of the rules depending on whether the pool is new or altered, or whether the swimming pool was in existence before the effective date of the new rule. Full compliance may not be required for existing facilities; Section 242 and 1009 of the current ADA standards outline such exceptions.

12-802 MODIFICATIONS

Whenever the Accessible and Usable Building and Facilities Code refers to the "Administrative Authority, "or the Applicable Governing Body," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Building Official" or the "Director of Planning & Zoning" is named it shall mean such person as the city council has appointed or designated to administer and enforce the provisions of the applicable code.

12-803 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirement of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the adopted Accessibility Code shall be placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-804 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provisions of the ICC Accessibility Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER9

INTERNATIONAL FIRE CODE

SECTION

- 12-901 Fire Code Adopted
- 12-902 Modifications
- 12-903 Permit Fees
- 12-904 Available in Recorder's Office
- 12-905 Violations

12-901 INTERNATIONAL FIRE CODE ADOPTED

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to fire fighters and emergency responders during emergency operations and to protect buildings or structures or any appurtenance connected or attached building, the International Fire Code, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code, and is hereinafter referred to as the International Fire Code.

12-902 MODIFICATIONS

Whenever the fire code refers to the "Fire Code Official," it shall be deemed to be a reference to the city council of the City of Dickson. When the "Fire Marshal", "Fire Code Official" or "Director of Public Safety" is named it shall, for the purposes of the fire code, mean such person as the city council shall have appointed or designated to administer and enforce the provisions of the fire code

12-903 PERMIT FEES

The recommended schedule of permit fees set forth in Appendix "B" of the 1997 edition of the S.B.C.C.I is hereby adopted as the city's permit fee schedule. The most current building valuation data published by the International Code Council, Inc. shall be used.

12-901 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Fire Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public.

12-902 VIOLATIONS

It shall be unlawful for any person to violate or fail to comply with any provision of the International Fire Code as herein adopted by reference and modified. Any violation of this chapter may be punishable by a fine not to exceed fifty dollars (\$50.00).

CHAPTER 10

INTERNATIONAL FUEL GAS CODE & INTERNATIONAL MECHANICAL CODE

12-1001 INTERNATIONAL FUEL GAS & INTERNATIONAL MECHANICAL CODE

Pursuant to authority granted by Tennessee Code Annotated, Sections 6-54-501 through 6-54-506, and for the provisions of regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such buildings or structures, and the scope and purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations, the International Fuel Gas & International Mechanical Code, 2024 edition, as prepared and adopted by International Code Council, Inc., is hereby adopted and incorporated by reference as a part of this code and is hereinafter referred to as the International Fuel Gas & International Mechanical Code.

12-1002 MODIFICATIONS

Wherever the International Fuel Gas & International Mechanical Code refers to the "Chief Appointing Authority" or the "Code Official", it shall be deemed to be a reference to the Greater Dickson Gas Authority. When "Code Official" is named or referred to, it shall mean the person appointed or designated by the Greater Dickson Gas Authority to administer and enforce the provisions of the International Fuel Gas & International Mechanical Code

12-1003 PERMIT FEES

Permits fees are set forth by the Greater Dickson Gas Authority.

12-1004 AVAILABLE IN RECORDER'S OFFICE

Pursuant to the requirements of the Tennessee Code Annotated, Section 6-54-502, one (1) copy of the International Fuel Gas Code & International Mechanical Code has been placed on file in the recorder's office and shall be kept there for the use and inspection of the public

12-1004 VIOLATION AND PENALTY

It shall be a civil offense for any person to violate or fail to comply with any provision of the International Fuel Gas & International Mechanical Code as herein adopted by reference and modified. Any violation of any section of this chapter shall be punishable by a penalty set forth by the Greater Dickson Gas Authority.

CHAPTER II

NATIONAL ELECTRICAL CODE

12-1100 NATIONAL ELECTRICAL CODE

The 2017 N.E.C. is adopted by the local utility provider. (Dickson Electric System).

CHAPTER12

STORMWATER

At the adoption of this Ordinance all current Stormwater regulations, ordinances, staff policies, etc. previously adopted by Ordinance, and/ or Resolution shall be considered active and/or still in effect until a new subsection is created in the Municipal Code to ensure all federal, state and local regulations regarding the Federal Clean Water Act, and State of Tennessee Department of Environment and Conservation regulations regarding the City of Dickson's MS4 requirements and the City's general permit to discharge "Water to State" are being enforced.

**RULES
OF
DEPARTMENTS OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION**

**CHAPTER 0780-02-23
ONE AND TWO FAMILY DWELLINGS AND TOWNHOUSES**

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0780-02-23-.01 DEFINITIONS.

- (1) For the purposes of this chapter, the following definitions are applicable. All other definitions shall be as provided by the building and electrical codes and standards currently adopted by the Department:
- (a) Addition means an increase in floor area or height of structure.
 - (b) Construction means the erection of a new building containing a detached one (1) or two (2) family dwelling or townhouse, a change of occupancy of an existing building to a one (1) or two (2) family dwelling or townhouse or, after October 1, 2011, an addition to an existing detached one (1) or two (2) family dwelling or townhouse of thirty (30) square feet or more of interior space. The term "construction" shall not be construed to include excavation, site preparation or renovation. The term "construction" shall also not be construed to include the construction or placement of a modular or manufactured home under T.C.A. Title 68, Chapter 126; however, the term "construction" shall include any additional on-site construction to a modular or manufactured home.
 - (c) Department means the Department of Commerce and Insurance.
 - (d) Deputy State Building Inspector (DBI) means any person who meets the qualifications in T.C.A. § 68-120-101(f)(1) and (2) and is appointed by the Commissioner of Commerce and Insurance to perform inspections of one (1) and two (2) family dwelling and townhouse construction.
 - (e) Division means the Division of Fire Prevention of the Department of Commerce and Insurance.
 - (f) Fire renovation means a renovation required after a fire regardless of whether the walls must be reconstructed.
 - (g) Local government means any city, county, town, municipal corporation, metropolitan government, or political subdivision of the state of Tennessee.
 - (h) One (1) and two (2) family dwelling means a building that contains one (1) or two (2) dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied for living purposes.

(Rule 0780-02-23-.01, continued)

- (i) Property owner's permit means permit applied for by a record owner of the property in order to build a one (1) family dwelling in which the owner intends to live upon completion.
- U) Renovation means interior or exterior painting, papering, tiling, carpeting, cabinet installation, counter top installation, reroofing, residing, glazing or replacing windows or doors, floor finishing, repairs to existing chimneys, stairs, porches, underpinnings, exterior siding or roof and similar activities, additions of exterior space and additions of less than thirty (30) square feet of interior space.
- (k) Townhouse means a single family dwelling unit constructed in a group of three (3) or more attached units that extends from foundation to roof, separated by a two (2) hour fire resistance rated wall assembly, not more than three (3) stories in height, with a separate means of egress, and an open space or public way on at least two (2) sides.
- (l) Transient occupant means a person who occupies a single dwelling unit for not more than thirty (30) days.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.02 ADOPTION BY REFERENCE.

- (1) Unless otherwise provided by applicable law or the provisions of this chapter, the required minimum codes and standards for the construction of one (1) and two (2) family dwellings and townhouses, and additions thereto of thirty (30) square feet or more of interior space, in the state of Tennessee shall be those prescribed in the following publications:
 - (a) International Residential Code (IRC), 2009 edition, published by the International Code Council, Inc. (ICC), 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C., 20001, except for:
 - 1. Section R313, Automatic Fire Sprinkler Systems, pursuant to T.C.A. § 68-120-101(a)(8); and
 - 2. Chapters 34-43, relating to Electrical.
 - (b) International Energy Conservation Code (IECC), 2009 edition, published by the International Code Council, Inc., (ICC), except for:
 - 1. Section 402.4.2.1, Testing option; and
 - 2. Section 403.2.2, Sealing Mandatory.
 - (c) Amendments to the Codes and Standards:
 - 1. IRC, Section R314.4, Power Source, relating to Smoke Alarms, is amended by deleting Exception 2 and replacing it with the following language:

Exception 2. Interconnection and hard-wiring of smoke alarms in existing areas shall not be required where the alterations or repairs do not result in the removal of interior walls or ceiling finishes exposing the structure.
 - 2. IECC, Table N1102.1, Insulation and Fenestration Requirements by Component, is amended by adding the following as footnote "I": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be

(Rule 0780-02-23-.02, continued)

permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.

3. IECC, Table N1102.1, Insulation and Fenestration Requirements by Component, is amended by adding the following as footnote "m": "Log walls complying with ICC400 and with a minimum average wall thickness of 5" or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.
- (2) Paragraph (1) of this rule shall not be construed as adopting any provision of the cited publications which establishes:
 - (a) Any provision superseded by law;
 - (b) An optional or recommended, rather than mandatory, standard or practice; or
 - (c) Any agency, procedure, fees or penalties for administration or enforcement purposes inconsistent with these rules.
 - (3) The provisions of the cited publications adopted by reference in paragraph (1) shall govern the manner in which:
 - (a) The codes and standards are applied to construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) or more square feet of interior space as defined in this chapter;
 - (b) Occupancies and types of construction are classified for the purpose of determining minimum requirements of the codes and standards; and
 - (c) The specific requirements of the codes and standards may be modified to permit the use of alternate materials or methods of construction.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.03 CONFLICTS.

- (1) In the event of a conflict or inconsistency between the codes and standards adopted by reference in Tenn. Comp. R. & Regs. 0780-02-23-.02 and 0780-02-01-.02 (Electrical Installations), the most stringent provisions shall control.
- (2) Nothing in this rule shall abrogate any right of appeal granted under T.C.A. Title 68, Chapters 102 and 120.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.04 APPLICATION.

- (1) After October 1, 2010, the commencement of any construction, as defined in rule 0780-02-23-.01, of one and two family dwellings or townhouses undertaken shall be in compliance with the standards adopted by reference in rule 0780-02-23-.02.

(Rule 0780-02-23-.04, continued)

- (2) After October 1, 2011, the commencement of any construction, as defined in rule 0780-02- 23-.01, of additions to one and two family dwellings or townhouses of thirty (30) square feet or more of interior space undertaken shall be in compliance with the standards adopted by reference in rule 0780-02-23-.02.

Authority: TC.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.05 PERMITS.

- (1) After October 1, 2010, no construction of a one (1) or two (2) family dwelling or townhouse shall be started without securing a building permit from an issuing agent authorized by the Commissioner of Commerce and Insurance, except in an exempt jurisdiction or in the unincorporated areas of a county or in a municipality that have opted out of these provisions. The permit shall be secured in the area where the work is to be performed until a certificate of occupancy is issued. A separate permit shall be required for each unit of a townhouse. Issuing agents shall retain no more than fifteen dollars (\$15.00) for each issued permit. This fifteen dollar (\$15.00) fee shall be retained from the applicable permit fee for inspection referenced in Tenn. Comp. R. & Regs. 0780-02-23-.08.
- (2) After October 1, 2011, no construction of an addition to a one (1) or two (2) family dwelling or townhouse of thirty (30) square feet or more of interior space shall be started without securing a building permit from an issuing agent authorized by the Commissioner of Commerce and Insurance, except in an exempt jurisdiction or in the unincorporated areas of a county or in a municipality that have opted out of these provisions. The permit shall be secured in the area where the work is to be performed until a certificate of occupancy is issued. Issuing agents shall retain no more than fifteen dollars (\$15.00) for each issued permit. This fifteen dollar (\$15.00) fee shall be retained from the applicable permit fee for inspection referenced in Tenn. Comp. R. & Regs. 0780-02-23-.08.
- (3) A property owner's permit shall automatically expire upon completion of the work for which the permit was issued. All work done under such permit shall be subject to regular inspection requirements and fees and other applicable laws and regulations. Pursuant to T.C.A. § 62-6-103, an individual may obtain only one (1) property owner's permit within a twenty four (24) month period.
- (4) (a) When applying for a permit, an applicant shall complete a form prescribed by the Department containing at least the following information:
 1. The location where the work will be performed, including street address, if available;
 2. A description of the work to be performed;
 3. The use and occupancy of the structure;
 4. The valuation of the project;
 5. The square footage of the construction; and
 6. The signature of the applicant.(b) When applying for a permit, an applicant shall present:
 1. Payment in an acceptable form in the amount of the permit fee; and

(Rule 0780-02-23-.05, continued)

2. Licensure pursuant to T.C.A. Title 62, Chapter 6 (except for a property owner's permit).
- (c) When applying for a permit, an applicant shall certify and have proof available, if requested, of:
 1. Availability of public sewer or a septic permit; and
 2. Any license or permit required by state law or local ordinance.
- (5) All building permits are non-transferable.
- (6) In the event more than one (1) rejection is issued during the building inspection process, an additional inspection permit shall be obtained for each subsequent rejection.
- (7)
 - (a) A building permit shall be void if the authorized work is not commenced within one hundred eighty (180) days after its issuance. If the work authorized by a permit is commenced and then suspended or abandoned for a period of one hundred eighty (180) days a building permit shall be void. The Commissioner of Commerce and Insurance, or designee, is authorized to grant one (1) or more extensions of time, for period of not more than one hundred eighty (180) days each. All extensions shall be requested in writing and justifiable cause demonstrated.
 - (b) Every building permit shall expire two (2) years from the date of issue or upon the issuance of the certificate of occupancy unless:
 1. The Commissioner of Commerce and Insurance, or designee, determines that substantial progress has been made in the work authorized by the permit; and
 2. The permit holder is granted an exception or extension after submitting a written request to the Commissioner of Commerce and Insurance, or designee.
 - (c) No construction work for which a permit is required shall be commenced in any building or premises until a permit to perform such work is obtained.
- (8) The original permit, along with any other required state or local permit, shall be placed on site and readily available for inspection. Upon completion of a request form prescribed by the Department, a duplicate original permit may be obtained for a fee of ten dollars (\$10.00) in the event of a loss or destruction of the original permit.
- (9) It shall be the responsibility of all persons performing work on the site to comply with the required codes and standards.
- (10) The issuance of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter or of any state law or regulation or any ordinance of the local jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter, any state law or regulation or any ordinance of the local jurisdiction shall not be valid. The issuance of a permit based on construction documents or other data shall not prevent the Division from requiring the correction of errors in the construction documents or other data. The Division is also authorized to prevent occupancy or use of a structure where there is a violation of the chapter or any state law or regulation.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.06 ISSUANCE OF PERMITS IN VIOLATION OF THIS CHAPTER.

- (1) The Division may suspend or revoke a permit issued under the provisions of this chapter wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any state law or regulation or any of the provisions of this chapter.
- (2) Upon notice from the Division to the issuer, the issuer shall immediately revoke any permit issued in violation of state law or regulation or this chapter, and any construction on such project must cease until proper approval is obtained and a new permit issued pursuant to this chapter.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.07 INSPECTIONS.

- (1) Inspections of construction of one (1) family and two (2) family dwellings, townhouses begun after October 1, 2010, and additions thereto of thirty (30) square feet or more of interior space begun after October 1, 2011, will be conducted by deputy building inspectors appointed under contract with the Commissioner of Commerce and Insurance pursuant to T.C.A. § 68-120-101.
 - (a) Fees for such inspections for services in subparagraph (2)(a) are specified in rule 0780-02-23-.08.
 - (b) Fees charged for additional inspections, including consultation inspections, slab inspections, plumbing, mechanical and gas inspections and inspections necessitated by more than one (1) rejection on the project, are specified in rule 0780-02-23-.08.
- (2) (a) Inspections shall be required on:
 1. Foundations after poles or piers are set or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, equipment and special requirements for wood foundations. Monolith poured slabs shall be inspected as the footing for the structure.
 2. After October 1, 2011, plumbing and mechanical systems prior to covering or concealment, before fixtures or appliances are set or installed, and prior to or at the same time as the framing inspection.
 3. Frame after roof, framing, fire stopping, draft stopping, bracing rough in plumbing, rough in mechanical and rough in electrical are in place.
 4. Attached garages.
 5. Prefabricated walls.
 6. Fire renovations.
 7. Final after the permitted work is complete and prior to occupancy.

(Rule 0780-02-23-.07, continued)

- (b) If a slab foundation, other than a monolith pour, is to be used, an inspection of the slab shall be required in addition to the foundation inspection. Monolith pour, or monolith slab foundation that consists of a single concrete slab with thickened portions of slab under loadbearing walls, does not require a separate inspection.
- (c) Energy efficiency inspections shall occur during the required inspections specified in Tenn. Comp. R. & Regs. 0780-02-23-.08(2) as required by the adopted codes and standards.
- (3) It shall be the duty of the permit holder or agent thereof to notify the building inspector through the permit issuing agent that such work is ready for inspection. It shall be the duty of the person requesting any inspections required to provide access to and means for inspection of such work.
- (4) Inspections shall be conducted in the order set out in paragraph (2) of this rule. Work shall not be done beyond the point indicated in each successive inspection without first obtaining approval of the building inspector. The building inspector, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with the adopted standards. Any portions that do not comply with the adopted codes and standards shall be corrected and such portions shall not be covered or concealed until authorized by the building inspector.
- (5) The Commissioner of Commerce and Insurance, or designee, may waive an inspection if an inspection letter approving the work acceptable to the Division is signed and submitted by an architect or engineer currently registered in the state of Tennessee.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.08 FEES.

- (1) The fee shall be payable in full at the time of application for a building permit. The fee shall be determined based on actual expected construction costs; however, the actual costs shall not be less than the construction cost based on the latest available Building Valuation Data published by the International Code Council (using a 0.60 Cost Modifier, except for the footnotes). The fee for a permit for construction shall be as specified in the following table:

Total Construction Cost	Fee
\$0.00 to \$5,000	\$100
\$5,001 to \$100,000	\$350
\$100,001 to \$150,000	\$400
\$150,001 to \$200,000	\$450
\$200,001 to \$250,000	\$500
\$250,001 to \$300,000	\$550
\$300,001 AND UP	\$550 for the first \$300,000; plus \$50.00 for each additional fifty thousand dollars (\$50,000) above \$300,000 or fraction thereof.

(Rule 0780-02-23-.08, continued)

- (a) When the permit fee is to be collected from another state department or agency, the permit may be issued once all information needed to invoice or journal voucher the other state department or agency has been received.
 - (b) If the application for a building permit must be resubmitted because its issuance has become invalid under paragraph (3) of rule 0780-02-23-.05, the fee established in this rule shall be imposed.
- (2) After October 1, 2011, the fee for a plumbing and mechanical inspection shall be one hundred dollars (\$100.00) in addition to other applicable fees.
- (3) The fee for a slab inspection, other than monolith pours, shall be one hundred dollars (\$100.00) in addition to other applicable fees.
- (4) The fee for a prefabricated wall inspection shall be one hundred dollars (\$100.00) in addition to other applicable fees.
- (5) The fee for a re-inspection necessitated by more than one (1) rejection on a project shall be one hundred dollars (\$100.00).
- (6) The fee for a consultation inspection or a temporary certificate of occupancy shall be one hundred dollars (\$100.00).
- (7) The Division may require appropriate documentation of costs (such as contractors' bids or invoice) if:
 - (a) In the Division's opinion, the construction cost of a project has been underestimated in a permit application based on the latest available Building Valuation Data published by the International Code Council (using a 0.60 Cost Modifier, except for the footnotes).
 - (b) After initial review, if such documentation warrants an additional permit charge it shall be computed, assessed, and paid promptly and no further construction shall be authorized pursuant to the authority of the permit until payment is made.
- (8) If a permit expires before completion of a project or a project is stopped before its completion, the permit holder shall be entitled to a refund of the inspection fees that would have been due to the deputy building inspector under their contract for any required inspection under Tenn. Comp. R. & Regs. 0780-02-23-.08 that was not performed, provided that the permit holder requests such refund on a form prescribed by the Division no less than sixty (60) days prior to the expiration of the permit.
- (9) Any person who begins any work on any building or structure before obtaining the necessary permit required under this chapter shall be subject to an additional fee of one hundred percent (100%) of the required permit fee for each violation.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.09 CERTIFICATE OF OCCUPANCY.

- (1) A new one (1) or two (2) family dwelling, townhouse, where construction began after October 1, 2010, or any additions thereto of thirty (30) square feet or more of interior space regulated under this chapter, where construction began after October 1, 2011, shall not be occupied until the Division has issued a certificate of occupancy.

(Rule 0780-02-23-.09, continued)

- (2) A certificate of occupancy shall be issued after the passage of all inspections required by this chapter and passage of the final electrical inspection.
- (3) The certificate of occupancy shall state:
 - (a) The building permit number;
 - (b) The address of the building;
 - (c) The name and address of the building owner;
 - (d) The name of the deputy building inspector;
 - (e) The edition of the codes and standards the building permit was issued under; and
 - (f) The date of issuance.
- (4) A temporary certificate of occupancy may be issued by the Division for a portion or portions of the construction that may be occupied safely prior to final completion of the building.
- (5) The Division may suspend or revoke a certificate of occupancy issued under the provisions of this chapter if the certificate of occupancy is issued in error, or on the basis of incorrect, inaccurate or incomplete information, or in violation of any state law or regulation or any of the provisions of this chapter.

Authority: TC.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.10 DISPUTE RESOLUTION.

- (1) Disputes that arise during the inspection process shall be resolved as follows:
 - (a) When a dispute arises as to the interpretation or applicability of a provision of the adopted codes and standards between the owner, designer or contractor on a project and the deputy building inspector inspecting the project, the dispute shall be submitted to the Director over residential inspections, or designee, for resolution.
 - (b) If the owner, designer or contractor disagrees with the decision of the Director over residential inspections, or designee, the dispute shall be submitted to the Director's supervisor within the Division for resolution.
 - (c) If the owner, designer or contractor disagrees with the decision of the Director's supervisor within the Division, the dispute shall be submitted to the Commissioner of Commerce and Insurance, or designee, for resolution.
 - (d) At any point during this process, the parties may agree to submit the dispute to the publisher of the applicable codes and standards for a written opinion.
- (2) The entire dispute resolution process set forth in paragraph (1) above shall be completed as quickly as possible, but no more than thirty (30) calendar days from the date that the dispute is first submitted for resolution, unless the dispute is submitted to the publisher of the codes and standards for an opinion.
- (3) If there are any fees charged by the publisher for rendering a written opinion, those fees shall be paid by the owner, designer or contractor of the project before a certificate of occupancy will be issued by the Division.

(Rule 0780-02-23-.10, continued)

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.11 EQUIVALENCIES.

- (1) Wherever there are practical difficulties involved in carrying out the provisions of this chapter and the codes and standards adopted in this chapter, the Commissioner of Commerce and Insurance, or designee, shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Commissioner of Commerce and Insurance, or designee, shall first find that the special individual reason makes the strict application of the codes and standards adopted in this chapter impractical and the modification is in compliance with the intent and purpose of the codes and standards adopted in this chapter and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and kept in the files of the Division.
- (2) The provisions of the codes and standards adopted in this chapter are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by the codes and standards, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Commissioner of Commerce and Insurance, or designee, finds that the proposed design is satisfactory and complies with the intent of the codes and standards adopted in this chapter, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed by the codes and standards adopted in this chapter in quality, strength, effectiveness, fire resistance, durability and safety.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.12 LOCAL GOVERNMENT ENFORCING RESIDENTIAL BUILDING CODES AND STANDARDS.

- (1) Purpose. Pursuant to T.C.A. § 68-120-101, a local government may be responsible for adopting and enforcing residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space. The county or city is authorized to charge and receive a fee for each inspection performed. This rule sets forth the criteria by which local governments are authorized to adopt and enforce residential building codes and standards and procedures by which the Division may review such authorization.
- (2) Initial Authorization.
 - (a) On or before July 1, 2010, or upon subsequent adoption thereof, a local government meeting the requirements of T.C.A. § 68-120-101, to adopt and enforce residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space, shall provide the Division with the following information:
 1. The titles and editions of the residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings and townhouses adopted and enforced by the local government;
 2. The number and types of inspections that will be conducted;

(Rule 0780-02-23-.12, continued)

3. A description of the permit issuance, enforcement and recordkeeping process for all residential inspection activities.
 4. The names of all persons who are employed by the local government to perform residential building inspections on the construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space and who meet the training requirements of T.C.A. §§ 68-120-101(f)(1)(B), 68-120-113 and 68-120-118; and
 5. The Division may request any other documentation it deems necessary from a local government to evidence compliance with the requirements of T.C.A. §§ 68-120-101, 68-120-113 and 68-120-118, and may conduct an on-site review of the local government's residential building permit and inspection process.
- (3) Except as provided in T.C.A. § 68-120-101, or otherwise approved in writing by the state fire marshal, no city, county, town, municipal corporation, metropolitan government, or political subdivision of the state of Tennessee shall adopt or enforce any ordinance prescribing less stringent standards of fire prevention, fire protection, or building construction safety than those established hereunder. The residential building construction and fire safety codes and standards adopted by a local government shall be current within seven (7) years of the date of the latest edition published. Any amendments to the editions of the standards and codes adopted by the local government shall be designed to afford a reasonable degree of safety to life and property from fire and hazards incident to the design, construction, alteration, and repair of buildings or structures within the jurisdiction.
- (4) Review of Local Government Authorization.
- (a) For any local government that is authorized to adopt and enforce residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space, the Division will conduct a review of the local government's authorization at least once every three (3) years. The local government shall submit the following information on a form provided by the Division within thirty (30) days of its receipt of the form.
 1. The titles and editions of the residential building construction and fire safety codes and standards for one (1) and two (2) family dwellings and townhouses adopted and enforced by the local government;
 2. The number and types of residential inspections that are conducted;
 3. A description of the permit issuance, enforcement and recordkeeping process for all residential inspection activities;
 4. The names of all persons who are employed by the local government to perform residential building inspections on the construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space and who meet the training requirements of T.C.A. §§ 68-120-101(f)(1)(B), 68-120-113 and 68-120-118; and,
 5. The Division may request any other documentation it deems necessary from the local government to evidence compliance with the requirements of T.C.A. §§ 68-120-101, 68-120-113 and 68-120-118, and may conduct an on-site review of the local government's residential building permit and inspection process.

(Rule 0780-02-23-.12, continued)

- (b) Each local government selected for an on-site review pursuant to this paragraph shall be notified of the review in writing.
- (c) Report of **Review**.
 - 1. After conclusion of the review, the Division shall notify the local government in writing whether the local government's adopted residential building construction and fire safety codes and standards are current as required by law, whether there are any areas in which the local government is not adequately enforcing the adopted codes and standards, and whether the local government's personnel is properly performing inspections.
 - 2. If the local government has not adopted current residential building codes and standards, is not adequately enforcing the adopted codes and standards, or is not properly performing inspections, the notification shall contain recommended corrective action, and the local government shall be directed to submit a plan of corrective action to the Division within thirty (30) days after its receipt of the notification. The plan of corrective action shall be sufficiently detailed so as to ensure compliance with all requirements for initial authorization.
 - 3. Within thirty (30) days after receipt of the local government's plan of corrective action, the Division shall either approve or disapprove the plan. If the plan is approved, the Division may conduct periodic follow-up reviews to ensure continued compliance with the plan. If the plan is not approved, the Division may remove the local government's authorization to conduct building inspections on the construction of one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.13 PERMIT ISSUING AGENTS.

- (1) All individuals, including all business entities, local governments and cooperatives, who undertake to issue building permits under this chapter, must hold a current contract with the Department of Commerce and Insurance, as administered through the Division of Fire Prevention.
- (2) State deputy building inspectors and their immediate families are ineligible to become issuing agents. Additionally, without prior approval from the Department, no individual or business entity in any way related to or financially associated with any Department official will be allowed to become an issuing agent.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.14 LOCAL GOVERNMENT OPTING OUT OF THESE PROVISIONS.

Any local government opting out of the provisions of T.C.A. § 68-120-101 regarding residential building codes and standards for one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space shall submit to the Division the following:

- (1) A certified copy of the resolution opting out of these provisions;
- (2) The date of the next election for the legislative body; and

(Rule 0780-02-23-.14, continued)

- (3) The name and mailing address of the person responsible by law for recordkeeping for the legislative body and to whom any notifications should be sent.

Authority: T.C.A. § 68-120-101(b). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010. Amendments filed November 4, 2016; effective February 2, 2017.

0780-02-23-.15 DWELLING UNITS.

- (1) A single dwelling unit providing complete independent living facilities including, but not limited to, permanent provisions for living, sleeping, eating, cooking and sanitation, may meet the requirements of a one (1) and two (2) family dwelling and shall not be subject to the provisions of Tenn. Comp. R. & Regs. 0780-02-03 (Review of Construction Plans and Specifications) if the dwelling unit:
 - (a) Is three (3) stories or less;
 - (b) Has a maximum occupancy of twelve (12) or fewer transient occupants; and,
 - (c) And consists of a gross area of less than five thousand square feet (5,000).
- (2) A dwelling unit shall be in compliance with Paragraph (1) of this rule in order to qualify for classification as a one (1) or two (2) family dwelling unit. Any noncompliance with a single criterion may result in the dwelling unit being classified as nonresidential.
- (3) A boarding house or congregate living facility shall meet the requirements of the applicable standards adopted pursuant to T.C.A. § 68-120-101 and Tenn. Comp. R. & Regs. 0780-02- 02 (Codes and Standards) and 0780-02-03 (Review of Construction Plans and Specifications).

Authority: T.C.A. § 68-120-101. **Administrative History:** New rule filed November 4, 2016; effective February 2, 2017.

ORDINANCE #1575

AN ORDINANCE TO REZONE UNADDRESSED PROPERTY ON COWAN ROAD AND MILLER STREET (TAX MAP 110, PARCEL 048.00) FROM B-3 (HIGHWAY COMMERCIAL) TO R-2 (MEDIUM-DENSITY RESIDENTIAL) AND TO REPEAL ANY ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HEREWITH

WHEREAS, a request has been submitted to rezone unaddressed property on Cowan Road and Miller Street, more particularly identified as Tax Map 110, Parcel 048.00, containing approximately 7.59 acres, from B-3 (highway commercial) to R-2 (medium-density residential); and

WHEREAS, the purpose of this rezoning is to facilitate the development of workforce housing for Tennsco employees; and

WHEREAS, the proposed rezoning is consistent with the City's adopted Comprehensive Plan; and

WHEREAS, the Municipal Planning Commission reviewed this request and forwarded a favorable recommendation on Sept.16, 2025; and

WHEREAS, public notice has been given and a public hearing held as required by law.

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

SECTION 1. The unaddressed property on Cowan Road and Miller Street identified as Tax Map 110, Parcel 048.00 in the records of the Registrar of Deeds for Dickson County, as shown in Exhibit "A," be rezoned from B-3 (highway commercial) to R-2 (medium-density residential).

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be repealed.

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

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

ATTEST:

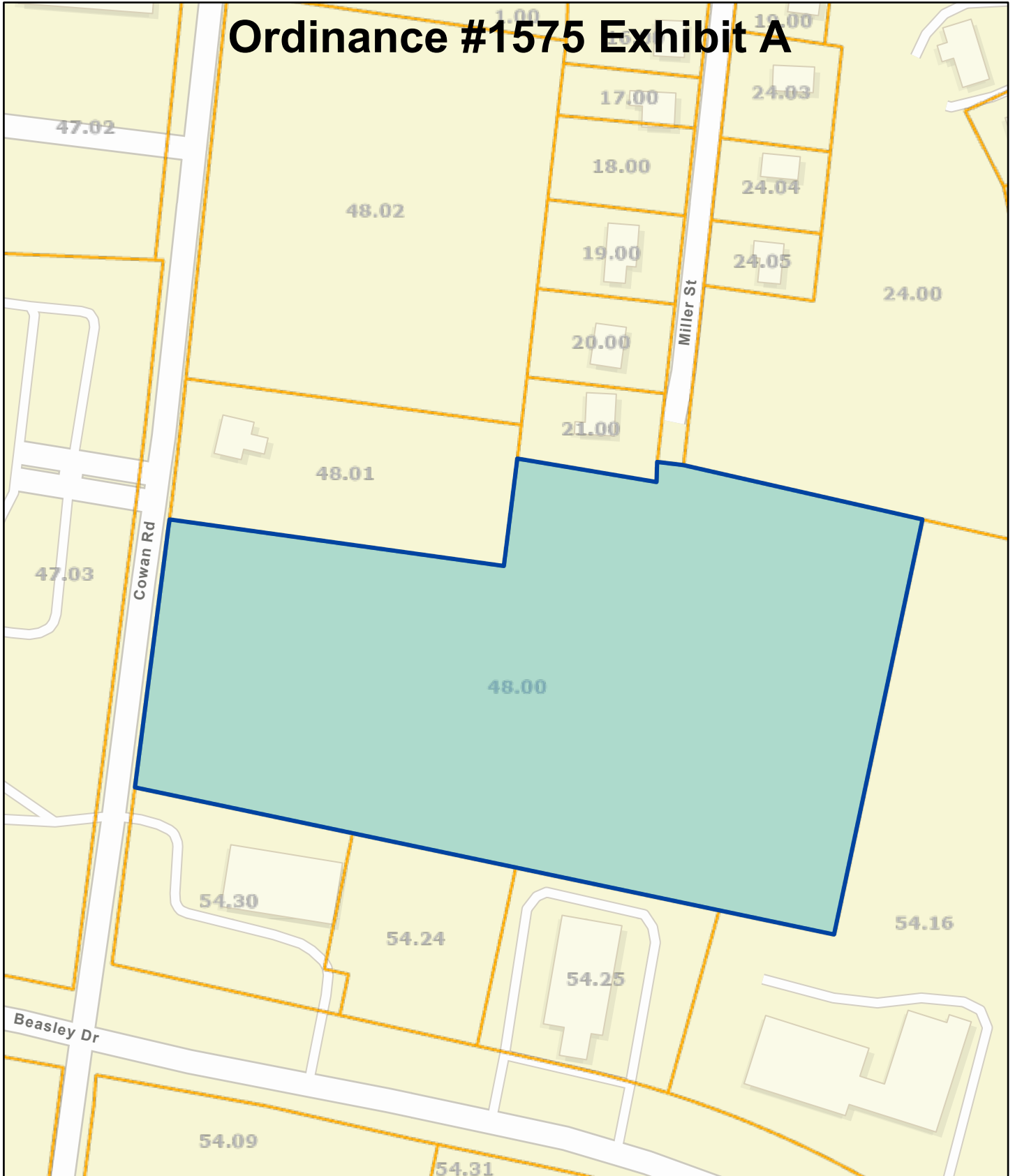
Chris Norman, RECORDER

Public Hearing: _____

Passed First Reading: _____

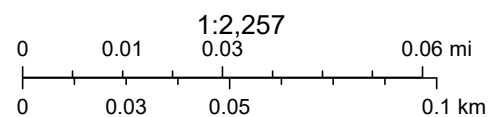
Passed Second Reading: _____

Ordinance #1575 Exhibit A



Date: September 30, 2025

County: DICKSON
Owner: TENNSCO CORP
Address: COWAN RD
Parcel ID: 110 048.00
Deeded Acreage: 0
Calculated Acreage: 7.59



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.

RESOLUTION #2025-63

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
MASTER SERVICES AGREEMENT WITH SOUTHERN ARCHITECTURE
WORKSHOP LLC TO PROVIDE ON-CALL ARCHITECTURE SERVICES FOR THE
CITY OF DICKSON, TENNESSEE**

WHEREAS, the City of Dickson wishes to engage the services of an architecture firm to provide on-call services for upcoming projects and other needs of the City; and

WHEREAS, following a review of proposals and qualifications according to the City's policy, the administration recommends Southern Architecture Workshop LLC to be the on-call architecture firm of record; and

WHEREAS, Southern Architecture Workshop LLC has submitted a Master Services Agreement, a copy of which is attached as an exhibit hereto.

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

SECTION 1. The Master Services Agreement with Southern Architecture Workshop LLC attached hereto is accepted and approved.

SECTION 2. The Mayor of the City of Dickson is authorized to sign and execute said Master Services Agreement with Southern Architecture Workshop LLC and all documents and instruments necessary to its implementation.

SECTION 3. Payment for services within the scope of services contained in the Master Services Agreement is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 6th day of October in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055

and the Architect:
(Name, legal status, address and other information)

Southern Architecture Workshop, LLC
2020 Fieldstone Parkway, Suite 900-263
Franklin, TN 37069

for the following Project:
(Name, location and detailed description)

To be determined. The Owner and Architect intend this to be a Master Agreement, which will be supplemented with a specific addendum for each Project to which it applies (each a "Project Addendum"). Any references herein to the "Agreement" shall mean this Agreement as supplemented by such Project Addendum, and shall include the Project Addendum.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 6 COST OF THE WORK
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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1 and the Project Addendum. In the event of any conflict between the terms of this Agreement and the Project Addendum, the terms of the Project Addendum will govern for the particular Project.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined and established in the Project Addendum ("TBD").

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable ("N/A"), unless otherwise stated in the Project Addendum

§ 1.1.6.1 Intentionally omitted.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

TBD

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

TBD

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.11.2 Consultants retained under Additional Services:

N/A, unless otherwise stated in the Project Addendum

§ 1.1.12 Other Initial Information on which the Agreement is based:

TBD

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, if there are material changes in the Initial Information.

§ 1.3 The parties may agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Intentionally omitted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed or registered in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed or registered design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances, and who have experience on projects of a similar size, nature, schedule and budget. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, and in accordance with the schedule approved by the Owner pursuant to Section 3.1.3.

§ 2.2.1 The Architect shall be responsible for the acts and omissions of its agents, employees and consultants, and all other persons and entities providing services to the Project through or on behalf of the Architect, and all other persons and entities for which the Architect is responsible (collectively, the "Architect Parties"). Nothing in this section will limit the liability of the Architect Parties for their own acts and omissions.

§ 2.2.2 Subject to the applicable standard of care, the Architect, the Architect Parties, their services and the Construction Documents shall comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders and requirements of public authorities, including those that relate to hazardous materials, accessibility for the physically challenged (including the Americans with Disabilities Act), privacy and protection of confidential information.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative shall not change unless approved by the Owner in writing.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering the Architect's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. If such insurance is written on a claims-made basis, the Architect shall maintain such insurance for at least five years after Substantial Completion of each specified Project and shall furnish the Owner with satisfactory evidence of such continuation of coverage prior to final payment.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 All services of the Architect's consultants shall be provided pursuant to written agreements with the Architect that specifically bind such consultants to the terms of this Agreement and the Project Addendum, to the extent applicable. Such agreements shall require the consultants to carry and maintain insurance coverage similar to the coverage described in this Section 2.5, with reasonably prudent limits and coverages in light of the services to be rendered. The Architect shall furnish the Owner with copies of such agreements at the Owner's request.

§ 2.6 To the full extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and each of its officers and employees from and against claims, damages, losses, liabilities, expenses and judgments arising out of, related to or in connection with the Architect's services under this Agreement and the Project Addendum, including reasonable attorneys' fees and expenses incurred in defending those claims, but only to the extent caused by the negligent acts or omissions of the Architect or any of the Architect Parties.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Articles 1, 2 and 3, and include usual and customary structural, mechanical, plumbing and electrical engineering services, as well as all services identified in the Project Addendum. Services not identified in this Agreement or the Project Addendum as Basic Services are

Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services and the services of the Architect Parties, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services, and the services of the Architect Parties, with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of the Project Addendum, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's written directive or substitution, or for the Owner's written acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and comply with all applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, shall prepare submittal documents and drawings required by the approval process of such authorities, and shall make such supplementary or clarifying submittals as required for the Owner to obtain final approvals and authorizations from such authorities.

§ 3.1.7 The Owner's written approval of the Schematic Design Documents, Design Development Documents, Construction Documents, any estimate of the Cost of the Work, or any other item or service provided by the Architect does not relieve or release the Architect of its obligations or duties, or waive any of the Owner's rights, under or arising out of this Agreement.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 Intentionally omitted.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Intentionally omitted.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms. The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Intentionally omitted.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents; provided however, the Architect shall comply with its obligations to observe the Work and report to the Owner known deviations from the Contract Documents and from the most recent approved construction schedule, and defects and deficiencies observed in the Work. The Architect shall be responsible for the Architect's and Architect Parties' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2.1 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, to endeavor to protect the Owner against defects and deficiencies in the Work and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, and as otherwise known to the Architect, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. The Architect shall advise and obtain the consent of the Owner prior to rejecting any Work and prior to requiring any inspection or testing of the Work.

§ 3.6.2.3 The Architect shall interpret and advise the Owner or Contractor, as applicable, about matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. The Architect's interpretations on matters relating to aesthetic effect shall be final if consistent with the Owner's approvals and the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall timely issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other timely and appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy, and shall include in the Construction Documents a list of any such professional design services and certifications that are required. The Architect shall timely review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2.1, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may, after consulting with the Owner, order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. If requested by the Owner, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Each Change Order and Construction Change Directive shall clearly define the change in the Work and be accompanied by sufficient documentation to support any adjustments in the Contract Sum or Contract Time.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties, guarantees, manuals and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall notify the Owner in advance of all such inspections, and the Owner or its designated representative shall have the right to participate in such inspections.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services

§ 4.1.1 The table below is not applicable and does not form a part of the Agreement. All services included in Basic Services for the Project are identified elsewhere in this Agreement, including the Project Addendum. The Architect shall provide Additional Services only if specifically approved by the Owner in writing, and the Owner agrees in writing to compensate the Architect for such Additional Services as provided in Section 4.2.1.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Additional Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	TBD per each Project Addendum
§ 4.1.1.2 Multiple preliminary designs	TBD per each Project Addendum
§ 4.1.1.3 Measured drawings	TBD per each Project Addendum
§ 4.1.1.4 Existing facilities surveys	TBD per each Project Addendum
§ 4.1.1.5 Site evaluation and planning	TBD per each Project Addendum
§ 4.1.1.6 Building Information Model management responsibilities	TBD per each Project Addendum
§ 4.1.1.7 Development of Building Information Models for post construction use	TBD per each Project Addendum
§ 4.1.1.8 Civil engineering	TBD per each Project Addendum
§ 4.1.1.9 Landscape design	TBD per each Project Addendum
§ 4.1.1.10 Architectural interior design	TBD per each Project Addendum
§ 4.1.1.11 Value analysis	TBD per each Project Addendum
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	TBD per each Project Addendum
§ 4.1.1.13 On-site project representation	TBD per each Project Addendum
§ 4.1.1.14 Conformed documents for construction	TBD per each Project Addendum
§ 4.1.1.15 As-designed record drawings	TBD per each Project Addendum
§ 4.1.1.16 As-constructed record drawings	TBD per each Project Addendum
§ 4.1.1.17 Post-occupancy evaluation	TBD per each Project Addendum
§ 4.1.1.18 Facility support services	TBD per each Project Addendum
§ 4.1.1.19 Tenant-related services	TBD per each Project Addendum

§ 4.1.1.20 Architect's coordination of the Owner's consultants	TBD per each Project Addendum
§ 4.1.1.21 Telecommunications/data design	TBD per each Project Addendum
§ 4.1.1.22 Security evaluation and planning	TBD per each Project Addendum
§ 4.1.1.23 Commissioning	TBD per each Project Addendum
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	TBD per each Project Addendum
§ 4.1.1.25 Fast-track design services	TBD per each Project Addendum
§ 4.1.1.26 Multiple bid packages	TBD per each Project Addendum
§ 4.1.1.27 Historic preservation	TBD per each Project Addendum
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD per each Project Addendum
§ 4.1.1.29 Other services provided by specialty Consultants	TBD per each Project Addendum
§ 4.1.1.30 Other Supplemental Services	TBD per each Project Addendum

§ 4.1.2 Notwithstanding any of the provisions of this Agreement, the Architect shall not be entitled to compensation or an extension of time for any services required due to the negligence or breach of contract of the Architect or any of the Architect Parties.

§ 4.2 Architect's Additional Services

§ 4.2.1 Prior to providing any services the Architect believes are Additional Services, the Architect shall notify the Owner of such belief in writing and provide a proposed schedule for, and an estimate of, or proposal for, the additional fees and expenses to be incurred as a result of, such services. After receipt of such notice and information, if the Owner authorizes such services as Additional Services in writing, the Architect shall provide such Additional Services in accordance with the terms and conditions of such authorization and this Agreement. Except for services required due to the negligence or breach of contract of the Architect or any of the Architect Parties, any Additional Services provided in accordance with this Section 4.2.1 shall entitle the Architect to compensation pursuant to Section 11.3, or as otherwise agreed in writing, and any agreed adjustment in the Architect's schedule. The Owner shall have no obligation to pay additional compensation or expenses associated with any such services unless such services are authorized by the Owner in writing pursuant to this Section 4.2.1

§ 4.2.2 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services, subject to Section 4.2.1. When the limits below are reached, the Architect shall notify the Owner:

- 1 (TBD) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 (TBD) visits to the site by the Architect during construction
- 3 (TBD) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 (TBD) inspections for any portion of the Work to determine final completion.

§ 4.2.3 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.4 If the services covered by this Agreement have not been completed within (TBD) months of the date of the Project Addendum, through no fault of the Architect or any of the Architect Parties, extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 If reasonably required for the Project, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner also may designate other representatives who are authorized to act on the Owner's behalf with respect to the Project, and may modify or revoke the authority of any such representatives in writing. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 If reasonably required for the Project, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 If reasonably required for the Project, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide any services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project, and obtains the Owner's authorization in accordance with Section 4.2.1. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall notify the Owner of any tests, inspections and reports that are required, or that are advisable in the opinion of the Architect.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner or the Architect shall provide prompt written notice to the other party if either of them becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Notwithstanding the foregoing, the Owner may communicate directly with such third parties orally or in writing, but shall inform the Architect of any oral communications and copy the Architect on any written communications.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost paid by the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.2 Intentionally omitted.

§ 6.4 If, through no fault of the Architect or any of the Architect Parties, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to

modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Instruments of Service are the Drawings, Specifications and other documents and representations, including those in digital or electronic form, prepared by the Architect and the Architect's consultants to describe and define the Work. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, financing requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive, royalty-free license to use, reproduce and distribute the Architect's Instruments of Service for purposes of constructing, marketing, promoting, leasing, selling, operating, managing, using, maintaining, altering and adding to any or all portions of the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this Section 7.3 also permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to use, reproduce and distribute applicable portions of the Instruments of Service solely and exclusively for performing services or construction for the Project. If the Architect rightfully terminates this Agreement, or rightfully terminates this Agreement with respect to a particular Project, for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service on another project without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or intellectual property right in the Instruments of Service shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted in this Article 7 to another party without the prior written agreement of the Architect, except the Owner may assign any license and other rights or interests granted in this Article 7 to a buyer or grantee of all or part of the Project, to an entity affiliated with the Owner or to a lender. Any unauthorized use of the Instruments of Service by the Owner shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The Owner represents to the Architect that it either owns or has a license to use the documents provided to the Architect as Initial Information for incorporation into the Instruments of Service. Upon request of the Architect, the Owner shall provide reasonable evidence of such ownership or license.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the

binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are reimbursed or paid for by property insurance, and to the extent this waiver will not invalidate or adversely affect insurance coverage, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect and its officers, directors, employees and sub-consultants shall have a combined limitation of liability as set forth in Exhibit A. Intentionally omitted.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect or the Owner may proceed in accordance with applicable law to comply with the lien notice or filing deadlines, or to defend against or obtain the discharge of such lien, prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The Owner and Architect shall include a similar mediation provision in all agreements with contractors and consultants retained for the Project, thereby providing for mediation among and between all other persons and entities performing any portion of the services to be provided under this Agreement or the Work on the Project.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction in the county where the Project is located.
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Intentionally omitted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement and termination of any Project Addendum.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement for reasons other than the fault of the Architect or any of the Architect Parties, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) days' written notice to the Owner before suspending services (which period shall constitute an opportunity to cure). In the event of a suspension of services under this Section 9.1, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred because of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for reasons other than the fault of the Architect or any of the Architect Parties, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred because of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement, or may terminate this Agreement with respect to a particular Project, upon not less than seven days' written notice (which period shall constitute an opportunity to cure) should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Following a termination by the Owner under this Section 9.4, if a court of competent jurisdiction determines that the Architect did not fail to substantially perform in accordance with the terms of this Agreement, then such termination shall be deemed a termination for convenience under Section 9.5.

§ 9.5 The Owner may suspend the Architect's services or terminate this Agreement, and may suspend the Architect's services or terminate this Agreement with respect to a particular Project, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement, or terminates this Agreement with respect to a particular Project, for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement, or terminates this Agreement with respect to a particular Project, pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 The Architect shall include provisions consistent with this Article 9 in all its agreements with its consultants.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement, or terminates this Agreement with respect to a particular Project, are set forth in Article 7 and Section 9.6.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction except as otherwise provided herein. Unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and," and vice versa; the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate. Unless otherwise expressly stated, where reference is made in this Agreement to a particular Section or Article, the reference refers to the corresponding Section or Article in this Agreement.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a buyer or grantee of all or part of the Project, to an entity affiliated with the Owner or to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment; provided, however, that the Owner may provide a collateral assignment of this Agreement to a lender without its assuming the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall not specify or otherwise cause any hazardous or toxic substances, wastes or materials to be brought onto the Project site or incorporated into the Work, except in full compliance with applicable Law. If the Architect becomes aware of any suspected hazardous or toxic materials being brought onto or encountered at the Project site in violation of applicable laws or any of the Contract Documents, the Architect shall promptly notify and consult with the Owner. Except as provided above or elsewhere in this Agreement or under laws, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and

exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Articles 1, 2 3 and in the Project Addendum, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

TBD

- .2 Percentage Basis
(Insert percentage value)

TBD () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

TBD

§ 11.2 For the Architect's Additional Services that the Owner has specifically requested herein, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Owner and Architect shall agree on compensation for any Additional Services before they are provided.

§ 11.3 For Additional Services that may arise during the course of the Project, under Section 4.2.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Owner and Architect shall agree on compensation for any Additional Services before they are provided.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

The Owner and Architect shall agree on compensation for any Additional Services before they are provided.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (TBD %)
Design Development Phase	percent (TBD %)
Construction Documents Phase	percent (TBD %)
Procurement Phase	percent (TBD %)
Construction Phase	percent (TBD %)

Total Basic Compensation

one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work that has been approved by the Owner. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. The Architect is not entitled to compensation for services not performed.

§ 11.7 To the extent they become applicable, the hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted no more than once annually in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category
TBD

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures, if authorized in advance by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. The total compensation paid by the Owner for Reimbursable Expenses shall not exceed an amount set forth in Exhibit A for each Project, in the aggregate for the Project, without the Owner's prior written consent.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A, unless otherwise stated in the Project Addendum

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 Intentionally omitted.

§ 11.10.1.2 Intentionally omitted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Prime Rate plus four percent (4 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or is otherwise responsible for those amounts.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 It is intended by the parties to this Agreement that Architect's services in connection with the Project shall not subject Architect's or its consultants' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and Architect each agrees that, as either's sole and exclusive remedy, any claims, demands or suits it initiates against the other party shall be directed and/or asserted only against the other party and not against the other party's members, managers, representatives, agents, employees, officers or directors.

§ 12.2 Any written notice given under this Agreement shall be deemed duly served and received (1) immediately upon hand delivery to an officer of the intended recipient or to a representative identified in this Agreement or Project Addendum; (2) three business days after depositing in the U.S. Mail to the applicable address provided in this Agreement or Project Addendum, by registered, certified, or regular mail; and (3) one business day after depositing with a nationally recognized courier service that provides confirmation of delivery to the applicable address provided in this Agreement or Project Addendum, by express or overnight delivery.

§ 12.3 All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Architect that logically should survive completion or termination of this Agreement shall survive completion or termination of the Architect's services under this Agreement.

§ 12.4 No action or failure to act by the Owner or Architect shall constitute a waiver of any right, remedy, obligation or duty afforded them under this Agreement or Law, nor shall such action or failure to act constitute approval of or acquiescence in any breach of contract or negligence of the other party, except as provided herein or specifically agreed in writing.

§ 12.5 This Agreement and any Project Addendum may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a complete document. Signatures to this Agreement transmitted by facsimile, electronic mail in Portable Document Format (PDF) or any other digital or electronic means intended to preserve the original graphic and pictorial appearance of a document shall have the same effect as original signatures.

§ 12.6 This Agreement shall last for a term of five (5) years which may be extended by agreement of the Parties. The terms of this Agreement will apply to continue to apply to any Project Addendum that extends beyond this five (5) year term, but no further Project Addendums may be issued after the expiration of the contract term without an agreement to extend the Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

Building Information Modeling and Digital Data Exhibit, is not applicable.

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

AIA Document E204™-2017, Digital Data Protocol Exhibit, is not applicable

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Agreed form of Project Addendum attached hereto as Exhibit A. All other documents forming part of the Agreement are to be determined and established in the Project Addendum

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

TBD

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY:

(Printed name and title)

ARCHITECT (Signature)

BY:

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:12:43 CDT on 10/01/2025.

Changes to original AIA text

PAGE 1

PAGE 2

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1 and the Project Addendum. In the event of any conflict between the terms of this Agreement and the Project Addendum, the terms of the Project Addendum will govern for the particular Project.

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§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.
Intentionally omitted.

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§ 1.1.11.2 Consultants retained under ~~Supplemental~~Additional Services:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, ~~to accommodate if there are~~ material changes in the Initial Information.

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§ 1.3 The parties ~~shall~~may agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Intentionally omitted.~~

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed or registered in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed or registered design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances, and who have experience on projects of a similar size, nature, schedule and budget. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, and in accordance with the schedule approved by the Owner pursuant to Section 3.1.3.

~~§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.~~2.1 The Architect shall be responsible for the acts and omissions of its agents, employees and consultants, and all other persons and entities providing services to the Project through or on behalf of the Architect, and all other persons and entities for which the Architect is responsible (collectively, the "Architect Parties"). Nothing in this section will limit the liability of the Architect Parties for their own acts and omissions.

§ 2.2.2 Subject to the applicable standard of care, the Architect, the Architect Parties, their services and the Construction Documents shall comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders and requirements of public authorities, including those that relate to hazardous materials, accessibility for the physically challenged (including the Americans with Disabilities Act), privacy and protection of confidential information.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative shall not change unless approved by the Owner in writing.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ for each occurrence and ~~(\$ Two Million Dollars (\$ 2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$ Five Hundred Thousand (\$ 500,000)~~ each accident, ~~(\$ Five Hundred Thousand (\$ 500,000)~~ each employee, and ~~(\$ Five Hundred Thousand (\$ 500,000)~~ policy limit.

§ 2.5.6 Professional Liability covering the Architect's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ per claim and ~~(\$)~~ in the aggregate Two Million Dollars (\$2,000,000) in the aggregate. If such insurance is written on a claims-made basis, the Architect shall maintain such insurance for at least five years after Substantial Completion of each specified Project and shall furnish the Owner with satisfactory evidence of such continuation of coverage prior to final payment.

§ 2.5.9 All services of the Architect's consultants shall be provided pursuant to written agreements with the Architect that specifically bind such consultants to the terms of this Agreement and the Project Addendum, to the extent applicable. Such agreements shall require the consultants to carry and maintain insurance coverage similar to the coverage described in this Section 2.5, with reasonably prudent limits and coverages in light of the services to be rendered. The Architect shall furnish the Owner with copies of such agreements at the Owner's request.

§ 2.6 To the full extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner and each of its officers and employees from and against claims, damages, losses, liabilities, expenses and judgments arising out of, related to or in connection with the Architect's services under this Agreement and the Project Addendum, including reasonable attorneys' fees and expenses incurred in defending those claims, but only to the extent caused by the negligent acts or omissions of the Architect or any of the Architect Parties.

§ 3.1 The Architect's Basic Services consist of those described in ~~this Article 3~~ Articles 1, 2 and 3, and include usual and customary structural, mechanical, plumbing and electrical engineering services, as well as all services identified in the Project Addendum. Services not set forth identified in this Article 3 are Supplemental ~~or Agreement or the Project Addendum as Basic Services are Additional Services.~~

§ 3.1.1 The Architect shall manage the Architect's services and the services of the Architect Parties, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services, and the services of the Architect Parties, with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of ~~this Agreement~~ the Project Addendum, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's written directive or substitution, or for the Owner's written acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to and comply with all applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project, shall prepare submittal documents and drawings required by the approval process of such authorities, and shall make such supplementary or clarifying submittals as required for the Owner to obtain final approvals and authorizations from such authorities.

§ 3.1.7 The Owner's written approval of the Schematic Design Documents, Design Development Documents, Construction Documents, any estimate of the Cost of the Work, or any other item or service provided by the Architect does not relieve or release the Architect of its obligations or duties, or waive any of the Owner's rights, under or arising out of this Agreement.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. ~~The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.~~

§ 3.2.6 ~~The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~Intentionally omitted.

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§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~Intentionally omitted.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of ~~(1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).~~ The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 ~~The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.~~Intentionally omitted.

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding ~~and preparing~~ contracts for construction.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents; provided however, the Architect shall comply with its obligations to observe the Work and report to the Owner known deviations from the Contract Documents and from the most recent approved construction schedule, and defects and deficiencies observed in the Work. The Architect shall be responsible for the Architect's and Architect Parties' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2.1 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, to endeavor to protect the Owner against defects and deficiencies in the Work and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, and as otherwise known to the Architect, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. The Architect shall advise and obtain the consent of the Owner prior to rejecting any Work and prior to requiring any inspection or testing of the Work.

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§ 3.6.2.3 The Architect shall interpret and ~~decide~~ advise the Owner or Contractor, as applicable, about matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 ~~Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions~~ The Architect's interpretations on matters relating to aesthetic effect shall be final if consistent with the Owner's approvals and the intent expressed in the Contract Documents.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall timely issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of

subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.4.2 The Architect shall review and approve, or take other timely and appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy, and shall include in the Construction Documents a list of any such professional design services and certifications that are required. The Architect shall timely review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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§ 3.6.4.4 Subject to Section 4.2.1, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.5.1 The Architect may, after consulting with the Owner, order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. ~~Subject to Section 4.2~~If requested by the Owner, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Each Change Order and Construction Change Directive shall clearly define the change in the Work and be accompanied by sufficient documentation to support any adjustments in the Contract Sum or Contract Time.

- .3 forward to the Owner, for the Owner's review and records, written warranties, guarantees, manuals and related documents required by the Contract Documents and received from the Contractor; and,

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected. The Architect shall notify the Owner in advance of all such inspections, and the Owner or its designated representative shall have the right to participate in such inspections.

ARTICLE 4 ~~SUPPLEMENTAL AND~~ ADDITIONAL SERVICES

§ 4.1 ~~Supplemental~~Additional Services

§ 4.1.1 The ~~services listed table below are~~is not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the

parties agree that the listed Supplemental Service is not being provided for the Project applicable and does not form a part of the Agreement. All services included in Basic Services for the Project are identified elsewhere in this Agreement, including the Project Addendum. The Architect shall provide Additional Services only if specifically approved by the Owner in writing, and the Owner agrees in writing to compensate the Architect for such Additional Services as provided in Section 4.2.1.

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Supplemental Additional Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>TBD per each Project Addendum</u>
§ 4.1.1.2 Multiple preliminary designs	<u>TBD per each Project Addendum</u>
§ 4.1.1.3 Measured drawings	<u>TBD per each Project Addendum</u>
§ 4.1.1.4 Existing facilities surveys	<u>TBD per each Project Addendum</u>
§ 4.1.1.5 Site evaluation and planning	<u>TBD per each Project Addendum</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>TBD per each Project Addendum</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>TBD per each Project Addendum</u>
§ 4.1.1.8 Civil engineering	<u>TBD per each Project Addendum</u>
§ 4.1.1.9 Landscape design	<u>TBD per each Project Addendum</u>
§ 4.1.1.10 Architectural interior design	<u>TBD per each Project Addendum</u>
§ 4.1.1.11 Value analysis	<u>TBD per each Project Addendum</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>TBD per each Project Addendum</u>
§ 4.1.1.13 On-site project representation	<u>TBD per each Project Addendum</u>
§ 4.1.1.14 Conformed documents for construction	<u>TBD per each Project Addendum</u>
§ 4.1.1.15 As-designed record drawings	<u>TBD per each Project Addendum</u>
§ 4.1.1.16 As-constructed record drawings	<u>TBD per each Project Addendum</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>TBD per each Project Addendum</u>
§ 4.1.1.18 Facility support services	<u>TBD per each Project Addendum</u>
§ 4.1.1.19 Tenant-related services	<u>TBD per each Project Addendum</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>TBD per each Project Addendum</u>
§ 4.1.1.21 Telecommunications/data design	<u>TBD per each Project Addendum</u>
§ 4.1.1.22 Security evaluation and planning	<u>TBD per each Project Addendum</u>
§ 4.1.1.23 Commissioning	<u>TBD per each Project Addendum</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>TBD per each Project Addendum</u>
§ 4.1.1.25 Fast-track design services	<u>TBD per each Project Addendum</u>
§ 4.1.1.26 Multiple bid packages	<u>TBD per each Project Addendum</u>
§ 4.1.1.27 Historic preservation	<u>TBD per each Project Addendum</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>TBD per each Project Addendum</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>TBD per each Project Addendum</u>
§ 4.1.1.30 Other Supplemental Services	<u>TBD per each Project Addendum</u>

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below:

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below:

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2

§ 4.1.2 Notwithstanding any of the provisions of this Agreement, the Architect shall not be entitled to compensation or an extension of time for any services required due to the negligence or breach of contract of the Architect or any of the Architect Parties.

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9** Evaluation of the qualifications of entities providing bids or proposals;
- .10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or;
- .11** Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1** Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

- ~~2— Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~3— Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~4— Evaluating an extensive number of Claims as the Initial Decision Maker; or,~~
- ~~5— Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.~~

~~§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services.~~ § 4.2.1 Prior to providing any services the Architect believes are Additional Services, the Architect shall notify the Owner of such belief in writing and provide a proposed schedule for, and an estimate of, or proposal for, the additional fees and expenses to be incurred as a result of, such services. After receipt of such notice and information, if the Owner authorizes such services as Additional Services in writing, the Architect shall provide such Additional Services in accordance with the terms and conditions of such authorization and this Agreement. Except for services required due to the negligence or breach of contract of the Architect or any of the Architect Parties, any Additional Services provided in accordance with this Section 4.2.1 shall entitle the Architect to compensation pursuant to Section 11.3, or as otherwise agreed in writing, and any agreed adjustment in the Architect's schedule. The Owner shall have no obligation to pay additional compensation or expenses associated with any such services unless such services are authorized by the Owner in writing pursuant to this Section 4.2.1

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§ 4.2.2 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services, subject to Section 4.2.1. When the limits below are reached, the Architect shall notify the Owner:

§ 4.2.3 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.4 If the services covered by this Agreement have not been completed within (TBD) months of the date of this Agreement, the Project Addendum, through no fault of the Architect or any of the Architect Parties, extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

§ 5.1 Unless otherwise provided for under this Agreement, if reasonably required for the Project, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner also may designate other representatives who are authorized to act on the Owner's behalf with respect to the Project, and may modify or revoke the authority of any such representatives in writing. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 If reasonably required for the Project, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

~~§ 5.5 The~~ § 5.5 If reasonably required for the Project, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

~~§ 5.6 The Owner shall provide the Supplemental Services~~ any services designated as the Owner's responsibility in Section 4.1.1.

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~~§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ – 2017, Sustainable Projects Exhibit, attached to this Agreement~~ Intentionally omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project, and obtains the Owner's authorization in accordance with Section 4.2.1. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall notify the Owner of any tests, inspections and reports that are required, or that are advisable in the opinion of the Architect.

§ 5.11 The Owner or the Architect shall provide prompt written notice to the Architect if the Owner or other party if either of them becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Notwithstanding the foregoing, the Owner may communicate directly with such third parties orally or in writing, but shall inform the Architect of any oral communications and copy the Architect on any written communications.

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to paid by the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

~~§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for~~

design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. ~~2 Intentionally omitted.~~

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§ 6.4 If, through no fault of the Architect or any of the Architect Parties, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 7.1 The Instruments of Service are the Drawings, Specifications and other documents and representations, including those in digital or electronic form, prepared by the Architect and the Architect's consultants to describe and define the Work. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, financing requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive, royalty-free license to use, reproduce and distribute the Architect's Instruments of Service solely and exclusively for purposes of constructing, marketing, promoting, leasing, selling, operating, managing, using, maintaining, altering and adding to any or all portions of the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11 under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section Section 7.3 also permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to use, reproduce and distribute applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement, or rightfully terminates this Agreement with respect to a particular Project, for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service on another project without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right intellectual property right in the

Instruments of Service shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted ~~herein~~ in this Article 7 to another party without the prior written agreement of the Architect, except the Owner may assign any license and other rights or interests granted in this Article 7 to a buyer or grantee of all or part of the Project, to an entity affiliated with the Owner or to a lender. Any unauthorized use of the Instruments of Service by the Owner shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.6 The Owner represents to the Architect that it either owns or has a license to use the documents provided to the Architect as Initial Information for incorporation into the Instruments of Service. Upon request of the Architect, the Owner shall provide reasonable evidence of such ownership or license.

§ 8.1.2 To the extent damages are covered, reimbursed or paid for by property insurance, and to the extent this waiver will not invalidate or adversely affect insurance coverage, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

~~§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~ In recognition of the relative risks, rewards and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, the Architect and its officers, directors, employees and sub-consultants shall have a combined limitation of liability as set forth in Exhibit A. Intentionally omitted.

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect or the Owner may proceed in accordance with applicable law to comply with the lien notice or filing deadlines, or to defend against or obtain the discharge of such lien, prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The Owner and Architect shall include a similar mediation provision in all agreements with contractors and consultants retained for the Project, thereby providing for mediation among and between all other persons and entities performing any portion of the services to be provided under this Agreement or the Work on the Project.

☒ [X] Litigation in a court of competent jurisdiction in the county where the Project is located.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration~~

Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration:

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.
Intentionally omitted.~~

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement and termination of any Project Addendum.

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§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement for reasons other than the fault of the Architect or any of the Architect Parties, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give ~~seven~~fourteen (14) days' written notice to the Owner before suspending services (which period shall constitute and opportunity to cure). In the event of a suspension of services under this Section 9.1, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred ~~in~~because of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for reasons other than the fault of the Architect or any of the Architect Parties, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred ~~in~~because of the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.4 Either party may terminate this Agreement, or may terminate this Agreement with respect to a particular Project, upon not less than seven days' written notice (which period shall constitute an opportunity to cure) should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Following a termination by the Owner under this Section 9.4, if a court of competent jurisdiction determines that the Architect did not fail to substantially perform in accordance with the

terms of this Agreement, then such termination shall be deemed a termination for convenience under Section 9.5.

§ 9.5 The Owner may suspend the Architect's services or terminate this Agreement, and may suspend the Architect's services or terminate this Agreement with respect to a particular Project, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement, or terminates this Agreement with respect to a particular Project, for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement, or terminates this Agreement with respect to a particular Project, pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination; and Reimbursable Expenses incurred; and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. The Architect shall include provisions consistent with this Article 9 in all its agreements with its consultants.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement, or terminates this Agreement with respect to a particular Project, are set forth in Article 7 and Section 9.76.

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction except as otherwise provided herein. Unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and," and vice versa; the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate. Unless otherwise expressly stated, where reference is made in this Agreement to a particular Section or Article, the reference refers to the corresponding Section or Article in this Agreement.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a buyer or grantee of all or part of the Project, to an entity affiliated with the Owner or to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment; provided, however, that the Owner may provide a collateral assignment of this Agreement to a lender without its assuming the Owner's rights and obligations under this Agreement.

§ 10.6 Unless The Architect shall not specify or otherwise required in this Agreement cause any hazardous or toxic substances, wastes or materials to be brought onto the Project site or incorporated into the Work, except in full compliance with applicable Law. If the Architect becomes aware of any suspected hazardous or toxic materials being brought onto or encountered at the Project site in violation of applicable laws or any of the Contract Documents, the Architect shall promptly notify and consult with the Owner. Except as provided above or elsewhere in this Agreement or under laws, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide

professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

PAGE 21

§ 11.1 For the Architect's Basic Services described under ~~Article 3~~ Articles 1, 2 3 and in the Project Addendum, the Owner shall compensate the Architect as follows:

§ 11.2 For the Architect's ~~Supplemental~~ Additional Services ~~designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3~~ that the Owner has specifically requested herein, the Owner shall compensate the Architect as follows:

§ 11.3 For Additional Services that may arise during the course of the Project, ~~including those~~ under Section 4.2.1, the Owner shall compensate the Architect as follows:

§ 11.4 Compensation for ~~Supplemental and~~ Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for ~~Supplemental or~~ Additional Services.)

PAGE 22

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work that has been approved by the Owner. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced. The Architect is not entitled to compensation for services not performed.

§ 11.7 ~~The~~ To the extent they become applicable, the hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates ~~shall~~ may be adjusted ~~no more than once annually~~ in accordance with the Architect's and Architect's consultants' normal review practices.

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, ~~Supplemental~~, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.12 Other similar Project-related expenditures, if authorized in advance by the Owner in writing.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. The total compensation paid by the Owner for Reimbursable Expenses shall not exceed an amount set forth in Exhibit A for each Project, in the aggregate for the Project, without the Owner's prior written consent.

PAGE 23

§ 11.10.1.1 An initial payment of (\$ -) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. ~~Intentionally~~

omitted.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~
Intentionally omitted.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(sixty (60)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~% Prime Rate plus four percent (4 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.~~

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or ~~has been found liable for the amounts in a binding dispute resolution proceeding~~ is otherwise responsible for those amounts.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to ~~Supplemental and Additional Services~~, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Variable Information

PAGE 1

AGREEMENT made as of the 6th day of October in the year Two Thousand Twenty-Five

The City of Dickson, Tennessee

600 East Walnut Street

Dickson, TN 37055

Southern Architecture Workshop, LLC

2020 Fieldstone Parkway, Suite 900-263

Franklin, TN 37069

To be determined. The Owner and Architect intend this to be a Master Agreement, which will be supplemented with a specific addendum for each Project to which it applies (each a "Project Addendum"). Any references herein to the "Agreement" shall mean this Agreement as supplemented by such Project Addendum, and shall include the Project Addendum.

PAGE 2

To be determined and established in the Project Addendum ("TBD").

TBD

TBD

PAGE 3

TBD

TBD

TBD

TBD

TBD

Not applicable ("N/A"), unless otherwise stated in the Project Addendum

TBD

TBD

TBD

PAGE 4

TBD

TBD

TBD

TBD

TBD

TBD

N/A, unless otherwise stated in the Project Addendum

TBD

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ for each occurrence and ~~(\$ Two Million Dollars (\$ 2,000,000)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$ Five Hundred Thousand (\$ 500,000)~~ each accident, ~~(\$ Five Hundred Thousand (\$ 500,000)~~ each employee, and ~~(\$ Five Hundred Thousand (\$ 500,000)~~ policy limit.

§ 2.5.6 Professional Liability covering the Architect's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$ One Million Dollars (\$ 1,000,000)~~ per claim and ~~(\$)~~ ~~in the aggregate Two Million Dollars (\$2,000,000)~~ in the aggregate. If such insurance is written on a claims-made basis, the Architect shall maintain such insurance for at least five years after Substantial Completion of each specified Project and shall furnish the Owner with satisfactory evidence of such continuation of coverage prior to final payment.

PAGE 14

- .1 (TBD) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (TBD) visits to the site by the Architect during construction
- .3 (TBD) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (TBD) inspections for any portion of the Work to determine final completion.

§ 4.2.54 If the services covered by this Agreement have not been completed within (TBD) months of the date of this Agreement, the Project Addendum, through no fault of the Architect or any of the Architect Parties, extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

PAGE 18

[X] Litigation in a court of competent jurisdiction in the county where the Project is located.

PAGE 19

N/A

PAGE 21

TBD

TBD () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

TBD

The Owner and Architect shall agree on compensation for any Additional Services before they are provided.

The Owner and Architect shall agree on compensation for any Additional Services before they are provided.

The Owner and Architect shall agree on compensation for any Additional Services before they are provided.

Schematic Design Phase	percent (<u>TBD</u> %)
Design Development Phase	percent (<u>TBD</u> %)
Construction Documents Phase	percent (<u>TBD</u> %)
Procurement Phase	percent (<u>TBD</u> %)
Construction Phase	percent (<u>TBD</u> %)
<hr/>	
Total Basic Compensation	one hundred percent (100.00 %)

PAGE 22

Employee or Category	Rate (\$0.00)
<u>TBD</u>	

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred. The total compensation paid by the Owner for Reimbursable Expenses shall not exceed an amount set forth in Exhibit A for each Project, in the aggregate for the Project, without the Owner's prior written consent.

PAGE 23

N/A, unless otherwise stated in the Project Addendum

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(sixty (60)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~-% Prime Rate plus four percent (4 %) per annum, but not to exceed the maximum rate allowed by Law, with the Prime Rate for any given month being as published on the first publication day of the same month in the "Money Rates" section of the Wall Street Journal.~~

§ 12.1 It is intended by the parties to this Agreement that Architect's services in connection with the Project shall not subject Architect's or its consultants' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and Architect each agrees that, as either's sole and exclusive remedy, any claims, demands or suits it initiates against the other party shall be directed and/or asserted only against the other party and not against the other party's members, managers, representatives, agents, employees, officers or directors.

§ 12.2 Any written notice given under this Agreement shall be deemed duly served and received (1) immediately upon hand delivery to an officer of the intended recipient or to a representative identified in this Agreement or Project Addendum; (2) three business days after depositing in the U.S. Mail to the applicable address provided in this Agreement or Project Addendum, by registered, certified, or regular mail; and (3) one business day after depositing with a nationally recognized courier service that provides confirmation of delivery to the applicable address provided in this Agreement or Project Addendum, by express or overnight delivery.

§ 12.3 All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Owner and the Architect that logically should survive completion or termination of this Agreement shall survive completion or termination of the Architect's services under this Agreement.

§ 12.4 No action or failure to act by the Owner or Architect shall constitute a waiver of any right, remedy, obligation or duty afforded them under this Agreement or Law, nor shall such action or failure to act constitute approval of or acquiescence in any breach of contract or negligence of the other party, except as provided herein or specifically agreed in writing.

§ 12.5 This Agreement and any Project Addendum may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a complete document. Signatures to this Agreement transmitted by facsimile, electronic mail in Portable Document Format (PDF) or any other digital or electronic means intended to preserve the original graphic and pictorial appearance of a document shall have the same effect as original signatures.

§ 12.6 This Agreement shall last for a term of five (5) years which may be extended by agreement of the Parties. The terms of this Agreement will apply to continue to apply to any Project Addendum that extends beyond this five (5) year term, but no further Project Addendums may be issued after the expiration of the contract term without an agreement to extend the Agreement.

Building Information Modeling and Digital Data Exhibit, is not applicable.

AIA Document E204™-2017, Digital Data Protocol Exhibit, is not applicable

Agreed form of Project Addendum attached hereto as Exhibit A. All other documents forming part of the Agreement are to be determined and established in the Project Addendum

TBD

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:12:43 CDT on 10/01/2025 under Order No. 20250097452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION #2025-64

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
PROJECT ADDENDUM WITH SOUTHERN ARCHITECTURE WORKSHOP LLC TO
PROVIDE DESIGN SERVICES FOR AN AQUATIC/RECREATION CENTER UNDER
A MASTER SERVICES AGREEMENT**

WHEREAS, the City of Dickson, Tennessee, intends to build an aquatic/recreation center in Henslee Park; and

WHEREAS, through the review process established in city policy, Southern Architecture Workshop LLC has been awarded a Master Services Agreement as the On-Call Architect for the City of Dickson; and

WHEREAS, Southern Architecture Workshop LLC has submitted a Project Addendum under the terms and conditions of the Master Services Agreement to provide design development and construction documents for the aquatic/recreational center, a copy attached as an exhibit hereto.

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

SECTION 1. The Project Addendum and Exhibits “A” and “B” with Southern Architecture Workshop LLC attached hereto are hereby approved and accepted.

SECTION 2. The Mayor of the City of Dickson is authorized to sign and execute said Project Addendum and all documents and instruments necessary to its implementation.

SECTION 3. Payment for services within the scope of services contained in the Project Addendum and exhibits is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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

Project Addendum to AIA Document B101 – 2017 Standard Form of Agreement Between Owner and Architect

PROJECT ADDENDUM entered into as of October 6, 2025

BETWEEN the Architect's client identified as the Owner:

The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055

and the Architect:

Southern Architecture Workshop, LLC
2020 Fieldstone Parkway, Suite 900-263
Franklin, TN 37069

for the following Project:

Dickson Aquatic and Recreation Center + YMCA
800 Highway 70 W
Dickson, TN 37055

Design and construction administration services related to a new 50,000 GSF YMCA in Dickson, Tennessee.

This Project Addendum supplements and incorporates that certain AIA Document B101 – 2017 Standard Form of Agreement Between Owner and the Architect, dated October 6, 2025 (the "Agreement"). All defined terms and section references used herein are as set forth in the Agreement.

ARTICLE 1 INITIAL INFORMATION

§§ 1.1 – 1.1.3 This Agreement is based on the following Initial Information:

Design and construction administration services related to a new 50,000 GSF YMCA in Dickson, Tennessee.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design Development Completion – December 1, 2025

Construction Documents Completion – April 1, 2026

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Bret M. Stock, PE
The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055
Phone: (615) 441-9508
Email: bstock@cityofdickson.com

§ 1.1.9 Consultants and contractors retained by the Owner:

Civil Engineering services to be provided by the Owner.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Neil Parrish, AIA LEED AP BD+C
Southern Architecture Workshop, LLC
2020 Fieldstone Parkway, Suite 900-263
Franklin, TN 37069
Phone: (615) 830-5600
Email: neil@sawarchitect.com

§ 1.1.11 Consultants retained by the Architect:

Structural Engineer:

KPFF Engineers
4101 Charlotte Avenue, Suite E 210
Nashville, TN 37209
Phone: (615) 451-8725
Email: nick.deblasis@kpff.com

Mechanical, Electrical, and Plumbing Engineer:

DFH Services
PO Box 120371
Nashville, TN 37212
Phone: (615) 207-4721
Email: chris@dfhservices.com

Fire Protection:

DFH Services
PO Box 120371
Nashville, TN 37212
Phone: (615) 207-4721
Email: chris@dfhservices.com

Pool Consultant:

Consilman-Hunsaker
12851 Manchester Road, Suite 120
Des Peres, MO 63131
Phone: (314) 894-1245
Email: carydennis@chh20.com

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 In addition to those described in the Agreement, the Architect's Basic Services include the following:

See Architect's Proposal dated September 22, 2025 (as modified), attached hereto as Exhibit A.

§ 4.2.2 Intentionally omitted.

§ 4.2.4 If the services covered by this Agreement have not been completed within eight (8) months of the date of the Project Addendum, through no fault of the Architect or any of the Architect Parties, any extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

§ 8.1.3 The limitation of liability for this Project, as described in Section 8.1.3 of the Agreement, shall be the greater of the Architect's Fee or the proceeds of the available professional liability insurance coverage required of the Architect under Section 2.5.6 of the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Articles 1, 2, 3 and elsewhere in the Agreement as Basic Services, the Owner shall compensate the Architect as follows:

Stipulated Sum: Eight Hundred Seventy-Two Thousand Eight Hundred Thirty-Three and 00/100 Dollars (\$872,833.00)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	zero percent	(0)%
Design Development Phase	fifty percent	(50)%
Construction Documents Phase	fifty percent	(50)%
Procurement Phase	zero percent	(0)%
Construction Phase	zero percent	(0)%
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

§ 11.7 To the extent they become applicable, the hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted no more than once annually in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Architect's 2025 Hourly Rate Schedule, attached hereto as Exhibit B.

Employee or Category

Rate

See Exhibit B.

\$_____

§ 11.8.2 The total compensation paid by the Owner for Reimbursable Expenses shall not exceed Fifteen Thousand and 00/100 Dollars (\$15,000.00) in the aggregate for the Project, without the Owner's prior written consent.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.2.4 Other documents forming a part of the Agreement are as follows:

Exhibit A: Architect's Proposal dated September 22, 2025 (as modified)

Exhibit B: Architect's 2025 Hourly Rate Schedule

This Project Addendum entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

The City of Dickson, Tennessee

By: Don L. Weiss, Jr., O.D.

Its: Mayor

(Printed name and title)

(Signature)

Southern Architecture Workshop, LLC

By: Neil Parrish, AIA

Its: Owner

(Printed name and title)



PROFESSIONAL SERVICES

Date: 09.22.2025
Client: City of Dickson
Project: Dickson Aquatic and Recreation Center + YMCA
Attn: Bret Stock
Address: 800 Hwy 70 W, Dickson, TN 37055

BASIC SERVICES | Design Development + Construction Documents New 50,000 GSF YMCA in Dickson, TN

- Architecture - Southern Architecture Workshop, LLC (SAW)
- Engineering
 - Structural Design (KPFF Engineers)
 - Mechanical, Electrical, Plumbing Engineering (DFH Services)
 - Fire Protection (DFH Services)

FEE | DD-CD BASIC SERVICES

\$731,033 LUMP SUM

Construction Budget	\$23,000,000
Fee per State Fee Calc (5.63% CC)	\$1,295,936
Admin Fee for Change to Prime (.2% CC)	\$46,000
Programming + SD (19%)	- \$262,000
Bid + Construction (26%)	- \$348,903
DD-CD	\$731,033

ADDITIONAL SERVICES | DD-CA

- | | |
|---|-----------|
| • Interior Design (SAW) | \$41,000 |
| • Pool Consultant (Counsilman/Hunsaker) | \$100,800 |

SCHEDULE

- | | | |
|------|----------------|----------|
| • DD | 9/2025-12/2025 | 3 months |
| • CD | 1/2026-4/2026 | 3 months |

Neil Parrish, AIA LEED AP BD+C

Owner
Southern Architecture Workshop, LLC

DETAILED SCOPE + APPROACH

I. Design Development Phase (3 Months)

- Objective: After receiving the owner's notice to proceed following Schematic Design, SAW will continue to develop the architectural design, detailing, and coordination to a level of detail sufficient for construction documentation and support the construction manager's pricing efforts.
- Client Meetings
 - Schedule regular meetings with the client (at least bi-weekly) to discuss design progress and gather feedback.
 - Document discussions and decisions made during these meetings for clarity and future reference.
- 30% Check Set:
 - Prepare a preliminary check set at 30% completion of the design development phase.
 - Conduct a review meeting with the client to present the check set, discuss major design elements, and incorporate feedback.
- 60% Check Set:
 - Prepare a mid-phase check set at 60% completion.
 - Hold a review meeting with the client to assess design adjustments based on previous feedback and ensure alignment before moving forward.
- Support Construction Manager's Pricing Effort:
 - Collaborate with the construction manager to provide detailed information needed for accurate pricing, including:
 - Material specifications and quantities
 - Design alternatives and options
 - Preliminary cost estimates based on design elements.
 - Provide clarifications or additional details as requested by the construction manager to facilitate an accurate understanding of the design intent.
- Value Engineering
 - Conduct a value engineering workshop with the construction manager and key stakeholders to identify opportunities for cost savings while maintaining design integrity and quality.
 - Evaluate design alternatives and modifications that can reduce costs without compromising the project's functional requirements.
 - Document any agreed-upon changes and update the design documents accordingly.
- Code Review: Review local codes and perform detailed code analysis.
 - Meet with the following Authorities Having Jurisdiction (AHJ's) to review the design and identify potential costs and risks in advance.
 - City of Dickson Codes
 - City of Dickson Fire Department
 - The State Fire Marshal's office
 - Dickson Electrical System
 - Water Authority of Dickson

- **ARCHITECTURE SCOPE OF WORK**

- **Refine Design:** Collaborate with stakeholders to advance design concepts, including layout, materials, and aesthetics.
- **Life-Safety Plans + Code Analysis:** A code analysis will be performed utilizing the locally adopted codes. A life-safety plan will then be prepared showing rated assemblies, egress paths, occupant loads, and allowable occupants at each egress element.
- **Exterior Assemblies + Interior Partitions – Detailed Exterior Assemblies** and interior partitions will be documented in plan and section identifying the components of each wall in the project including structural, sheathing, insulation water-proofing, acoustic, and finish components.
- **Floor Plans:** Create detailed, dimensioned floor plans identifying all project elements and relationships including all floor-mounted millwork, equipment, structure, door, window, and fixture placements and quantities. Plans will be dimensioned and contain references to exterior assemblies, interior partition types, glazing systems, plan details, exterior and interior elevations, building + wall section, and grids.
- **Reflected Ceiling Plans (RCP's):** Reflected Ceiling Plans will be created for each interior space and at all exterior overhangs showing ceiling type, elevation, and the placement of all ceiling-mounted fixtures such as lighting, mechanical elements, access panels, and fire protection devices.
- **Roof Plans –** A roof plan illustrating the building's roof area, types, drainage strategy, and roof-mounted equipment will be developed in coordination with consultant engineers.
- **Exterior Elevations:** Develop exterior building elevations to illustrate the building's exterior appearance, dimensions, and the location of exterior-mounted elements. Elevations will include exterior assembly types and materials, glazing types, mullion and exposed structural placement, as well identification of exterior elements, floor and roof-level elevations, and exterior opening information. References to building and wall sections and enlarged elevations (if-required) will be included.
- **Sections – Wall and Building sections** will be developed to show the vertical and horizontal relationships of specific building elements at different points in the building façade and interior. Sections will include references to exterior assemblies, section details, structural elements and openings.
- **Details:** Typical Construction Details will be developed at a larger scale showing detailed views of typical construction components and their relationships (3"-1'0" max).
- **Stair and Ramp Plans and Sections -** These plans will outline the configuration of stairs and ramps, highlighting dimensions, materials, and handrail details.
- **Door Schedule –** An initial draft of the door schedule will be developed documenting every door in the project, including dimensions, materials, hardware, and fire ratings.
- **Finish Plans + Schedule -** These documents will detail the finishes for floors, walls, ceilings, and other surfaces within each room or space and show finish direction (where applicable)
- **Specifications:** Convert the Outline specification and project narrative provided with Schematic design into a full-specification draft.
- **Working Visualizations:** SAW will provide in-house 3D visualizations of the design for better stakeholder understanding. These elements are restricted to those created during the performance of basic services and are not professional renderings.
- **Materials and Finishes:** Initial materials, finish, and color schemes will be selected and documented for DD pricing.

- Systems Integration: SAW will coordinate with project consultants including engineering disciplines (Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Civil), as well as other design disciplines such as landscape architecture, interiors, furniture, and AV to integrate systems into the design.
- MEP SCOPE OF WORK
 - During the Design Development Phase, the team will incorporate owner and Architect comments on the Schematic Design to produce drawings and updated narratives, produce outline specifications, with specific emphasis on coordination of the design will all disciplines and such that the design intent for the whole project is clear.
 - Deliverables
 - Coordinate with Contractor and owner comments from SD review
 - Coordination with municipal utilities
 - 2 in-person design and coordination meetings (two DFH team members for each meeting)
 - First pass, book specifications
 - Preliminary Load calculations
 - Layout of major MEP/FP spaces
 - Further development if MEP/FP riser diagrams
 - MEP/FP floor plans/ system distribution development
 - MEP/FP equipment size refinement
 - Mechanical Drawings:
 - Equipment layouts for HVAC systems tailored to the specific needs of a YMCA, including gymnasiums, swimming pools, and community rooms.
 - Preliminary sizing of ducts and piping systems, ensuring efficiency in heating and cooling for diverse spaces.
 - Schedules for mechanical equipment, including specifications that emphasize energy efficiency and sustainability.
 - Coordination with architectural and structural drawings to ensure seamless integration of mechanical systems throughout the facility.
 - Electrical Drawings:
 - Initial layouts for lighting and power distribution, focusing on energy-efficient solutions for indoor and outdoor spaces, including sports fields and parking areas.
 - One-line diagrams for electrical service, with attention to safety and redundancy for critical systems.
 - Preliminary load calculations and panel schedules, ensuring that power distribution meets the demands of varied activities.
 - Coordination with architectural designs to optimize placement of electrical systems, minimizing visual impact while maximizing functionality.
 - Plumbing Drawings:
 - Preliminary plumbing layouts indicating the routing of water supply and drainage systems, with special considerations for locker rooms, showers, and pool areas.
 - Fixture schedules detailing specifications and quantities of plumbing fixtures that meet the needs of YMCA members.
 - Sizing calculations for piping systems, ensuring adequate water flow and drainage.

- Coordination with other disciplines to prevent conflicts with structural and architectural designs.
- Fire Protection Plans:
 - Preliminary fire protection layouts, indicating the location of sprinklers, standpipes, and alarms, specifically designed for a high-traffic facility like the YMCA.
 - Schedules for fire protection equipment, including details on compliance with local codes and standards.
 - Basic analysis of fire flow requirements and water supply, ensuring safety for all occupants.
 - Coordination with architectural and mechanical systems to guarantee effective integration and compliance.
- STRUCTURAL SCOPE OF WORK
 - Attend Meetings
 - Prepare Design Development Drawings
 - Prepare Preliminary Structural Design Calculations for Typical Elements
 - Develop Foundation Drawings
 - Develop Framing Plans
 - Prepare Typical Detail Sheets
 - Prepare outline specs for structural items
 - Identify Pre-Engineered Structural Elements (if required)
 - Review Results of Special Studies
 - Coordinate Structural Design with Special Design Criteria
 - Submit Design Development Documentation for Approval
 - Deliverables
 - General Notes Sheets – these sheets will convey basic information about material properties, structural detailing, etc. that are not explicitly conveyed in the drawings
 - Special Inspections Sheets – these sheets will convey the required special inspections per Chapter 17 of the Building Code
 - Foundation Plan Sheets – these sheets will convey the foundation locations, sizes, and thicknesses; column sizes; and slab-on-grade extents and thickness.
 - Framing Plan Sheets – these sheets will convey the framing (beam, joist, and girder) locations and sizes, and decking extents and thicknesses.
 - Lateral Frame Elevation Sheets – these sheets will convey the lateral frame member sizes (beams, columns, braces, etc.)
 - Typical Detail Sheets – these sheets will convey the typical details associated with the project, broken down roughly by material discipline (foundations, steel, joist, etc.)
 - Preliminary coordination with other disciplines will be performed during this phase.
 - If required for the project, an outline of specifications will be provided that convey more in-depth information about material properties, construction practices, standard processes, etc. that are not explicitly conveyed in the drawings.

II. Construction Documents Phase (3 Months)

- General Scope:
 - SAW will prepare detailed Construction Documents for estimating, construction and permitting.
- Client Meetings
 - Schedule regular meetings with the client (at least bi-weekly) to discuss design progress and gather feedback.
 - Document discussions and decisions made during these meetings for clarity and future reference.
- Consultant Coordination Meetings:
 - Schedule regular meetings with consultants (structural, mechanical, electrical) to ensure seamless integration of all systems into the architectural design.
 - Document outcomes and action items from these meetings to keep all parties aligned.
- 30% Check Set:
 - Prepare a preliminary check set at 30% completion of the design development phase.
 - Conduct a review meeting with the client to present the check set, discuss major design elements, and incorporate feedback.
- 60% Check Set:
 - Prepare a mid-phase check set at 60% completion.
 - Hold a review meeting with the client to assess design adjustments based on previous feedback and ensure alignment before moving forward.
- 90% Page Turn with Client:
 - Conduct a detailed page turn meeting at 90% completion of construction documents.
 - Present the nearly final documents to the client, allowing for a thorough review and discussion of any last-minute adjustments.
 - Document any changes requested by the client during this review.
 - Final Review: Conduct a thorough review of all documents for accuracy and completeness
- Permit Submissions: Prepare and submit documents required for building permits and approvals.
- Bidding Documents: Create documents for contractor bidding, including instructions and forms.
- Value Engineering Support
 - Assist the client in evaluating cost-saving measures without compromising design intent during the bidding process.
 - Facilitate discussions with contractors to explore alternative materials, methods, or systems that could reduce costs.
 - Prepare a summary of potential value engineering options for the client's consideration, outlining impacts on design, function, and aesthetics.
- ARCHITECTURE SCOPE OF WORK
 - Prepare 100% Construction Documents (CD) including the following:
 - Life Safety Plans - These plans will illustrate the building's compliance with life safety codes. They will include exits, smoke compartments, fire-rated walls, exit routes, and emergency lighting. There will be detailed occupancy load calculations, identified primary and secondary exit paths, locations of alarms and detection systems, and egress signage.
 - Code Analysis - This report will summarize how the design complies with applicable building codes and regulations. It assesses structural, mechanical, electrical, plumbing, and energy codes. It will contain a written analysis of applicable codes, zoning requirements, occupancy classifications, required fire-resistance ratings, and summary charts or matrices outlining compliance.
 - Exterior Assemblies - These drawings will showcase the different exterior wall systems, including the materials, insulation, moisture control, and structural components. This will include assembly descriptions including material specifications, installation methods, and performance criteria (thermal, moisture, and acoustics).
 - Wall Types - This will define the various wall assemblies used throughout the project, including their structural and aesthetic properties. It will include legends, referenced detail drawings, and specifications for each wall type, including finishes, insulation, and fire ratings.

- Details - These drawings will illustrate specific construction elements at a larger scale, helping clarify design intentions for contractors. It will contain enlarged sections/views for critical interfaces (e.g., windows, doors, roof-to-wall connections), along with material specifications and assembly notes.
 - Floor Plans - These plans will provide layouts of each level of the building, showing walls, doors, windows, fixtures, and fixed equipment. There will be complete dimensions, room names, areas, annotations for finish types, and layouts of furniture or equipment as required.
 - Roof Plans - These plans will provide an overview of the roof's layout, including slopes, drainage systems, material types, and mechanical equipment. These will contain roof slopes, drainage details, rooftop equipment locations, and information on roofing assembly types.
 - Elevations - These will depict the exterior views of buildings from various angles, detailing finishes and height dimensions. There will be annotated drawings indicating materials, color palettes, window/door placements, and architectural features.
 - Wall Sections - These drawings will break walls down into sections to illustrate the relationship between different construction elements in both horizontal and vertical planes. There will be detailed vertical sections through walls showing insulation, framing, finishes, and additional layers required for durability and performance.
 - Typical Exterior Details - These details will focus on common elements in the building's envelope, providing clarity on interfaces of materials. These will include standardized drawings for window installations, door frames, parapet caps, and connection details to assist in consistent construction practices.
 - Stair and Ramp Plans and Sections - These plans will outline the configuration of stairs and ramps, highlighting dimensions, materials, and handrail details. They will include floor connections, rise/run dimensions, landing sizes, and compliance with accessibility standards will be included.
 - Reflected Ceiling Plans - These plans will depict the layout of the ceiling, including lighting, HVAC elements, and finished ceiling materials while reflecting the view from above. These will include locations of light fixtures, ceiling heights, materials, and any architectural details related to the ceiling design.
 - Window Elevations – Every window in the project will be elevated, dimensioned, and the specific glass or glazing will be identified.
 - Interior Elevations – A portion of the interior walls, including any containing millwork, equipment, or bathroom fixtures will be elevated, dimensioned, and all components keynoted.
 - Door Schedule - This list will detail every door in the project, including dimensions, materials, hardware, and fire ratings. This categorized list will contain door numbers, specifications, and installation notes, often accompanying door location plans.
 - Finish Plans + Schedule - These documents will detail the finishes for floors, walls, ceilings, and other surfaces within each room or space. This will include a legend indicating finish types, room finish schedules listing materials, colors, and textures per space, including specifications related to performance and maintenance.
 - Enlarged plans of restrooms, stairwells, elevators and any room containing significant amounts of equipment or detail will be developed and annotated to show design intent
 - Specifications – A full 3-part specification will be developed for all components in the project.
- MEP SCOPE OF WORK
 - At the Contract Documents phase, the team will finalize drawings, providing the sufficient detail for qualified contractors to provide detailed pricing for the performance of the work.
 - Deliverables:
 - Incorporate owner comments and VE revisions from DD deliverable
 - Final Electrical and Mechanical Energy code compliance verification calcs for use by LEED consultants for submission for compliance/registration
 - 2 in-person design and coordination meetings
 - Issuance of permit drawings will consist of no more than 4 bid packages for MEP.
 - Early procurement
 - Underground Utilities and Foundations
 - Core/Shell

- Interiors and Fit-Out
 - Mechanical Drawings:
 - Detailed mechanical drawings with finalized sizing and routing of ducts and piping, tailored to the unique spaces within the YMCA.
 - Complete equipment schedules with manufacturer specifications and installation details for systems such as pool heaters and dehumidifiers.
 - Detailed sections, elevations, and notes for mechanical installations, ensuring clarity for the construction team.
 - Coordination drawings illustrating integration with other systems, including structural supports crucial for large open areas.
 - Electrical Drawings:
 - Finalized electrical layouts, including detailed lighting plans for both indoor and outdoor facilities, ensuring safety and energy efficiency.
 - Complete one-line diagrams, panel schedules, and circuiting tailored to the YMCA's operational requirements.
 - Details for electrical connections, junction boxes, and devices, ensuring accessibility and safety for staff and members.
 - Coordination drawings that illustrate integration with other disciplines and site conditions, focusing on community aesthetics.
 - Plumbing Drawings:
 - Comprehensive plumbing drawings with finalized routing and sizing of all piping systems, particularly for high-use areas like locker rooms and pools.
 - Detailed plumbing fixture schedules and installation details that align with the YMCA's sustainability goals.
 - Isometric drawings for drainage and vent systems, ensuring effective water management throughout the facility.
 - Coordination drawings to ensure no conflicts with structural and architectural components, particularly in high-traffic areas.
 - Fire Protection Plans:
 - Detailed fire protection plans, including sprinkler head locations tailored to the YMCA's layout, ensuring adequate coverage for all areas.
 - Finalized schedules for fire protection systems and equipment, ensuring compliance with local regulations and standards.
 - Coordination drawings that illustrate integration with other systems, prioritizing occupant safety and emergency access.
- STRUCTURAL SCOPE OF WORK
 - Prepare structural design of primary structural system
 - Designate elements to be designed by specialty engineers, and specify structural criteria for specialty engineer's design of pre-engineered structural elements
 - Review effect of secondary or non-structural elements attached to primary structural system
 - Attend meetings as needed
 - Complete structural calculations
 - Complete structural drawings
 - Prepare or edit specifications for the primary structural system
 - Assist in establishing testing and inspection requirements
 - Perform checking and coordination of the structural documents
 - Deliverables:
 - All sheets included in the design development phase will be included, with the information contained above.
 - Foundation Plan Sheets will add final design information (number, size, and direction of reinforcing steel, etc.) and project-specific section cuts.
 - Framing Plan Sheets will add final design information (studs, cambers, reactions, etc.) and project-specific section cuts.
 - Lateral Frame Elevation Sheets will add project-specific section cuts.

- Detail Sheets will be added to convey the final project-specific details associated with the project, referencing back to the section cuts included on the plan and elevation sheets.
- Coordination with other disciplines will be performed during this phase.
- If required for the project, a full specifications document will be provided that convey more in-depth information about material properties, construction practices, standard processes, etc. that are not explicitly conveyed in the drawings.

EXCLUSIONS

The following services are not provided in our proposal but can be added for an additional fee:

Civil + Geotechnical Engineering
Environmental Assessment/ Site Survey
Landscape Architecture
Hazardous Materials Survey
Cost Estimating

Professional Renderings
Traffic Study
Site Retaining Wall, Structures, or Stair Design
Other services not described herein



2025 Hourly Rate Schedule

Principal/Owner	\$275-300/hr
Associate Principal	\$250-275/hr
Project Manager	\$200-250/hr
Project Architect	\$195-225/hr
Project Designer	\$155-195/hr
Interior Designer	\$155-195/hr
Draftsperson	\$120/hr

RESOLUTION #2025-65

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
PROJECT ADDENDUM WITH SOUTHERN ARCHITECTURE WORKSHOP LLC TO
PROVIDE DESIGN SERVICES FOR A CITY CENTER UNDER A MASTER
SERVICES AGREEMENT**

WHEREAS, the City of Dickson, Tennessee, intends to build City Center in downtown Dickson; and

WHEREAS, through the review process established in city policy, Southern Architecture Workshop LLC has been awarded a Master Services Agreement as the On-Call Architect for the City of Dickson; and

WHEREAS, Southern Architecture Workshop LLC has submitted a Project Addendum under the terms and conditions of the Master Services Agreement to provide design development and construction documents for the City Center, a copy attached as an exhibit hereto.

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

SECTION 1. The Project Addendum and Exhibits “A” and “B” with Southern Architecture Workshop LLC attached hereto is hereby approved and accepted.

SECTION 2. The Mayor of the City of Dickson is authorized to sign and execute said Project Addendum and all documents and instruments necessary to its implementation.

SECTION 3. Payment for services within the scope of services contained in the Project Addendum and exhibits is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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

Project Addendum to AIA Document B101 – 2017 Standard Form of Agreement Between Owner and Architect

PROJECT ADDENDUM entered into as of October 6, 2025

BETWEEN the Architect's client identified as the Owner:

The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055

and the Architect:

Southern Architecture Workshop, LLC
2020 Fieldstone Parkway, Suite 900-263
Franklin, TN 37069

for the following Project:

Dickson City Center
202 S. Main Street
Dickson, TN 37055

Programming and Schematic Design for Dickson City Center.

This Project Addendum supplements and incorporates that certain AIA Document B101 – 2017 Standard Form of Agreement Between Owner and the Architect, dated October 6, 2025 (the "Agreement"). All defined terms and section references used herein are as set forth in the Agreement.

ARTICLE 1 INITIAL INFORMATION

§§ 1.1 – 1.1.3 This Agreement is based on the following Initial Information:

Programming and Schematic Design for Dickson City Center.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming Completion – October 31, 2025

Schematic Design Completion – February 12, 2026

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Bret M. Stock, PE
The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055
Phone: (615) 441-9508
Email: bstock@cityofdickson.com

§ 1.1.9 Consultants and contractors retained by the Owner:

Civil Engineering services to be provided by the Owner.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Neil Parrish, AIA LEED AP BD+C
Southern Architecture Workshop, LLC
2020 Fieldstone Parkway, Suite 900-263
Franklin, TN 37069
Phone: (615) 830-5600
Email: neil@sawarchitect.com

§ 1.1.11 Consultants retained by the Architect:

Structural Engineer:

KPFF Engineers
4101 Charlotte Avenue
Suite E 210
Nashville, TN 37209
Phone: (615) 451-8725
Email: nick.deblasis@kpff.com

Mechanical, Electrical, and Plumbing Engineer:

DFH Services
PO Box 120371
Nashville, TN 37212
Phone: (615) 207-4721
E-mail: chris@dfhservices.com

Fire Protection:

DFH Services
PO Box 120371
Nashville, TN 37212
Phone: (615) 207-4721
E-mail: chris@dfhservices.com

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 In addition to those described in the Agreement, the Architect's Basic Services include the following:

See Architect's Proposal dated August 25, 2025 (as modified), attached hereto as Exhibit A.

§ 4.2.2 Intentionally omitted.

§ 4.2.4 If the services covered by this Agreement have not been completed within eight (8) months of the date of the Project Addendum, through no fault of the Architect or any of the Architect Parties, any extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

§ 8.1.3 The limitation of liability for this Project, as described in Section 8.1.3 of the Agreement, shall be the greater of the Architect's Fee or the proceeds of the available professional liability insurance coverage required of the Architect under Section 2.5.6 of the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Articles 1, 2, 3 and elsewhere in the Agreement as Basic Services, the Owner shall compensate the Architect as follows:

Stipulated Sum: Two Hundred Seventy-Five Thousand Five Hundred Eighty-Eight and 00/100 Dollars (\$275,588.00)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programming Phase	forty percent	(40)%
Schematic Design Phase	sixty percent	(60)%
Design Development Phase	zero percent	(0)%
Construction Documents Phase	zero percent	(0)%
Procurement Phase	zero percent	(0)%
Construction Phase	zero percent	(0)%
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

§ 11.7 To the extent they become applicable, the hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted no more than once annually in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Architect's 2025 Hourly Rate Schedule, attached hereto as Exhibit B.

Employee or Category	Rate
See Exhibit B.	\$_____

§ 11.8.2 The total compensation paid by the Owner for Reimbursable Expenses shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) in the aggregate for the Project, without the Owner's prior written consent.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.2.4 Other documents forming a part of the Agreement are as follows:

Exhibit A: Architect's Proposal dated August 25, 2025 (as modified)
Exhibit B: Architect's 2025 Hourly Rate Schedule

This Project Addendum entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

The City of Dickson, Tennessee

By: Don L. Weiss Jr., O.D.

Its: Mayor

(Printed name and title)

(Signature)

Southern Architecture Workshop, LLC

By: Neil Parrish, AIA

Its: Owner

(Printed name and title)



PROFESSIONAL SERVICES

Date: 08.25.2025
Client: City of Dickson
Project: Dickson City Center
Attn: Bret Stock
Address: 202 S Main St, Dickson, TN 37055

BASIC SERVICES

- Architecture Southern Architecture Workshop, LLC (SAW)
 - Programming + Schematic Design of a new City Center Complex for the City of Dickson
 - Approximately 40,000 - 50,000 gsf
 - Construction Budget \$25,000,000
 - Prepare Schematic Design Drawings for Pricing purposes
- Engineering
 - Structural Design (KPFF Engineers)
 - Mechanical, Electrical, Plumbing Engineering (DFH Services)
 - Fire Protection (DFH Services)

FEE | PROGRAMMING + SCHEMATIC DESIGN (SD)

\$275,588 LUMP SUM

Construction Budget	\$25,000,000
Fee per State Fee Calc (5.60% CC)	\$1,400,462
Admin Fee for Change to Prime (.2% CC)	\$50,000
Total	\$1,450,462

Programming + SD (19% of total fee) \$275,588

SCHEDULE | PROGRAMMING + SCHEMATIC DESIGN (SD)

- | | | |
|---------------|-----------------|---------------------|
| • Programming | 09/2025–10/2025 | 2 months |
| • SD | 11/2025—2/2026 | 3 months + Holidays |
| • SD Pricing | 3/2026—4/2026 | 1 month |

Thank you for the opportunity to participate in this exciting project!

Neil Parrish, AIA LEED AP BD+C

Owner
Southern Architecture Workshop, LLC



DETAILED SCOPE + APPROACH

Programming (2 months)

- Existing Program Review - Review the program of existing buildings and program elements.
- Stakeholder Meetings - Meet with the City of Dickson Departments to review the desired program quantities, square footages, and adjacencies to set overall program target. (6 meetings total).
- Site Evaluation + Building location - Perform a site visit (one) to evaluate options for City Centre siting, adjacency to existing government and commercial facilities, access to existing utilities, roads, and infrastructure, and to assess opportunities for building location.
- SAW is happy to provide additional meetings or extended programming efforts if needed for an additional fee at the hourly rates.
- Deliverable
 - Program Summary with Room Counts, square footage, and grossing factor
 - Adjacency diagrams of proposed program that identify program groupings and sizes.

Schematic Design (3 Months)

- The goal of this phase is to establish the plan, massing, layout, systems, and siting of the new City Centre.
- Meetings + Site Visits
 - Conduct bi-weekly design review meetings with you to review the progress of the work and select design options, coordinate engineered systems, and architectural components.
 - Review plans with the City of Dickson and local stakeholders at 60%, and 100% milestone (2 total)
 - Specialized design review or entitlement processes are excluded.
- Code Analysis
 - Review local codes and perform detailed code analysis.
 - Meet with the following Authorities Having Jurisdiction (AHJ's) to review the design and identify potential costs and risks in advance.
 - City of Dickson Codes
 - City of Dickson Fire Department
 - The State Fire Marshal's office
 - Dickson Electrical System
 - Water Authority of Dickson
 - Evaluate egress and life-safety concerns.
 - Establish construction type, occupancy, code-required ratings, and separations.
 - Review Energy code requirements to establish required R-Values and envelope criteria.
 - Perform accessibility review to ensure compliance with local and federal accessibility codes
- Concept Development:
 - Provide initial drawings based on current site layout and program.
 - Exterior Assembly Selection: Identify additional exterior building materials, window types, waterproofing, roofing materials, and their respective assemblies.
 - Elevations + Plans: Advance interior + exterior elevations, floorplans, and typical details.
- Coordination:
 - Coordination of Engineering and Design team to establish parameters for structural and MEPF Systems, initial system selection, and sizing.
 - Coordinate with the owner's general contractor on construction methods and pricing to prevent potential cost, constructability or performance issues.

- Deliverables:
 - Present final Schematic Design documents to you for review and comment.
 - Mechanical, Electrical, Plumbing, and Structural Narratives describing system recommendations and sizing.
 - Drawings Included:
 - Life Safety Plan
 - Code Analysis
 - Exterior Assemblies
 - Wall Types
 - Floor Plans
 - Roof Plans
 - Exterior Elevations
 - Reflected Ceiling Plans

Cost Estimating Phase (Schedule TBD)

- Assist the General Contractor with questions arising during the pricing process and with value engineering as required.
- City of Dickson to determine if a pause for pricing is acceptable given the schedule constraints. SAW recommends pausing for pricing if possible so that cost information can be addressed starting at the beginning of the subsequent phase. If the pricing and Design Development phases happen simultaneously, the earliest cost issues can be address is 4-6 weeks into the subsequent phase.



EXCLUSIONS

The following services are not provided in our proposal but can be added for an additional fee:

Civil + Geotechnical Engineering
Environmental Assessment/ Site Survey
Landscape Architecture
Hazardous Materials Survey
Cost Estimating

Professional Renderings
Traffic Study
Site Retaining Wall, Structures, or Stair Design
Other services not described herein

2025 Hourly Rate Schedule

Principal/Owner	\$275-300/hr
Associate Principal	\$250-275/hr
Project Manager	\$200-250/hr
Project Architect	\$195-225/hr
Project Designer	\$155-195/hr
Interior Designer	\$155-195/hr
Draftsperson	\$120/hr

RESOLUTION #2025-67

**A RESOLUTION ACCEPTING AND AUTHORIZING THE MAYOR TO SIGN A
GRANT CONTRACT WITH THE TENNESSEE HIGHWAY SAFETY OFFICE**

WHEREAS, the Tennessee Highway Safety Office has awarded the City of Dickson Police Department an FFY 2026 grant for thirty-two thousand dollars (\$32,000) to assist in the enforcement of Tennessee Driving Under the Influence Laws.

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

SECTION 1. The Mayor of the City of Dickson, Tennessee, is authorized to sign and execute a Governmental Grant Contract with the THSO, attached as an exhibit hereto, and any and all documents and instruments necessary to receive said grant according to the terms and conditions contained therein.

SECTION 2. The Dickson Police Department shall be responsible for completing all reports and accounting of spending of grant funds as required in the contract.

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

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 01, 2025	End Date September 30, 2026	Agency Tracking # Z26THS096	Edison ID 87698 (ID)																																												
Grantee Legal Entity Name Dickson Police Department			Edison Vendor ID 1522																																												
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.607 Grantee's fiscal year end - June 30																																													
Service Caption (one line only) Enforcement of Tennessee Driving Under the Influence Laws																																															
Funding — <table border="1"> <thead> <tr> <th>FY</th> <th>State</th> <th>Federal</th> <th>Interdepartmental</th> <th>Other</th> <th>TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td>2026</td> <td></td> <td>\$32,000.00</td> <td></td> <td></td> <td>\$32,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL:</td> <td></td> <td>\$32,000.00</td> <td></td> <td></td> <td>\$32,000.00</td> </tr> </tbody> </table>						FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2026		\$32,000.00			\$32,000.00																									TOTAL:		\$32,000.00			\$32,000.00
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																																										
2026		\$32,000.00			\$32,000.00																																										
TOTAL:		\$32,000.00			\$32,000.00																																										
Grantee Selection Process Summary <input checked="" type="checkbox"/> Competitive Selection																																															
Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.																																															
<input type="checkbox"/> Non-competitive Selection Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.																																															
<div style="text-align: right;"><i>CPO USE - GG</i></div>																																															
Speed Chart (optional)		Account Code (optional)																																													

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Dickson Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Dickson Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1522

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; toxicology testing and training to reduce the backload of pending DUI cases, youth programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Two Thousand Dollars and Zero Cents (\$32,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).

- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to,

the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Jessica Blackwell, Captain
Dickson Police Department
202 South Main Street
Dickson, Tennessee 37055
Email Address: jblackwell@cityofdickson.com
Telephone #: (615) 441-9580

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

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

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

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

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

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

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

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

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

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

confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

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

- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

Dickson Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Dickson Police Department
Subrecipient's Unique Entity Identifier (SAM)	GM8YPUWBKAM1
Federal Award Identification Number (FAIN)	69A37525300001540TNA
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$32,000.00
Total amount of federal funds obligated to the subrecipient	\$32,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$14,118,865.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

GRANT BUDGET
Agency Name: Dickson Police Department
Project Title: Enforcement of Tennessee Driving Under the Influence Laws
The grant budget line-item amounts below shall be applicable only to expense incurred during the following
Applicable Period: BEGIN: 10/01/2025 END: 09/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$32,000.00	\$0.00	\$32,000.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$32,000.00	\$0.00	\$32,000.00

1. Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted online at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00

**Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office**

SIGNATURE AUTHORITY CONSENT FORM

I, Don L. Weiss Jr. as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Dickson Police Department hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2025-2026 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

SETH LYLES Chief of Police
Name and Title (Printed)

[Signature]
Signature

Name and Title (Printed)

Signature

Jessica Blackwell, Captain
Name and Title (Printed)

[Signature]
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date

RESOLUTION #2025-68

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A
PROPOSAL FOR ENVIRONMENTAL 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 an assessment to determine the presence, if any, of hazardous materials in the buildings to be impacted by the project; and

WHEREAS, ECS Southeast, LLC proposes to perform a Phase I Environmental Site Assessment and provide a Hazardous Materials Assessment for the structures 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. 49:52269P-52270P to provide a Phase I Environmental Site Assessment for the structures in the area of a 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 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 October, 2025.

ATTEST:

Chris Norman, RECORDER

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



ECS Southeast, LLC

Proposal for Environmental Services

City Center Project

N Charlotte St, W Walnut St, & E Chestnut St, Dickson, Tennessee 37055

For: City of Dickson

600 East Walnut Street, Dickson, Tennessee 37055

ECS Proposal Number 49:52269P-52270P

September 26, 2025



ECS Southeast, LLC

Geotechnical • Construction Materials • Environmental • Facilities

September 26, 2025

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

ECS Proposal No. 49:52269P-52270P

Reference: Proposal for Environmental Services, City Center Project, N Charlotte St, W Walnut St, & E Chestnut St, Dickson, Tennessee 37055

Dear Mr. Morris:

ECS Southeast, LLC (ECS) is pleased to provide City of Dickson with this proposal for performing Environmental Services for the City Center Project. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at N Charlotte St, W Walnut St, & E Chestnut St in Dickson, Dickson County, Tennessee. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

Sincerely,

ECS Southeast, LLC

A handwritten signature in black ink, appearing to read 'Min Kandies'.

Min Kandies
Environmental Project Manager I
mkandies@ecslimited.com
615-885-4983

A handwritten signature in purple ink, appearing to read 'Lori Parker'.

Lori Parker, CEM, CPESC
Environmental Principal
lparker@ecslimited.com
615-885-4983

318 Seaboard Lane, Suite 208, Franklin, Tennessee 37067 • T:615-885-4983

ECS Florida, LLC • ECS Mid-Atlantic LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • ecslimited.com

"ONE FIRM. ONE MISSION."

PROJECT INFORMATION AND SCOPE OF SERVICES

Property Description and Background

We understand the property is located at N Charlotte St, W Walnut St, & E Chestnut St in Dickson, Dickson County, Tennessee. According to the Dickson County Online Geographic Information Systems (GIS) website, the project site consists of approximately 7.50 total acres is identified as Parcel Identification Numbers (PINs) 110C C 005.00, 110C B 010.00, 110C B 011.00, 110C B 012.00, 110C B 013.00, 110C B 014.00, 110C B 015.00, 110C B 017.00, 110C A 006.00, 110C A 007.00, 110C A 008.00, 110C A 009.00, 110C A 010.00, 110C A 011.00, 110C A 012.00 and is owned by The City of Dickson, Tennessee.

ECS has been requested to provide a Phase I ESA of the project area and to provide a Hazardous Materials Assessment of the following three buildings:

- Nashville State Community College (206 West Walnut Street) Parcel Numbers: 110C A 006.00 through 110C A 011.00: constructed in 1976, renovated in 1999, and comprises approximately 6,000 square feet
- City of Dickson Municipal Court Building (202 South Main Street) Parcel Numbers: 110C B 010.00 through 110C B 015.00 and 110C B 017.00: two-story building, constructed in 1954 and comprises approximately 13,500 square feet
- 200 West Walnut Street; Parcel Number: 110C A 012.00: residential structure, constructed in 1946 and comprises approximately 2,600 square feet

Purpose

The purpose of this Environmental Services proposal is to evaluate whether asbestos-containing materials (ACMs) may be present within the building materials scheduled to be impacted by the planned construction activities and to provide a Phase I Environmental Site Assessment of the project area.

SCOPE OF SERVICES

Based on our understanding of the subject property and plans for future activities ECS has prepared the following Scope of Services.

Asbestos-Containing Materials

The Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) requires a survey for asbestos before renovation or demolition. Demolition is defined under NESHAP as the removal of a load-bearing structure or member, and renovation is an action that disturbs building materials. Based on requirements under NESHAP for renovation and demolition activities, ECS will conduct a limited survey for potential asbestos-containing materials (ACMs). The ACM survey is limited in that we will not conduct demolition, such as jack/sledgehammering, to expose potentially concealed materials. The asbestos survey will be conducted by an inspector who has received United States Environmental Protection Agency (US EPA) accredited

training and is licensed by the state of Tennessee to identify and sample suspect ACMs in general accordance with the Asbestos Hazard Emergency Response Act (AHERA) Regulations (40 Code of Federal Regulation (CFR) 763 Subpart E) and Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1926.1101 Inspection Protocol. During the survey, attempts will be made to sample suspect ACMs in readily accessible areas. However, due to the nature of an asbestos survey and the inability and impracticality of accessing some hidden locations, some areas/materials may still be deemed inaccessible and/or not surveyed. Reasonable assumptions regarding suspect asbestos-containing materials located within inaccessible areas will be made as necessary. Areas that require a ladder taller than a six-foot stepladder or 12-foot extension ladder may be deemed inaccessible.

ECS will make up to four penetrations in walls, ceilings, and/or chases in the areas scheduled for demolition. The presence or absence of suspect ACMs in these locations only represents the areas sampled. Due to the unknown nature of what may be behind building surfaces, ECS may rely on the client to identify test locations to avoid utility conflicts or compromises to other building systems. Acceptance of this proposal will release ECS of all liability associated with water infiltration or other building system failures (including but not limited to electrical, mechanical, plumbing, data, etc.) and all other effects on the building resulting from the exploration conducted by ECS. ECS will not repair the penetrations made.

The survey includes collecting bulk samples of friable (easily crumbled under hand pressure) and non-friable materials suspected to be ACM for laboratory testing. Multiple samples of thermal system and surfacing materials (e.g., pipe insulation, wall plaster, fireproofing, textured coatings, etc.) may be required based on OSHA and EPA regulations. At the discretion of the ECS inspector, samples may be analyzed using the "Positive Stop" methodology. This methodology states that if one sample of a homogeneous material contains asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos, the entire quantity of that material contains asbestos, regardless of additional analysis.

The tasks associated with the proposed asbestos survey are:

1. ECS will set a date with the site access personnel to conduct the survey. Once the date is solidified, the Owner(s) will grant ECS unrestricted access to the property.
2. ECS will enter the building and begin identifying the homogeneous areas on the interior and exterior of the building and the roofing system (if requested). Homogeneous areas are defined as sections of building materials appearing to have been installed in the same general period and are of uniform color and texture. Once homogeneous areas are identified, we will collect samples of the materials suspected to contain asbestos in general accordance with the Asbestos Hazard Emergency Response Act (AHERA) and NESHAP regulations. The number of samples collected from each homogeneous area will vary by material type.
3. The number of samples collected will be determined using the general criteria below:
 - Thermal Insulation Materials (piping, breeching, boiler insulation, etc.) - At least three samples will be collected. Only one sample will be collected from patch areas less than 6 square feet or linear feet in size.

- Surfacing Materials (plaster, fireproofing, etc.) – A minimum of seven samples will be collected for areas greater than 5,000 square feet; five samples will be collected for areas greater than 1,000 square feet but less than 5,000 square feet; and three samples will be collected for areas less than 1,000 square feet.
- Miscellaneous Materials (flooring, adhesives, roofing, wallboard, etc.) – At least two samples are required.

4. Samples collected at the site will be delivered to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for testing by polarized light microscopy (PLM). A chain of custody will be maintained with the samples.

5. The survey will not include destructive measures to look in chases, above fixed ceilings, behind permanent or attached fixtures, behind walls, etc. Materials located below carpet corners, behind removable exterior siding, and removable fixtures will be sampled if accessible during the assessment. Suspect materials observed in inaccessible areas must be assumed positive or evaluated at the time of discovery.

6. Safe access to the roof must be provided. ECS will perform test cuts within roofing materials for sample collection and patch those test areas with products readily available at local retail hardware stores. However, as we are unaware of the roof's current conditions or other exterior building envelope materials, we cannot warrant any test cut patches made to the roof. Authorization of this work thereby releases ECS from any liability regarding future roof leaks, water infiltration, or the voiding of the roof warranty.

7. If one sample of a material from a homogeneous area is reported to contain greater than 1% asbestos, then by EPA definition, it is characterized as asbestos-containing.

8. At the completion of our work, an asbestos survey report will be provided. This report will include a description of the background information provided, assessment and laboratory procedures, results obtained, and a discussion presenting our evaluation and recommendations should ACM be identified. Estimated quantities of ACMs will be provided; however, these quantities should be field verified by an abatement contractor prior to bidding.

ECS will rely on City of Dickson to provide unencumbered access to the survey area.

Lead in Paint and Other Surface Coatings

ECS will perform the lead survey in general accordance with the U.S. Department of Housing and Urban Development (HUD) "Guidelines for the Evaluation and Control of Lead-Based Paint Hazard in Housing." ECS will perform testing for components and substrates encountered within the accessible areas, however, the scope of this study is not intended to meet the requirements for a surface-by-surface investigation per HUD Chapter 7 guidelines and for lead-free certification purposes, but rather a screening survey of painted surfaces where the presence of lead-based paint is suspected for environmental due diligence.

The lead paint survey will be conducted by collecting paint chip samples from suspect lead paint materials. The paint chip samples will be submitted to a laboratory that participates in the American Industrial Hygiene Association (AIHA) Environmental Lead Proficiency Analytical Testing (ELPAT) Programs for analysis of lead concentration (percent by weight) using Flame Atomic Absorption Spectroscopy.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with **ASTM Standard E1527-21**, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances which require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. The completed User Questionnaire which is attached.

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. ***As the User of the report, please complete the attached User of the Report Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed. ECS will conduct a separate interview with the property owner (property owner contact information is mandatory).*** We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the PDF report will be forwarded electronically upon completion of the project.

Optional Services:

Environmental Lien and Activity and Use Limitation Search

A search of local and judiciary environmental liens and activity use limitations (AULS) is a requirement for “bona fide prospective purchasers”, “innocent landowners” and “contiguous property owners” to qualify for liability protections under CERCLA in accordance with 40 CFR Part 312.20 and 312.25. Per ASTM E1527-21, to meet this requirement, the User must conduct a search of local and judiciary environmental liens and use limitations, which can be provided to the environmental professional and included with the Phase I ESA. If title lien/AUL information is not readily available (e.g. available title insurance commitment documents or equivalent), ECS can contract with a third-party provider to prepare a title lien/AUL search report.

It should be noted that the environmental professional's review of state and federal records for environmental liens and institutional/engineered controls as part of a standard ASTM E1527 Phase I ESA does not constitute a search of local and judiciary records required of the User per 40 CFR Part 312.20 and 312.25. Please indicate on the attached authorization page if you would prefer ECS to obtain a third-party title lien/AUL search report on your behalf for an additional fee of \$250.00 per parcel. If documentation of a lien/AUL search is available (e.g. title insurance commitment reports or equivalent) please transmit them to ECS prior to the completion of the Phase I ESA report.

Business Environmental Risk Review

As an optional service, ECS can include review of Business Environmental Risk (BER) items that are excluded from the scope of a standard ASTM 1527-21 Phase I ESA. These ASTM non-scope items include a review of the potential for the following items to impact or be present at the subject property based on readily available information: asbestos, lead paint, lead in drinking water (municipal report review), mold, wetlands/streams, endangered species, and radon. The Business Risk Review will be based on information obtained during the Phase I ESA and readily accessible local, state, and federal databases and does not include site specific sampling or testing, but rather a narrative opinion concerning the potential for these issues to be present based on available information and visual observations. This narrative will be included within the body of the Phase I ESA, unless a separate standalone letter is requested.

ECS Standard Reliance Letter

A reliance letter will be addressed to a single entity and subject to the scope of services as the report and associated contracted proposal. Reliance letters issued by ECS will be subject to our standard terms and conditions of service. A sample reliance letter can be provided upon request. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

OUT OF SCOPE OBSERVATIONS

If during the performance of our Scope of Services additional environmental issues are observed which are beyond the Scope of Services outlined within this proposal, ECS may contact City of Dickson to discuss the relevance and significance of the observation in order to determine if the observation requires additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

SAFETY

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition is unsafe and the performance of our Scope of Services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the Scope of services in that area until the unsafe condition is corrected.

REPORTS AND MEETINGS

ECS will prepare one Environmental Services report for the subject project. A copy of the report will be forwarded electronically upon completion of the project and will include a project background, sampling methodologies, laboratory results, photographs, and our conclusions. Hard copies of the report can be provided at cost.

Meetings requested by City of Dickson (both on-site and at ECS's office beyond the Scope of Services outlined above) will be invoiced on a time and materials basis.

PROJECT FEES AND SCHEDULE

Project Fees

The estimated fee to perform the proposed tasks is provided in Table 1. Our estimate is based on experience with similar projects. ECS performs consulting services on a unit-rate basis. This estimate is based on our best estimate of the time required to complete the task. Any additional time and/or laboratory testing above the costs estimated in Table 1 will be billed in accordance with our standard unit rates. Pricing assumes work to be performed during normal business hours (7 am to 5 pm) Monday through Friday.

Submitted charges for work are based on the number of units of work actually performed. If unusual conditions are encountered that could affect the performance of the project, we will notify you immediately, so that appropriate changes can be made to the Scope of Services and the fee estimate adjusted accordingly, if necessary. It should be noted that meetings and consultations provided at the request of the client, and beyond the scope of this proposal, will be billed in accordance with ECS's standard fee schedule.

Table 1 - Estimated Fees			
Task/Item	Unit Rate	No. of Units	Fee
Asbestos Field Services (2 inspectors/2 days)	Lump Sum	1	\$4,000.00

Table 1 - Estimated Fees			
Task/Item	Unit Rate	No. of Units	Fee
PLM Bulk Sample Analysis (72-hour turnaround)	\$11.00/Sample Layer	200	\$2,200.00
Final Report	Lump Sum	1	\$825.00
Lead-based Paint by Flame AA (72-hour turnaround)	\$12.00/Sample	45*	<u>\$540.00</u>
Total Estimated Fee for Proposed Scope of Services:			\$7,565.00

*If additional samples are required, the client will be invoiced at the same rate and turnaround times indicated.

Project Schedule

Asbestos Survey:

The fieldwork will be coordinated with you and will take approximately 2 days to complete. Laboratory analysis will take approximately 3 business days to complete and begins when the samples are received and logged in by the laboratory. The report will be issued within approximately 2 weeks of receipt of the final laboratory report.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time as either the area is accessible or the unsafe conditions are corrected. If ECS must make an additional visit to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding our scope of services, you would be informed of our intentions for both your review and authorization.

An escort may be required for entrance to interior portions of the building and/or for the time that we are present on the site. ECS will rely on City of Dickson to provide access to the subject property.

LIMITATIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The survey is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the survey. The sampling results only represent the locations at the time and day of collection.

The following services are not included; repairs to damaged materials from sampling with the exception of the roof, O&M Plans, site health and safety of non-ECS personnel, project monitoring, attendance at meetings, or services not specifically defined herein. These services may be provided as an expansion of our services if so desired.

ECS has made the following assumptions in developing this proposal:

- ECS assumes the roof areas can be accessed via an attached ladder, stairwell, roof hatch, and/or a portable 12-foot extension ladder. If the roof cannot be safely accessed, additional costs may be incurred.
- ECS assumes interior areas can be accessed with a 6-foot stepladder or 12-foot extension ladder.
- Prices presented herein are valid for 60 days from the date of this proposal.
- Additional project services not specifically addressed by this proposal shall be charged on a time and materials basis.

PROPOSAL ACCEPTANCE

These proposed services from ECS to City of Dickson will be conducted under a Proposal and Agreement for Professional Services (Agreement) dated August 4, 2025. Once executed by both entities, the Agreement and this proposal will constitute the entire agreement detailing the scope of services, terms, and conditions of service for this project. Issuance of the Agreement, purchase order, or other notice to proceed (verbal, written, or electronic) implicitly accepts this Agreement and proposal. Please select services on the Proposal Acceptance Form to document the options selected.

Service	Estimated Fee	Initial For Acceptance
Asbestos Survey	\$7,565.00	D.W.
Phase I ESA Report	\$3,600.00	D.W.
Optional Services		
Optional Environmental Lien/AUL Search: (\$250.00 per parcel)	\$3,750.00	
Business Environmental Risk Reviews: <ul style="list-style-type: none"> Includes comments on Non-ASTM scope issues (asbestos, lead paint, municipal report review of lead in drinking water, mold, wetlands/streams, endangered species, and radon) 	\$400.00	
ECS Reliance Letter: (\$300.00 per letter/entity)	\$300.00	D.W.

PROPOSAL INFORMATION	
ECS Proposal Number	49:52269P-52270P
Location	N Charlotte St, W Walnut St, & E Chestnut St, Dickson, Tennessee
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	Don L. Weiss, Jr. O.D.; City of Dickson, TN
Date of Execution	
Proposal Addressee - Name	Cooper Morris
Proposal Addressee - Company	City of Dickson

INVOICE INFORMATION	
Please Print Below if Invoice Addressee is Different or Special Invoicing Instructions	
Invoice Addressee - Name	Jessi Starkey
Invoice Addressee - Company	City of Dickson
Invoice Addressee - Street Address	600 E Walnut St.

Invoice Addressee - Street Address	
Invoice Addressee - City, State, Zip	Dickson, TN 37055
Invoice Addressee - Email	(615) 441-9508
Invoice Addressee - Phone Number	
Purchase Order Number	City Center
Client Project/Account Number	
Pay Application Required	

Appendix I: Figures



Phase I ESA Subject Property



Hazardous Materials Subject Property

Appendix II: Phase I ESA User Questionnaire



Environmental Questionnaire for User

Completion required for conformance with ASTM E1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire:

Date: _____

Name of Your Company and Your Contact Number (Please Print):

ASTM E1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: **NO** ☐ **YES** ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: **NO** ☐ **YES** ☐

Please Send Information Promptly

- (1.) **Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

- (3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please state uses: _____

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(4.) **Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29).** Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: **NO** ☐ **YES** ☐ **NA** ☐ (not a purchase)

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(5.) **Parcel Property Owner(s) & Contact Number(s):**

- A. _____
- B. _____
- C. _____
- D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) **The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).** As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

Appendix III: T&C HOLDER

RESOLUTION #2025-45

**A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE MAYOR
TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST,
LLC TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

WHEREAS, from time to time the City of Dickson, Tennessee, has a need for professional geotechnical engineering services for various projects; and

WHEREAS, to provide expediency the administration wishes to execute an agreement with a company to provide on-call geotechnical engineering services on a project-by-project basis; and

WHEREAS, after soliciting requests for qualifications and reviewing such proposals, the Public Works Department administration recommends the proposal from ECS Southeast, LLC, attached as an exhibit hereto.

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

SECTION 1. The Professional Services Agreement between the City of Dickson, Tennessee, and ECS Southeast, LLC, attached hereto, is accepted and approved subject to the terms and conditions contained therein and the review and approval of legal counsel for the City.

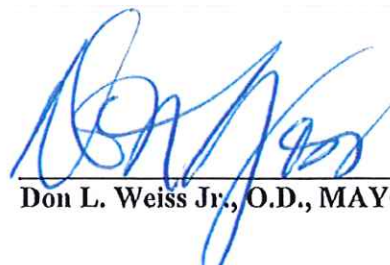
SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute said agreement and all other documents and instruments necessary for its implementation.

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

Approved and adopted this 4th day of August, 2025.

ATTEST:


Chris Norman, RECORDER


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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DICKSON, TENNESSEE AND
ECS SOUTHEAST, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made as of August 4, 2025 (the "**Effective Date**") by and between City of Dickson, Tennessee (the "**Client**") and ECS Southeast, LLC ("**ECS**") for the following project (referred to herein as the "**Project**"): On-Call Geotechnical Engineering Services. Client and ECS may collectively be referred to as the "**Parties**" or individually as a "**Party**."

This Agreement consists of the following Exhibits:

- A. Exhibit A – Scope of Services
- B. Exhibit B – Compensation
- C. Exhibit C – Terms and Conditions

Contact Information for Notices:

Client	ECS
City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	ECS Southeast, LLC 1050 International Boulevard, Suite C Clarksville, TN 37050
With a copy to: Bret Stock (bstock@cityofdickson.com) Cooper Morris (cmorris@cityofdickson.com)	With a required copy to: Blake Morris (bmorris1@ecslimited.com) Mark Luskin (mluskin@ecslimited.com)
Bret Stock City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	Legal Department ECS Group of Companies 14030 Thunderbolt Place, Suite 500 Chantilly, VA 20155 Attn: General Counsel Email: legal@ecslimited.com

Each party may update its contacts above by notice to the other. Routine business and technical correspondence must be in English and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English and will be effective when received.

This Agreement, including all exhibits, appendixes, and other documents appended to such, constitute the entire Agreement between Client and ECS for the Project. The Parties acknowledges that all prior understandings and negotiations are superseded by this Agreement and that subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties. All preprinted terms and conditions on Client's work authorization or other service acknowledgment forms, are inapplicable and

superseded by the terms and conditions included in this Agreement and the terms and conditions included in this Agreement.

The parties executing this Agreement on behalf of Client and ECS respectively, hereby represent to the other party that they have full authority to execute this Agreement and create a binding agreement.

CLIENT:

City of Dickson, Tennessee

By: 

Don L. Weiss, Jr.

Title: MAYOR

Date: 8/4/25

ECS:

ECS Southeast, LLC

By: 

Mark Luskin

Title: Vice President

Date: 8/15/25

EXHIBIT A – SCOPE OF SERVICES

ECS understands that Geotechnical Engineering services will be utilized by the Client as an on-call / as needed basis as requested.

Scope of services may include but are not limited to:

- Subsurface Exploration, Assessments and Design
 - Drilling Borings
 - Laboratory testing of representative soil samples
 - Engineering analyses presented in site-specific engineering report
- Geophysical Surveys
 - Seismic refraction
 - Electrical resistivity
 - Ground Penetrating Radar (GPR)
- Geotechnical Construction Consulting
 - Value engineering review
 - Sample testing
 - Laboratory testing for soil modification (Lime/Cement Treated Soils)
- Specialized In-situ (in place) Soil/ Rock Testing
- Reinforced Earth Structures, Slopes, and Retention Design
- Deep Foundation Testing
- Geotechnical Instrumentation
- Geostructural Design
- Construction Materials Testing and Special Inspections

EXHIBIT B – COMPENSATION

Once a task order or request is received by ECS, ECS will provide a site-specific proposal outlining scope of work and budget for approval by Client prior to commencing work. The proposed budget provided by ECS may be outlined as a unit rate fee, lump sum, estimate, or not to exceed budget and will be agreed upon by both parties prior to commencing work.

EXHIBIT C – TERMS AND CONDITIONS

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 Not Used

19.0 Not Used

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 Dickson County, Tennessee. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the State of Tennessee, 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 #2025-69

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN PROPOSALS FOR ENVIRONMENTAL SERVICES FOR THE AQUATIC/RECREATION 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 and aquatic/recreation center in Henslee Park; and

WHEREAS, as part of its due diligence, the City of Dickson wants to conduct subsurface, geotechnical and environmental site assessments to determine the viability of the proposed site of the project; and

WHEREAS, ECS Southeast, LLC proposes to perform Subsurface Exploration and Geotechnical Engineering Services and a Phase I Environmental Site Assessment and prepare the appropriate reports as identified in the proposals attached hereto.

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

SECTION 1. ECS Proposal Nos. 26:14394 and 49:52268 to perform Subsurface Exploration and Geotechnical Engineering Services and a Phase I Environmental Site Assessment for the site of a proposed aquatic/recreation center project, attached hereto, are accepted and approved.

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

SECTION 3. Payment for the services described in the ECS Proposals is authorized subject to the terms and conditions contained therein.

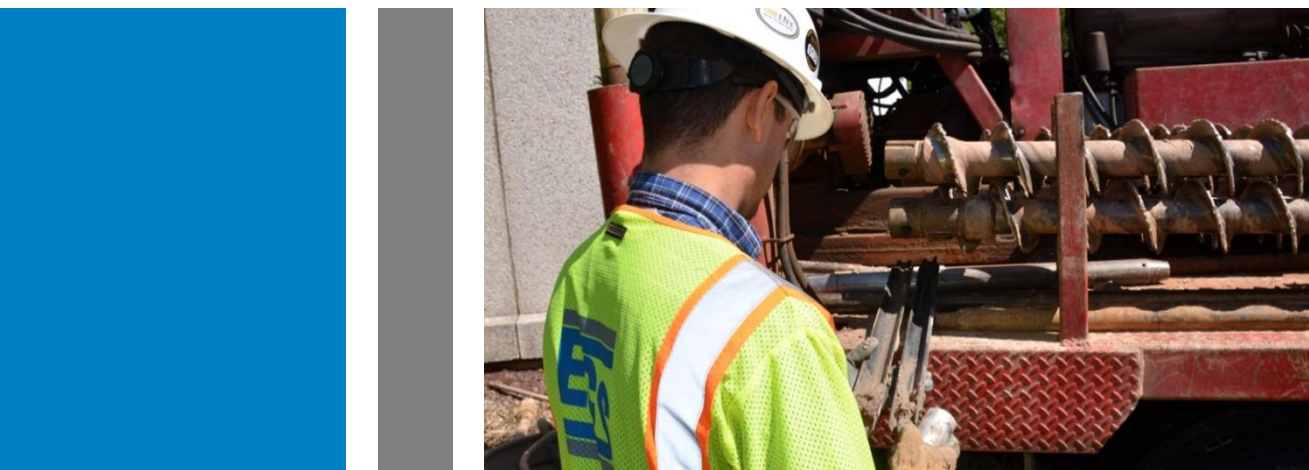
This Resolution shall take effect upon its passage, the public welfare requiring it.

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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



ECS Southeast, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services & Phase I Environmental Site Assessment

Aquatic Recreation Center, Henslee Park

800 Highway 70W
Dickson, Tennessee

ECS Proposal Nos. 26:14394 and 49:52268

September 30, 2025





ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

September 30, 2025

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

ECS Proposal Nos. 26:14394 and 49:52268

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services & Phase I Environmental Site Assessment
Aquatic Recreation Center, Henslee Park
800 Highway 70W
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 and Phase I Environmental Site Assessment (ESA) for the above referenced project. Our understanding of the project is based on our review of the provided drawings and a group discussion with the owner, architect, and ECS. 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 Request for Proposal 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. The following is a summary of the sources of information used in preparing this proposal:

- Group conversation between the owner, architect, and representatives from ECS on Tuesday, September 23, 2025.
- Civil Site Plans prepared by Kimley Horn dated May 27, 2025.
- Architectural Plans prepared by Southern Architecture Workshop dated May 22, 2025.

Existing Site Conditions

The project site is located at 800 Highway 70W in Dickson, Tennessee. Existing conditions include an existing Splash Pad and associated parking lots at the northern part of the site, and a grassy field slopes southerly toward Henslee Drive. There are various park amenities such as disc golf corrals and cart paths as well as some areas of vegetation.

318 SEABOARD LANE, SUITE 208, FRANKLIN, TN 37067 • T: (615) 885-4983 • F: (615) 771-4134

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC – An Associate of ECS Group of Companies • www.ecslimited.com

“ONE FIRM. ONE MISSION.”

Project Description

We understand the proposed project will include the construction of a new two-story aquatic center with a finished floor elevation of 851 feet MSL. Structural building and traffic loading conditions were not available. Based on our experience, we have assumed the structural loading conditions for the structure are as follows:

- Maximum wall loads of 3 kips per linear foot
- Maximum column loads of approximately 150 kips

Based on the existing and proposed grades, it appears that the maximum cuts and fills will be on the order of 17 feet and 11 feet, respectively to reach design grades.

GEOTECHNICAL 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 **\$1,000**. 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 photographs, the site appears to be generally accessible. Therefore, we anticipate that no clearing will be required to provide drill rig access to the proposed soil test borings. ECS understands that the Henslee Park amenities will remain open to the public and ECS anticipates requiring coordination with City of Dickson Park officials.

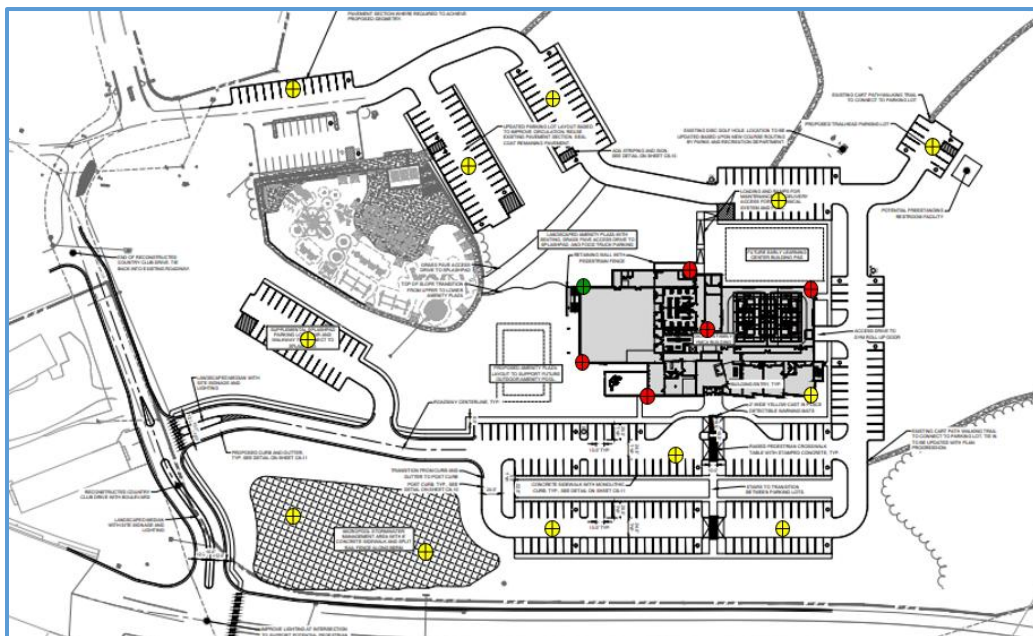
Regarding site access, we have made the following assumptions:

- 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:

- Field locate the test locations by handheld GPS unit / taping and pacing from existing site features / available plans. Elevations will be interpolated from the plans provided.
- Obtain a public utility locate ticket for location of underground lines. See further information in the Utility Clearance section above.
- Mobilize an All-Terrain Vehicle (ATV) mounted drilling rig to the site.
- Perform soil test borings (ASTM 1586 Standard Sampling) at the approximate locations shown on the figure below.
- Measure the depth of groundwater within each exploration location at the time of drilling and prior to backfilling.



PROPOSED STRUCTURE /SITE FEATURE	PROPOSED DRILLING	TOTAL LINEAR FEET OF DRILLING
Building	1 SPT* Boring @ 30ft deep 5 SPT* Borings @ 20 ft deep 1 SPT* Boring @ 10 ft deep	140
Parking and SWM	11 SPT* Boring @ 10 ft deep	110
	Total Drilling Footage	250

*Standard Penetration Test

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.

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	ESTIMATED QUANTITY
Natural Moisture Content	86
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 shallow foundation system and their allowable bearing pressures as well as estimates of predicted foundation settlement. If required, we will provide recommendations for suitable intermediate foundations/ground improvement options 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. 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 suitable material guidelines.
- m. Recommended preliminary flexible pavement (asphalt) and rigid pavement (concrete) based on estimated CBR values and estimated traffic loading.
- n. Recommendations for seismic site classification in accordance with the International Building Code (IBC 2018).
- o. Recommendations for additional subsurface exploration, laboratory testing, and/or consultation that may be required to complete the geotechnical assessment and engineering recommendations.

ENVIRONMENTAL SCOPE OF SERVICES

The Phase I Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We note that there may be some instances that require an adjustment to the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements, or other services beyond the scope outlined in this proposal are requested. We would notify you in advance if these additional services would result in increased fees.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

- 1. Copies of updated site plans/plots which you may have available;
- 2. A point of contact for site access;
- 3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
- 4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
- 5. A completed User Questionnaire (blank form for your use is attached).

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the User that would provide information about

previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. *As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. The User Questionnaire should be completed by the User of the Phase I ESA, which is the party to whom the report is addressed. ECS will conduct a separate interview with the property owner (assuming owner contact information is provided).* We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the “User’s Responsibilities” portion of the ASTM Standard.

ECS will prepare one Phase I ESA Report for the subject property. A copy of the report will be forwarded electronically upon completion of the project.

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 2018) 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.

Probabilistic Seismic Hazard Analysis

Depending on the building code’s classification of the structure, a Probabilistic Seismic Hazard Analysis (PSHA) Site Specific Seismic Study can also be performed. ECS will complete the site-specific seismic analysis using EZFRISK computer software. This software will perform the probabilistic analysis and produce equal hazard spectra. Inputs include seismic historical data, site location (latitude and longitude), corrected attenuation equations, and soil stratigraphy (from the test pits and from the ReMi survey mentioned above). We have been involved in a number of these studies in the past and have the necessary expertise to perform the above studies with our own staff. The maximum considered site-specific ground motion shall be taken as that motion represented by an acceleration response spectrum having a 2%

probability of exceedance within a 50-year period. The resultants of the PSHA analysis are the Design Spectral Response acceleration at short periods, SDS, and at the 1-second period, SD1. The acceleration values are used directly by the structural engineer in evaluating the structure. Once the shear wave velocity profile is developed, the design team should confer to determine if a PSHA would be of value.

Environmental Lien and Activity and Use Limitation Search

A search of local and judiciary environmental liens and activity use limitations (AULS) is a requirement for “bona fide prospective purchasers”, “innocent landowners” and “contiguous property owners” to qualify for liability protections under CERCLA in accordance with 40 CFR Part 312.20 and 312.25. Per ASTM E1527-21, to meet this requirement, the User must conduct a search of local and judiciary environmental liens and use limitations, which can be provided to the environmental professional and included with the Phase I ESA. If title lien/AUL information is not readily available (e.g. available title insurance commitment documents or equivalent), ECS can contract with a third-party provider to prepare a title lien/AUL search report.

It should be noted that the environmental professional's review of state and federal records for environmental liens and institutional/engineered controls as part of a standard ASTM E1527 Phase I ESA does not constitute a search of local and judiciary records required of the User per 40 CFR Part 312.20 and 312.25. Please indicate on the attached authorization page if you would prefer ECS to obtain a third-party title lien/AUL search report on your behalf for an additional fee of \$250.00 per parcel. If documentation of a lien/AUL search is available (e.g. title insurance commitment reports or equivalent) please transmit them to ECS prior to the completion of the Phase I ESA report.

Business Environmental Risk Review

As an optional service, ECS can include review of Business Environmental Risk (BER) items that are excluded from the scope of a standard ASTM 1527-21 Phase I ESA. These ASTM non-scope items include a review of the potential for the following items to impact or be present at the subject property based on readily available information: asbestos, lead paint, lead in drinking water (municipal report review), mold, wetlands/streams, endangered species, and radon. The Business Risk Review will be based on information obtained during the Phase I ESA and readily accessible local, state, and federal databases and does not include site specific sampling or testing, but rather a narrative opinion concerning the potential for these issues to be present based on available information and visual observations. This narrative will be included within the body of the Phase I ESA, unless a separate standalone letter is requested.

Reliance Letter

A reliance letter will be addressed to a single entity and subject to ECS's standard terms and conditions, and scope of services as the report and associated proposal. A sample reliance letter can be provided upon request. (Note: Additional fees may apply for client-requested reliance language that needs to be reviewed and approved by ECS legal counsel. Client-supplied reliance language beyond the ECS standard reliance letter may not be approved by ECS's legal counsel.)

FEE

ECS will provide the services outlined in this proposal (“Base Services”) for the following fees, plus any optional services authorized:

Task Description	Proposed Fee	Fee Type
Geotechnical Exploration	\$12,300	Lump Sum
Phase I ESA	\$3,200	Lump Sum

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

Task Description	Proposed Fee	Fee Type
Seismic Site Classification	\$3,000	Lump Sum
Probabilistic Seismic Hazard Analysis	\$3,500	Lump Sum
Environmental Lein and Activity and Use Limitation Search	\$250	Per Parcel
Business Environmental Risk Review	\$400	Lump Sum
Reliance Letter	\$300	Lump Sum

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.

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 being able to mobilize to the site within approximately 10 to 15 days after receiving authorization to proceed, notification that on-site personnel if any has been made, and upon clearing utilities.

We anticipate that the drilling operations will require about 2 days, and that the laboratory testing will require about 7 days, followed by our engineering analyses. For time budget purposes, the entire scope should take about 4 to 5 weeks from initial authorization through final report submission. If there is a specific due date for the report, please let us know. Verbal comments on findings can be provided within 5 days of completion of the borings, if requested.

CLOSING

If other services are required because of unexpected field conditions, or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying

or expanding the extent of our exploration program, we will contact you for your review and authorization.

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 in accordance with our master services agreement with the City of Dickson. If notice to proceed is provided verbally, through email, or by other means, the Client is bound by the terms and conditions in the agreement.

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



April Adams, E.I.

Project Manager

ASAdams@ecslimited.com



Mark Luskin, P.E., P.G.

Vice President, Principal Engineer

MLuskin@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

PROPOSAL ACCEPTANCE

Proposal No.: 26:14394 and 49:52268
Scope of Work: Subsurface Exploration and Geotechnical Engineering Services & Phase I Environmental Site Assessment
Project: Aquatic Recreation Center, Henslee Park
Location: 800 Highway 70W, Dickson, Tennessee

Client Signature: _____ Date: _____
Printed Name: _____ Title: _____

Base Services

Geotechnical Exploration (\$12,300):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Phase I ESA (\$3,200):	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Optional Services

Private Utility Locator (\$1,000):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Seismic Site Classification (\$3,000):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Probabilistic Seismic Hazard Analysis (\$3,500):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Environmental Lein Activity & Use Limitation Search (\$250/parcel):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Business Environmental Risk Review (\$400):	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Reliance Letter (\$300):	<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: _____



ENVIRONMENTAL QUESTIONNAIRE

Environmental Questionnaire for User

Completion required for conformance with ASTM E 1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire:

Date: _____

Name of Your Company and Your Contact Number (Please Print):

ASTM E 1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: NO ☐ YES ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: NO ☐ YES ☐

Please Send Information Promptly

(1a.) **Environmental liens that are filed or recorded against the site (40 CFR 312.25).** ASTM E 1527-21 states that the user should perform a review of recorded land title records and judicial records for environmental liens or activity and use limitations for the site. Please forward the results of the land title record and judicial record review. If you would prefer, ECS can obtain this information from a third party provider for **an additional fee**. Please let ECS know if you would like to contract ECS for this service.

Please select one: Client to Provide ☐ ECS to Obtain ☐

ENVIRONMENTAL QUESTIONNAIRE

(1b.) Activity and use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26). Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(2.) Specialized knowledge - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(3.) Commonly known or reasonably ascertainable information about the property (40 CFR 312.30). Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

(a.) Do you know the past uses of the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please state uses: _____

(b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

(c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one: **NO** ☐ **YES** ☐

If yes, please explain: _____

ENVIRONMENTAL QUESTIONNAIRE

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: NO ☐ YES ☐

If yes, please explain: _____

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: NO ☐ YES ☐

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: NO ☐ YES ☐

If yes, please explain: _____

(5.) Parcel Property Owner(s) & Contact Number(s):

- A. _____
- B. _____
- C. _____
- D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: NO ☐ YES ☐

If yes, please explain: _____

RESOLUTION #2025-45

**A RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE MAYOR
TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHEAST,
LLC TO PROVIDE ON-CALL GEOTECHNICAL ENGINEERING SERVICES**

WHEREAS, from time to time the City of Dickson, Tennessee, has a need for professional geotechnical engineering services for various projects; and

WHEREAS, to provide expediency the administration wishes to execute an agreement with a company to provide on-call geotechnical engineering services on a project-by-project basis; and

WHEREAS, after soliciting requests for qualifications and reviewing such proposals, the Public Works Department administration recommends the proposal from ECS Southeast, LLC, attached as an exhibit hereto.

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

SECTION 1. The Professional Services Agreement between the City of Dickson, Tennessee, and ECS Southeast, LLC, attached hereto, is accepted and approved subject to the terms and conditions contained therein and the review and approval of legal counsel for the City.

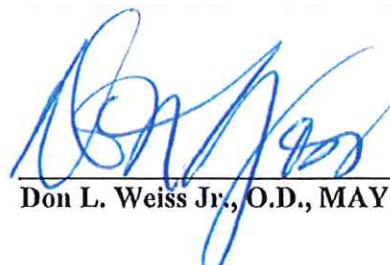
SECTION 2. The Mayor of the City of Dickson is hereby authorized to sign and execute said agreement and all other documents and instruments necessary for its implementation.

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

Approved and adopted this 4th day of August, 2025.

ATTEST:


Chris Norman, RECORDER


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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF DICKSON, TENNESSEE AND
ECS SOUTHEAST, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is made as of August 4, 2025 (the "**Effective Date**") by and between City of Dickson, Tennessee (the "**Client**") and ECS Southeast, LLC ("**ECS**") for the following project (referred to herein as the "**Project**"): On-Call Geotechnical Engineering Services. Client and ECS may collectively be referred to as the "**Parties**" or individually as a "**Party**."

This Agreement consists of the following Exhibits:

- A. Exhibit A – Scope of Services
- B. Exhibit B – Compensation
- C. Exhibit C – Terms and Conditions

Contact Information for Notices:

Client	ECS
City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	ECS Southeast, LLC 1050 International Boulevard, Suite C Clarksville, TN 37050
With a copy to: Bret Stock (bstock@cityofdickson.com) Cooper Morris (cmorris@cityofdickson.com)	With a required copy to: Blake Morris (bmorris1@ecslimited.com) Mark Luskin (mluskin@ecslimited.com)
Bret Stock City of Dickson, Tennessee 600 East Walnut Street Dickson, TN 37055	Legal Department ECS Group of Companies 14030 Thunderbolt Place, Suite 500 Chantilly, VA 20155 Attn: General Counsel Email: legal@ecslimited.com

Each party may update its contacts above by notice to the other. Routine business and technical correspondence must be in English and may be in electronic form. All legal notices given under this Agreement must be written, in non-electronic form, and in English and will be effective when received.

This Agreement, including all exhibits, appendixes, and other documents appended to such, constitute the entire Agreement between Client and ECS for the Project. The Parties acknowledges that all prior understandings and negotiations are superseded by this Agreement and that subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties. All preprinted terms and conditions on Client's work authorization or other service acknowledgment forms, are inapplicable and

superseded by the terms and conditions included in this Agreement and the terms and conditions included in this Agreement.

The parties executing this Agreement on behalf of Client and ECS respectively, hereby represent to the other party that they have full authority to execute this Agreement and create a binding agreement.

CLIENT:

City of Dickson, Tennessee

By:

Don L. Weiss, Jr.

Title:

MAYOR

Date:

8/4/25

ECS:

ECS Southeast, LLC

By:

Mark Luskin

Title:

Vice President

Date:

8/15/25

EXHIBIT A – SCOPE OF SERVICES

ECS understands that Geotechnical Engineering services will be utilized by the Client as an on-call / as needed basis as requested.

Scope of services may include but are not limited to:

- Subsurface Exploration, Assessments and Design
 - Drilling Borings
 - Laboratory testing of representative soil samples
 - Engineering analyses presented in site-specific engineering report
- Geophysical Surveys
 - Seismic refraction
 - Electrical resistivity
 - Ground Penetrating Radar (GPR)
- Geotechnical Construction Consulting
 - Value engineering review
 - Sample testing
 - Laboratory testing for soil modification (Lime/Cement Treated Soils)
- Specialized In-situ (in place) Soil/ Rock Testing
- Reinforced Earth Structures, Slopes, and Retention Design
- Deep Foundation Testing
- Geotechnical Instrumentation
- Geostructural Design
- Construction Materials Testing and Special Inspections

EXHIBIT B – COMPENSATION

Once a task order or request is received by ECS, ECS will provide a site-specific proposal outlining scope of work and budget for approval by Client prior to commencing work. The proposed budget provided by ECS may be outlined as a unit rate fee, lump sum, estimate, or not to exceed budget and will be agreed upon by both parties prior to commencing work.

EXHIBIT C – TERMS AND CONDITIONS

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 Not Used

19.0 Not Used

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 Dickson County, Tennessee. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the State of Tennessee, 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 #2025-70

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH YODERS ROOFING TO REPLACE THE SKYLIGHTS IN THE ROOF OF THE FLEET MAINTENANCE BUILDING

WHEREAS, on Aug 4, 2025, the Dickson City Council approved Resolution #2025-44 awarding a contract to Yoders Roofing for repairs to the Public Works Department's fleet maintenance building on Clifton Park Drive; and

WHEREAS, during the fulfillment of said contract it was determined that the skylights in the roof were deteriorated to the point that replacement is required.

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 Yoders Roofing approved Aug. 4, 2025, to include replacing the skylights in the roof of the fleet maintenance building for an additional fee of one thousand, two hundred dollars (\$1,200) is accepted and approved.

SECTION 2. The Mayor of the City of Dickson, Tennessee, is hereby authorized to sign and execute Change Order No. 1 to said contract and any and all documents necessary to implement the change order attached hereto.

SECTION 3. Payment of one thousand, two hundred dollars (\$1,200) for the services described therein is authorized subject to 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 October, 2025.

ATTEST:

Chris Norman, RECORDER

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



Roman Yoder (931) 220-1728

www.yoders-roofing.com

yodersroofing2012@gmail.com

PROPOSAL & CONTRACT

Proposal valid for 30 days from

09/11/25



In Contract With: JASON PARCHMENT

Attn: _____

Street: 100 CLIFTON PARK DRIVE

City: DICKSON State: TN Zip: _____

Phone Number: 615 973 7636

Fax Number: _____

Email Address: jparchment@cityofdickson.com

Project Name: SKYLIGHT REPLACEMENT

Project Address (If different): _____

City: _____ State: _____ Zip: _____

Approximate Total Square Foot of Project: 10 PCS

Description and/or Notes: _____

Roof Type

1. REPLACE 10 SKYLIGHTS WITH CLEAR PANELS

2.

3.

4.

We propose hereby to furnish material and labor complete with above specifications, for the sum of ONE THOUSAND TWO HUNDRED 100/100 _____ dollars [\$1,200.00 _____]

Payment to be made as follows: 1/3 on signing contract, 1/3 when material is delivered, and balance on completion of job.

Material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this Proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Subject to final acceptance by Contractor:

Signature _____

Date _____

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Sign: _____ Print: _____ Title: _____ Date: _____

Sign: _____ Print: _____ Title: _____ Date: _____

Yoders ROOFING

Roman Yoder (931) 220-1728

www.yoders-roofing.com

yodersroofing2012@gmail.com

PROPOSAL & CONTRACT

Proposal valid for 90 days from

7/25/25



In Contract With: DICKSON FLEET MAINTENANCE BUILDING
Attn: JASON PARCHMENT
Street: 100 CLIFTON PARK DRIVE
City DICKSON State: TN Zip: 37055
Phone Number: 615 446 1721
Fax Number: _____
Email Address: jparchment@cityofdickson.com

Project Name: METAL ROOF RESTORATION
Project Address (If different): _____
City _____ State: _____ Zip: _____
Approximate Total Square Foot of Project: 9,144
Description and/or Notes: _____

Waterproof roof with Metal Roof Restoration System

1. Power wash roof with Rust Off.
2. Prime roof, using Encase Rust Inhibiting Metal Primer.
3. Caulk fastener heads & vents using Kwik Kaulk.
4. Reinforce seams with Spunflex™ fabric in Base Coat and/or Spunflex Butyl Tape.
5. Apply white PUMA® XL Top Coat at approx. 2 gallons per square.

Materials warranted by the Conklin company, labor warranted by Yoders Roofing

- Roof system has 85% reflectivity, and UL-790 Class A fire rating
- Roof is warranted against leaks for a period of 20 years.
- Building owner will supply water and electrical power as needed.

We propose hereby to furnish material and labor complete with above specifications, for the sum of THIRTY SIX THOUSAND SEVEN HUNDRED NINETY TWO 100/100 dollars [\$36,792.00]

Payment to be made as follows: 1/3 on signing contract, 1/3 when material is delivered, and balance on completion of job.

Material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this Proposal. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

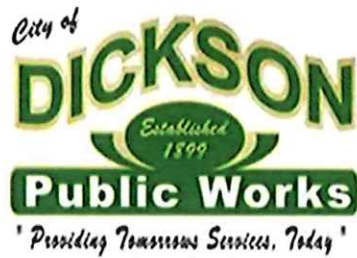
Subject to final acceptance by Contractor:

Signature

Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Sign: [Signature] Print: Don L. Weiss Jr. Title: MAYOR Date: 8/4/25
Sign: _____ Print: _____ Title: _____ Date: _____



On August 4th, 2025, we signed a \$36,792.00 contract with Yoders Roofing for the roof repair of the Fleet Maintenance building. The contract included power washing with Rust Off, priming of the roof with Encase Rust Inhibiting Metal Primer, caulking with Kwik Kaulk, reinforcement of seams with Spunflex, and the application of PUMA XL Top Coat. During the repair, it was noted that the skylights would also need to be replaced, and a change order would be needed for \$1,200.00 to do so.

RESOLUTION #2025-73

A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN A PROJECT ADDENDUM WITH SOUTHERN ARCHITECTURE WORKSHOP LLC TO PROVIDE EVALUATION SERVICES FOR WATER DAMAGE AT THE WAR MEMORIAL BUILDING UNDER A MASTER SERVICES AGREEMENT

WHEREAS, the City of Dickson, Tennessee, intends to repair damage to the War Memorial Building caused by leaks in the roof; and

WHEREAS, through the review process established in city policy, Southern Architecture Workshop LLC has been awarded a Master Services Agreement as the On-Call Architect for the City of Dickson; and

WHEREAS, Southern Architecture Workshop LLC has submitted a Project Addendum under the terms and conditions of the Master Services Agreement to provide evaluation services and damage assessment for the War Memorial Building, a copy attached as an exhibit hereto.

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

SECTION 1. The Project Addendum with Southern Architecture Workshop LLC attached hereto is hereby approved and accepted.

SECTION 2. The Mayor of the City of Dickson is authorized to sign and execute said Project Addendum and all documents and instruments necessary to its implementation.

SECTION 3. Payment for services within the scope of services contained in the Project Addendum is authorized subject to the terms and conditions contained therein.

This resolution shall become effective upon passage, the public welfare requiring it.

Approved and adopted this 6th day of October, 2025.

ATTEST:

Chris Norman, RECORDER

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

Project Addendum to AIA Document B101 – 2017 Standard Form of Agreement Between Owner and Architect

PROJECT ADDENDUM entered into as of October 6, 2025

BETWEEN the Architect's client identified as the Owner:

The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055

and the Architect:

Southern Architecture Workshop, LLC
2020 Fieldstone Parkway, Suite 900-263
Franklin, TN 37069

for the following Project:

War Memorial Building
200 Center Ave
Dickson, TN 37055

Evaluate water damage to the War Memorial building including the following:

- KPFF's scope of work will include the following.
 - o Visit the building and conduct visual observations and assessment of the existing structure.
 - o Document observations with notes and photos to inform a structural assessment report for the building.
 - o Provide the Client with a structural assessment report, including condition photos.
 - o Perform a maximum of 2 site visits to observe the building.
 - o Exclusions: KPFF's scope of work will NOT include the following:
 - Observation or assessment of any structure concealed by finishes not demolished/removed prior to our visit.
 - Analysis or testing of any observed existing condition(s) of the structure.
 - Design and detailing of any required structural repairs associated with damage, degradation, or other structural inadequacy discovered during the conditions assessments.
- SAW's scope of work will include the following
 - o Subcontractor scope review
 - o Visit the building to assess water damage to finishes and structure
 - o Provide the client with a report including photos summarizing existing conditions and recommendations.
 - o Exclusions: SAW's Scope will not include the following:
 - Details, drawings, or other forms of construction documentation.
 - 3D models of the existing building
 - Other scope and services not described herein.
 - Scope and needs to be determined through initial review.

This Project Addendum supplements and incorporates that certain AIA Document B101 – 2017 Standard Form of Agreement Between Owner and the Architect, dated October 6, 2025 (the "Agreement"). All defined terms and section references used herein are as set forth in the Agreement.

ARTICLE 1 INITIAL INFORMATION

§§ 1.1 – 1.1.3 This Agreement is based on the following Initial Information:

Site walk of building on 9.16.2025 with Cooper Morris.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

We anticipate scheduling a site visit within two weeks of receiving an authorization to proceed, with a report delivered two weeks after.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Bret M. Stock, PE
The City of Dickson, Tennessee
600 East Walnut Street
Dickson, TN 37055
Phone: (615) 441-9508
Email: bstock@cityofdickson.com

§ 1.1.9 Consultants and contractors retained by the Owner:

Civil Engineering services to be provided by the Owner.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Neil Parrish, AIA LEED AP BD+C
Southern Architecture Workshop, LLC
2020 Fieldstone Parkway, Suite 900-263
Franklin, TN 37069
Phone: (615) 830-5600
Email: neil@sawarchitect.com

§ 1.1.11 Consultants retained by the Architect:

Structural Engineer:

KPFF Engineers
4101 Charlotte Avenue, Suite E 210
Nashville, TN 37209
Phone: (615) 451-8725
Email: nick.deblasis@kpff.com

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 In addition to those described in the Agreement, the Architect's Basic Services include the following:

N/A

§ 4.2.2 Intentionally omitted.

§ 4.2.4 If the services covered by this Agreement have not been completed within eight (8) months of the date of the Project Addendum, through no fault of the Architect or any of the Architect Parties, any extension of the Architect's services beyond that time, which results in an increase in costs to the Architect, shall be compensated as Additional Services, subject to Section 4.2.1.

§ 8.1.3 The limitation of liability for this Project, as described in Section 8.1.3 of the Agreement, shall be the greater of the Architect's Fee or the proceeds of the available professional liability insurance coverage required of the Architect under Section 2.5.6 of the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Articles 1, 2, 3 and elsewhere in the Agreement as Basic Services, the Owner shall compensate the Architect as follows:

Stipulated Sum: Ten Thousand Five Hundred and 00/100 Dollars (\$10,500.00)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	zero percent	(100)%
Design Development Phase	fifty percent	(0)%
Construction Documents Phase	fifty percent	(0)%
Procurement Phase	zero percent	(0)%
Construction Phase	zero percent	(0)%
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

§ 11.7 To the extent they become applicable, the hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates may be adjusted no more than once annually in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Structural Engineer's Hourly rate schedule attached hereto as Exhibit A and Architect's 2025 Hourly Rate Schedule attached as Exhibit B.

§ 11.8.2 The total compensation paid by the Owner for Reimbursable Expenses shall not exceed Two Hundred Fifty 00/100 Dollars (\$250.00) in the aggregate for the Project, without the Owner's prior written consent.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.2.4 Other documents forming a part of the Agreement are as follows:

Exhibit A: Structural Engineers 2025 Hourly Rate Schedule
Exhibit B: Architect's 2025 Hourly Rate Schedule

This Project Addendum entered into as of the day and year first written above.

OWNER

(Signature)

The City of Dickson, Tennessee

By: Don L. Weiss, Jr., O.D.

Its: Mayor

(Printed name and title)

ARCHITECT

(Signature)

Southern Architecture Workshop, LLC

By: Neil Parrish, AIA

Its: Owner

(Printed name and title)