

RESOLUTION NO. 32829

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF ECONOMIC DEVELOPMENT TO ENTER INTO A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE, IN SUBSTANTIALLY THE FORM ATTACHED, TO USE A PORTION ALONG INTERSTATE 24 AT MILE MARKER 13.71 TO MILE MARKER 14.31 FOR THE CONTINUED MAINTENANCE OF THE BRAINERD LEVEE AND FLOODWALL, FOR A TERM OF TEN (10) YEARS AT NO COST TO THE CITY.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Administrator of Economic Development to enter into a License Agreement with the State of Tennessee, in substantially the form attached, to use a portion along Interstate 24 at mile marker 13.71 to mile marker 14.31 for the continued maintenance of the Brainerd levee and floodwall, for a term of ten (10) years at no cost to the City.

ADOPTED: March 24, 2026

/mem

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 2
7512 Volkswagen Drive
Chattanooga, TN 37416
(Local Government)

Federal Project No.: I-75-1(5)1
Tract No.: Multiple
Hamilton County
Request No.: 6612

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____ day of _____, 20__ by and between the **STATE OF TENNESSEE**, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the **CITY OF CHATTANOOGA, TENNESSEE** (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to maintain the Brainerd Levee and floodwall along Interstate 24 at mile marker 13.71 to mile marker 14.31 in Hamilton County, Tennessee, being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to maintain the Brainerd Levee and floodwall along Interstate 24 at mile marker 13.71 to mile marker 14.31 in Hamilton County, Tennessee (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 10 year, renewable license which shall begin on _____, 20__ and shall end on _____, 20__.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

7. **IMPROVEMENTS:**

A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.

B. If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the State, as set forth in Attachment "A" hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 CFR Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter the Licensed Premises upon the State's request for the purpose of conducting an inspection of any improvement made pursuant to this Licensed Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the State's inspection. Any repair(s) made by Licensee are subject to approval by the State.

8. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

9. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.

10. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge

Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
12. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
13. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
14. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
15. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

16. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (36 CFR Part 1190; published in the Federal Register, August 8, 2023).
17. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
18. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).
19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
20. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
21. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

City of Chattanooga, Tennessee
1250 Market Street
Chattanooga, Tennessee 37402

TO THE STATE:

State of Tennessee
Department of Transportation
Attention: Brian Dickerson
WRS Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

CITY OF CHATTANOOGA, TENNESSEE

BY: _____

DATE: _____

TITLE: _____

APPROVED AS TO FORM
AND LEGALITY:

Attorney for Licensee

DATE: _____

STATE OF TENNESSEE

Will Reid, Commissioner
Tennessee Department of Transportation

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

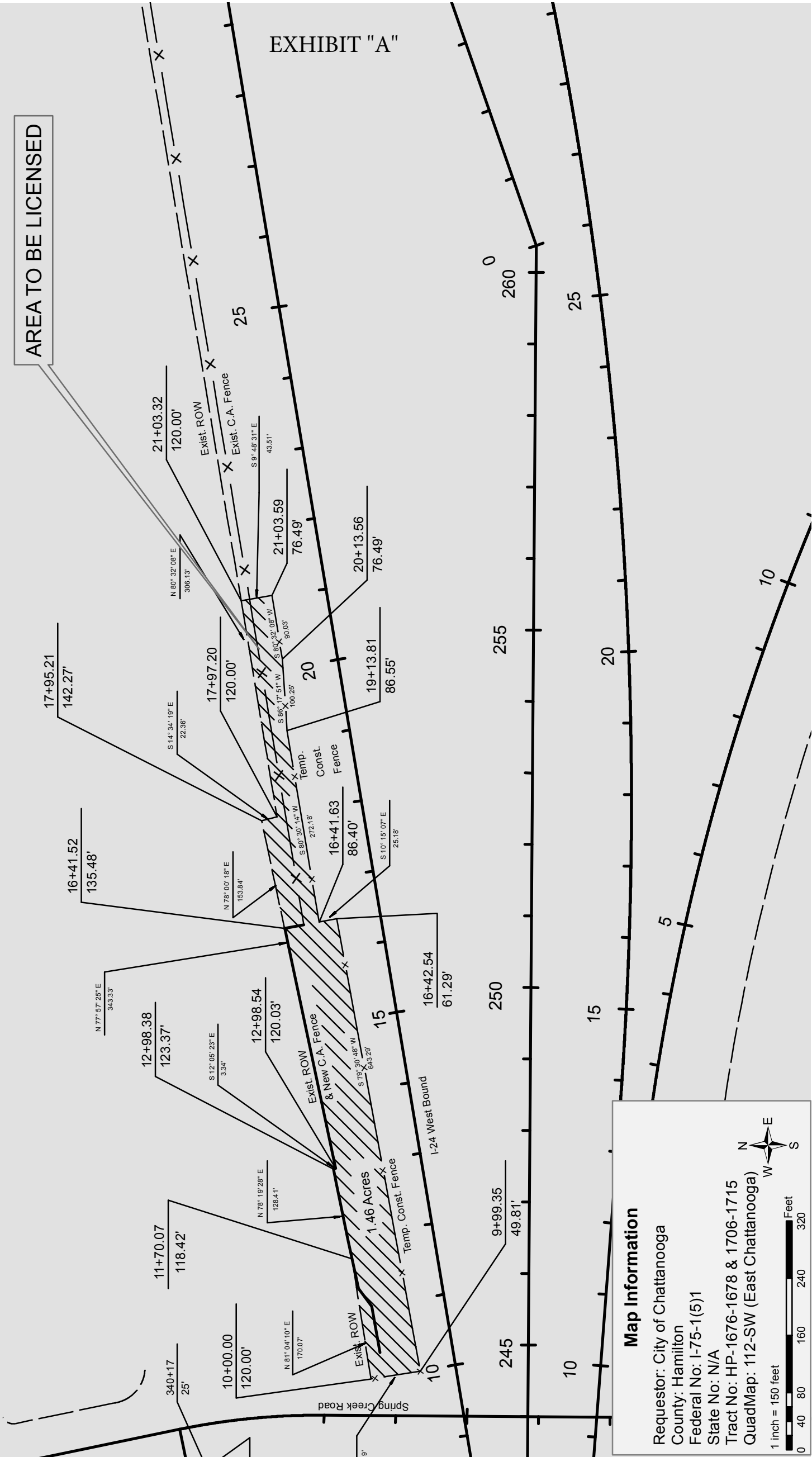
Leslie South, General Counsel
Tennessee Department of Transportation

DATE: _____

City of Chattanooga - License Agreement - I-24

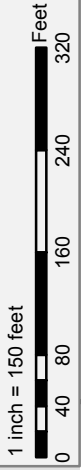
AREA TO BE LICENSED

EXHIBIT "A"

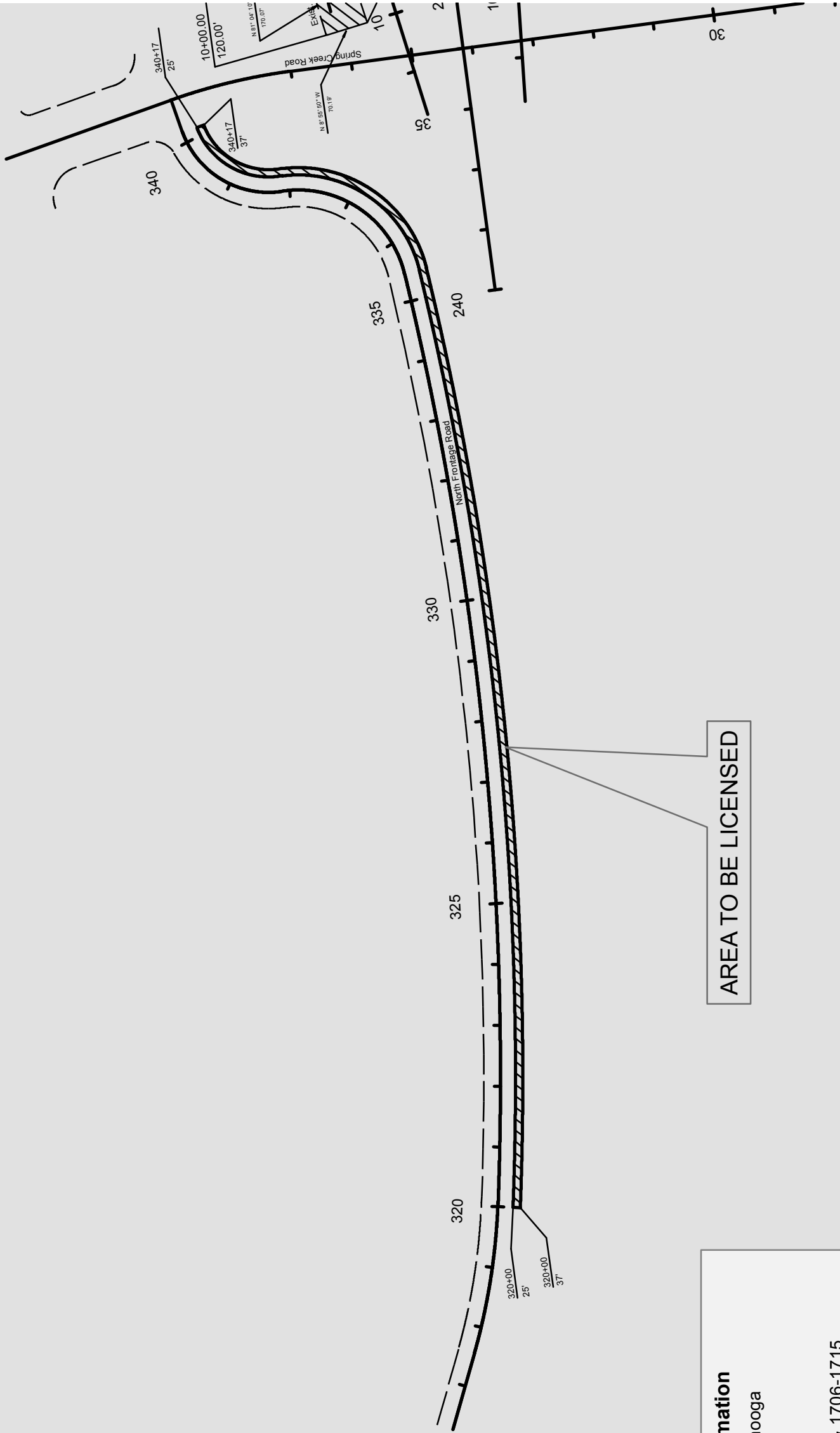


Map Information

Requestor: City of Chattanooga
County: Hamilton
Federal No: I-75-1(5)1
State No: N/A
Tract No: HP-1676-1678 & 1706-1715
QuadMap: 112-SW (East Chattanooga)



City of Chattanooga - License Agreement - I-24



AREA TO BE LICENSED

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QuadMap: 112-SW (East Chattanooga)

1 inch = 200 feet

City of Chattanooga - License Agreement - I-24

FED. ROAD DIST. NO.	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
1	74-3(7)123	1954	7	8

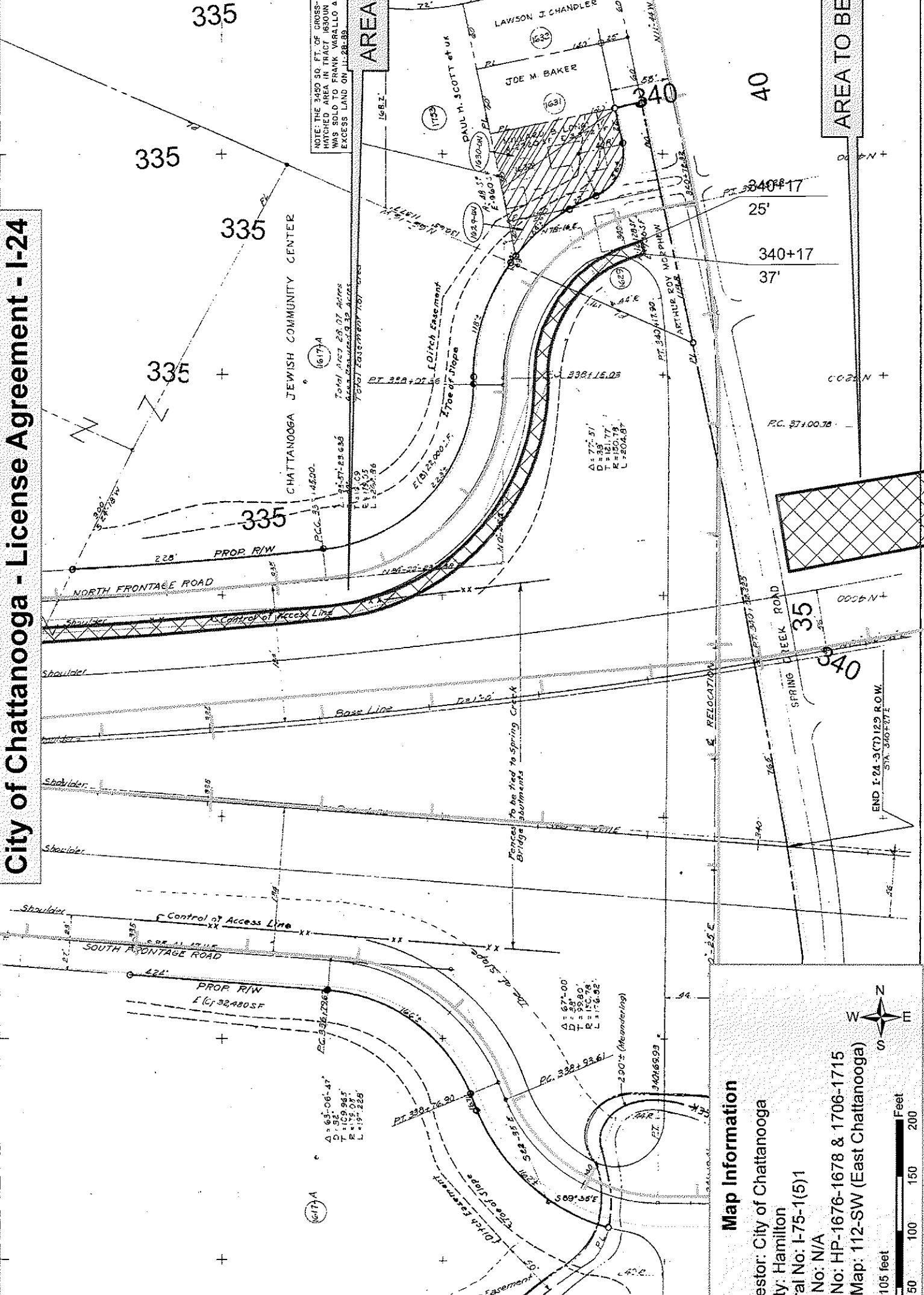
REV. 9-25-56 CITY LIMITS ADDED & ROW. NO. CHANGED FROM 7-24-3(7)123 ROW. TO 7-24-3(7)123 ROW.
 REV. 9-23-57 ADDED TRACT NOS. 1628, 1629 AND 1630-UN, SEE SHEET 4 FOR AREAS.

REV. 3-6-90 NOTED TRACT NO. 1630-UN AS SOLD.

335 + + E 43.420

NOTE: THE 3450 SQ. FT. OF CROSS-HATCHED AREA IN TRACT 1630UN WAS SOLD TO FRANK VARRALLO 45 EXCESS LAND ON 11-28-83

AREA TO BE LICENSED



AREA TO BE LICENSED

Map Information

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 County: Hamilton
 Federal No: I-75-1(5)1
 State No: N/A
 Tract No: HP-1676-1678 & 1706-1715
 QuadMap: 112-SW (East Chattanooga)

1 inch = 105 feet

0 25 50 100 150 200 Feet

PLAN 112-SW

City of Chattanooga - License Agreement - I-24

PROJECT NO.	17-24-17120	DATE	1988	6	18
PROJECT NAME	I-24				
PROJECT LOCATION	CHATTANOOGA				
PROJECT DESCRIPTION	CONSTRUCTION OF I-24				

REV. D-23-56 PROJ. NO. CHANGED
 FROM: I-24-803120 P.O.W.
 TO: I-24-5 (7) 175 P.O.W.
 REVISED TO: ADDED PARCEL LOTS ON
 TRACT 1005, 1021 TO 1022.

DAWSON KING, et ux MARTHA HOWELL
 (1617)

AREA TO BE LICENSED

CHATTANOOGA JEWISH COMMUNITY CENTER
 (1617-A)

(162) GUS TALIAFERRO

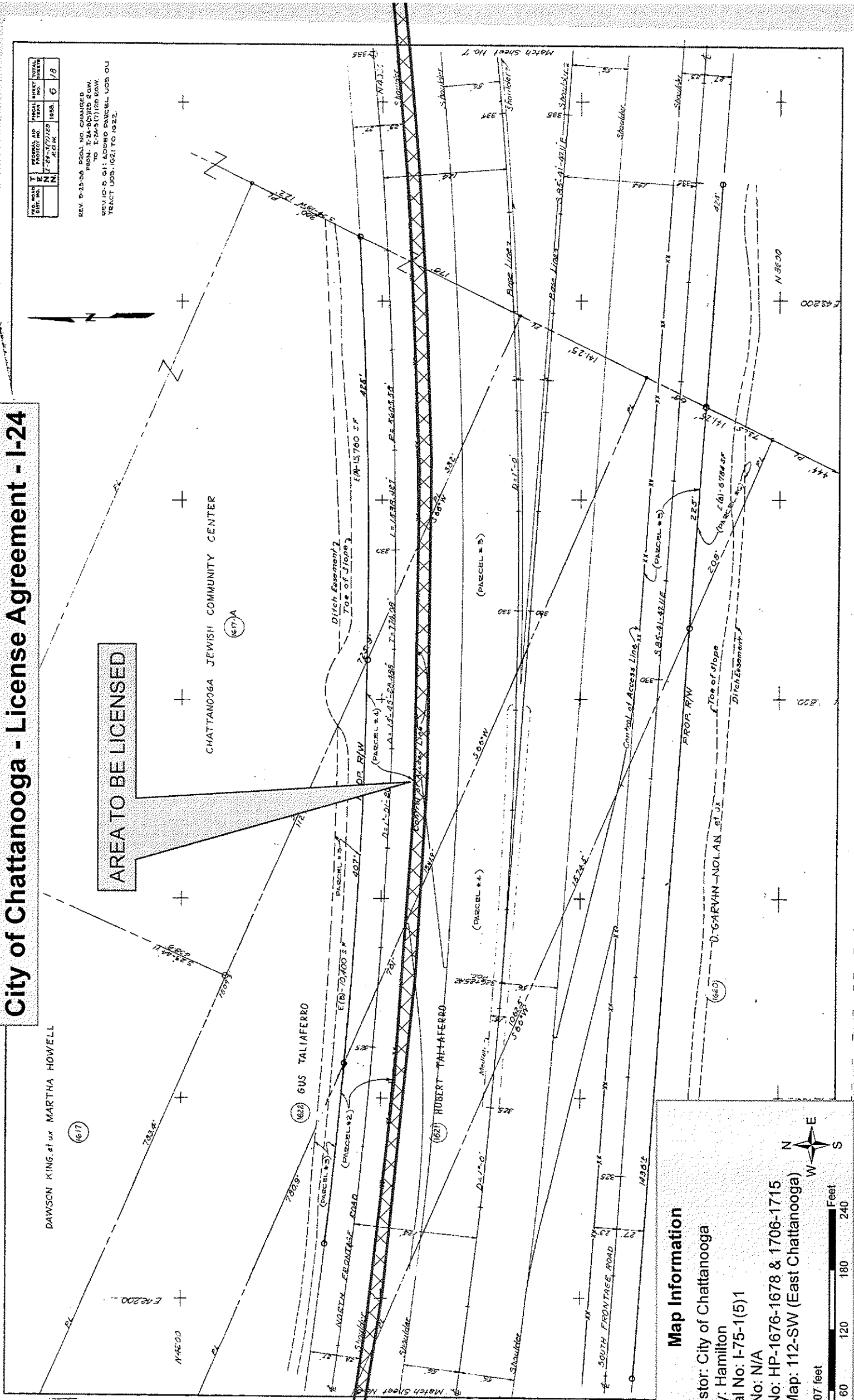
(162) HUBERT TALIAFERRO

Map Information

Requestor: City of Chattanooga
 County: Hamilton
 Federal No: I-75-1(5)1
 State No: N/A
 Tract No: HP-1676-1678 & 1706-1715
 QuadMap: 112-SW (East Chattanooga)

1 inch = 107 feet

17-24-17120
 17-24-17120
 17-24-17120



City of Chattanooga - License Agreement - I-24

REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00
REV. 10-1-81	CHANGED DITCH WIDTH	15.00	15.00	15.00	15.00

REV. 9-23-87: ADDED TRACT
 A05, 1689-UN, 1691-UN, 1690-UN,
 1692-UN, AND 1611-UN. SEE
 SHEET 4 FOR AGENTS.

REV. 9-23-88: CITY LIMITS ADDED.
 PROJ. NO. CHANGED FROM 129-3-20123-03W
 TO 129-3-20123-03W

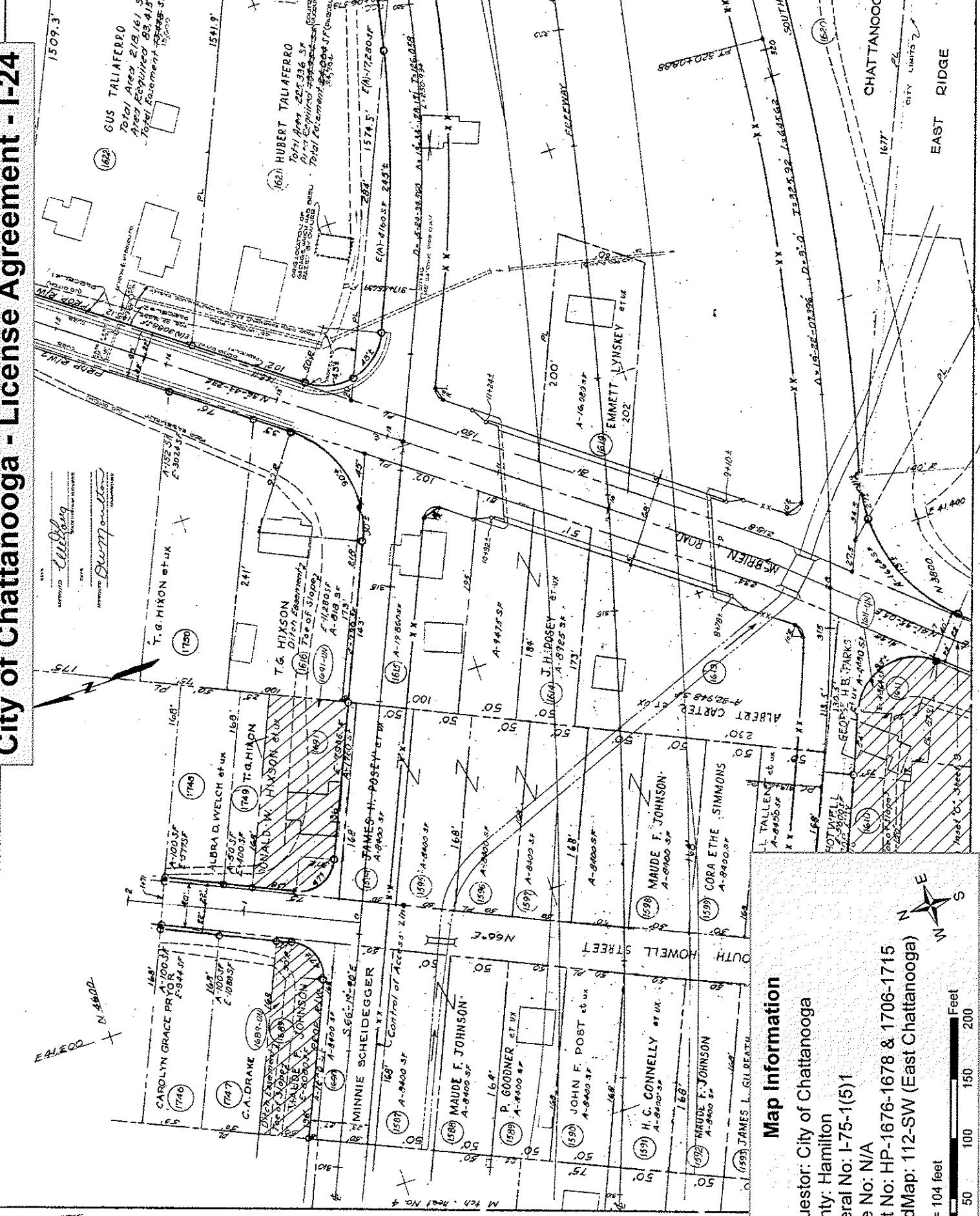
REVISED 3-15-81 CORRECTED OWNERS
 ON TRACT NO. 1687

AREA TO BE LICENSED

GUS TALIAFERO
 Total Area 218,161 SF
 Area Required 83,415 SF
 Total Easement 134,746 SF

HUBERT TALIAFERO
 Total Area 221,336 SF
 Area Required 83,415 SF
 Total Easement 137,921 SF

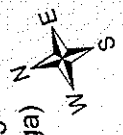
D. GARVIN NOLAN, et ux
 Total Area 703,422 SF
 Area Required 530,661 SF
 Total Easement 172,761 SF



Map Information

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 State No: N/A
 Tract No: HP-1676-1678 & 1706-1715
 QuadMap: 112-SW (East Chattanooga)

1 inch = 104 feet



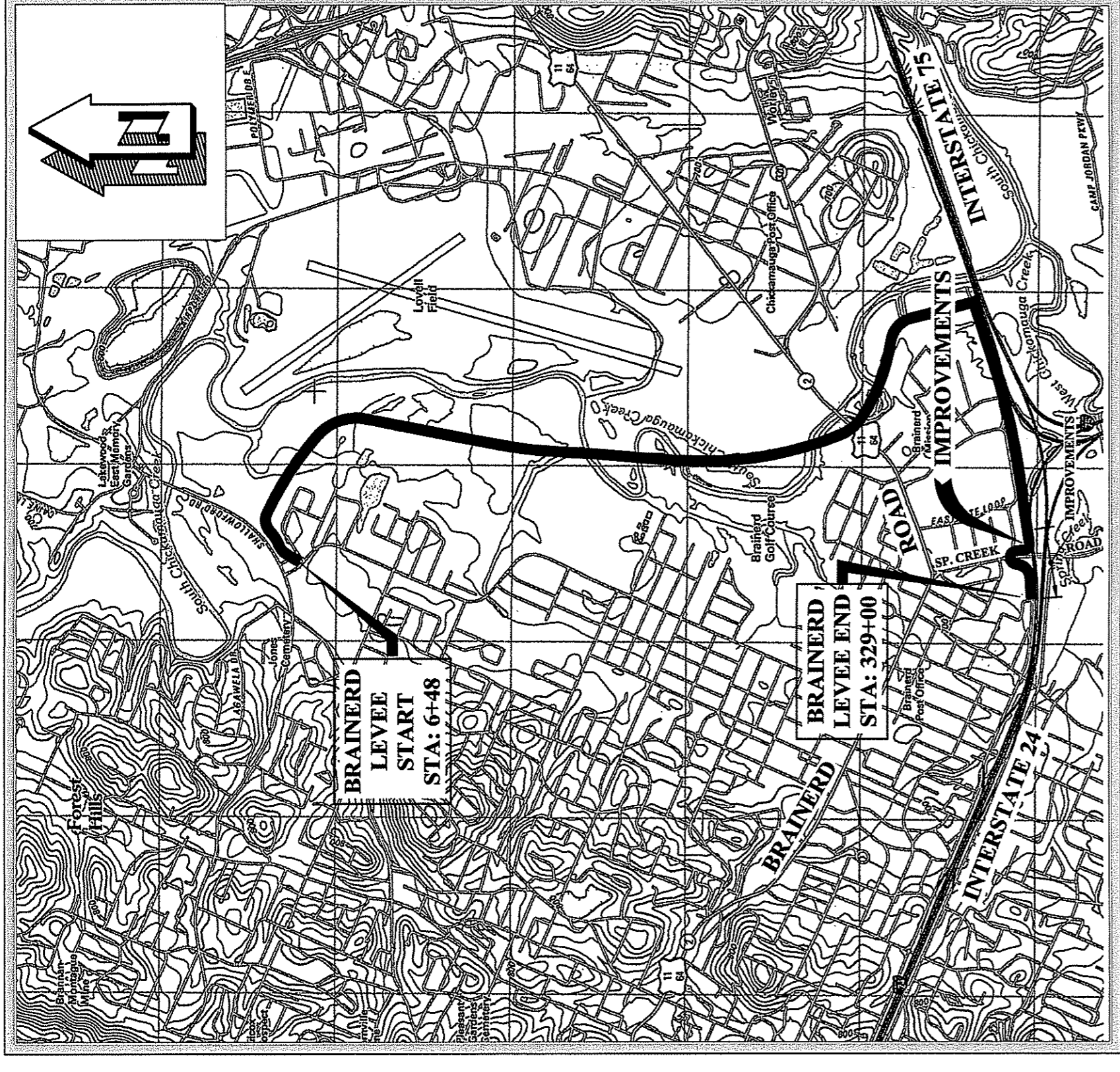
CITY OF CHATTANOOGA, TENNESSEE

CONTRACT #S-10-008-201

BRAINERD LEVEE IMPROVEMENTS

DRAWING INDEX

<u>TITLE</u>	<u>DRAWING NO.</u>
COVER	1
GENERAL NOTES	2
GENERAL PLAN	3
PLAN-EMBANKMENT	4
PLAN-FLOODWALL	5
SECTIONS	6
EMBANKMENT SECTIONS	7
MISCELLANEOUS DETAILS	8
SWPPP SITE OVERVIEW PLAN	9
SWPPP EROSION CONTROL PLAN-PHASE I	10
SWPPP EROSION CONTROL PLAN-PHASE II	11
SWPPP EROSION CONTROL DETAILS	12
SWPPP EROSION CONTROL DETAILS	13
TRAFFIC CONTROL PLAN	14
HIGH VISIBILITY FENCE (TDOT)	S-F-1
STANDARD RIGHT-OF-WAY CHAIN LINK FENCE (TDOT)	S-F-10B
STANDARD STOCK FENCE GATE (TDOT)	S-GF-11
ENHANCED SILT FENCE (TDOT)	EC-STR-3D



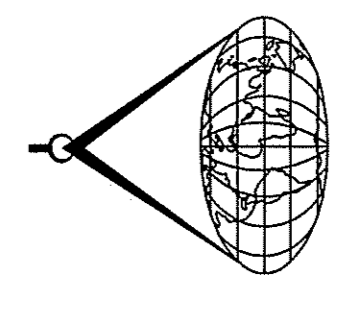
LOCATION MAP
NOT TO SCALE

MAYOR
ANDY BERKE

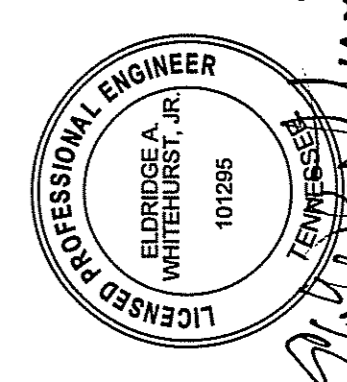
CITY COUNCIL

- DISTRICT 1 - CHIP HENDERSON, CHAIRPERSON
- DISTRICT 2 - JERRY MITCHELL
- DISTRICT 3 - KEN SMITH
- DISTRICT 4 - LARRY GROHN
- DISTRICT 5 - RUSSELL GILBERT
- DISTRICT 6 - CAROL BERZ, VICE-CHAIRPERSON
- DISTRICT 7 - CHRIS ANDERSON
- DISTRICT 8 - MOSES FREEMAN
- DISTRICT 9 - YUSUF HAKEEM

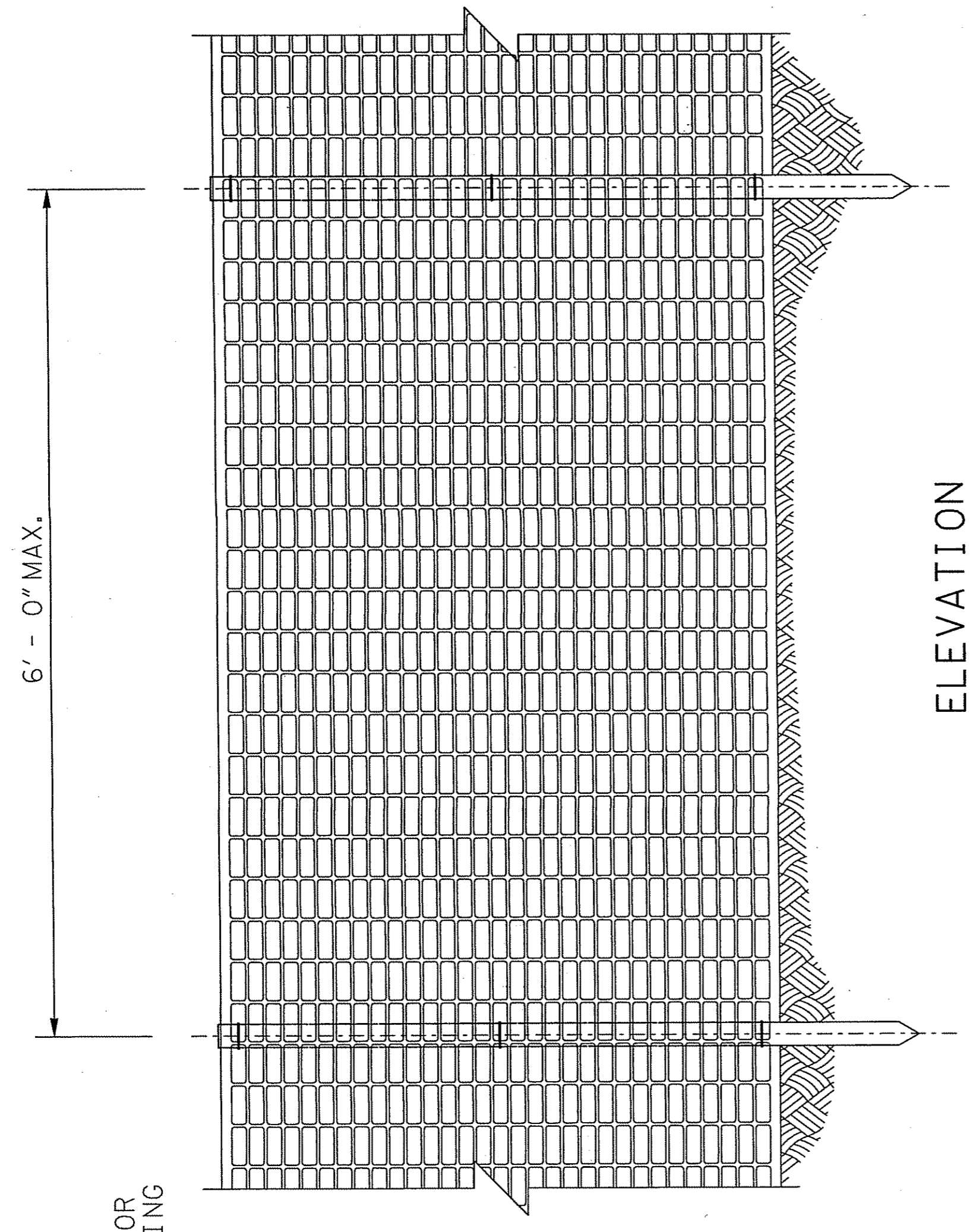
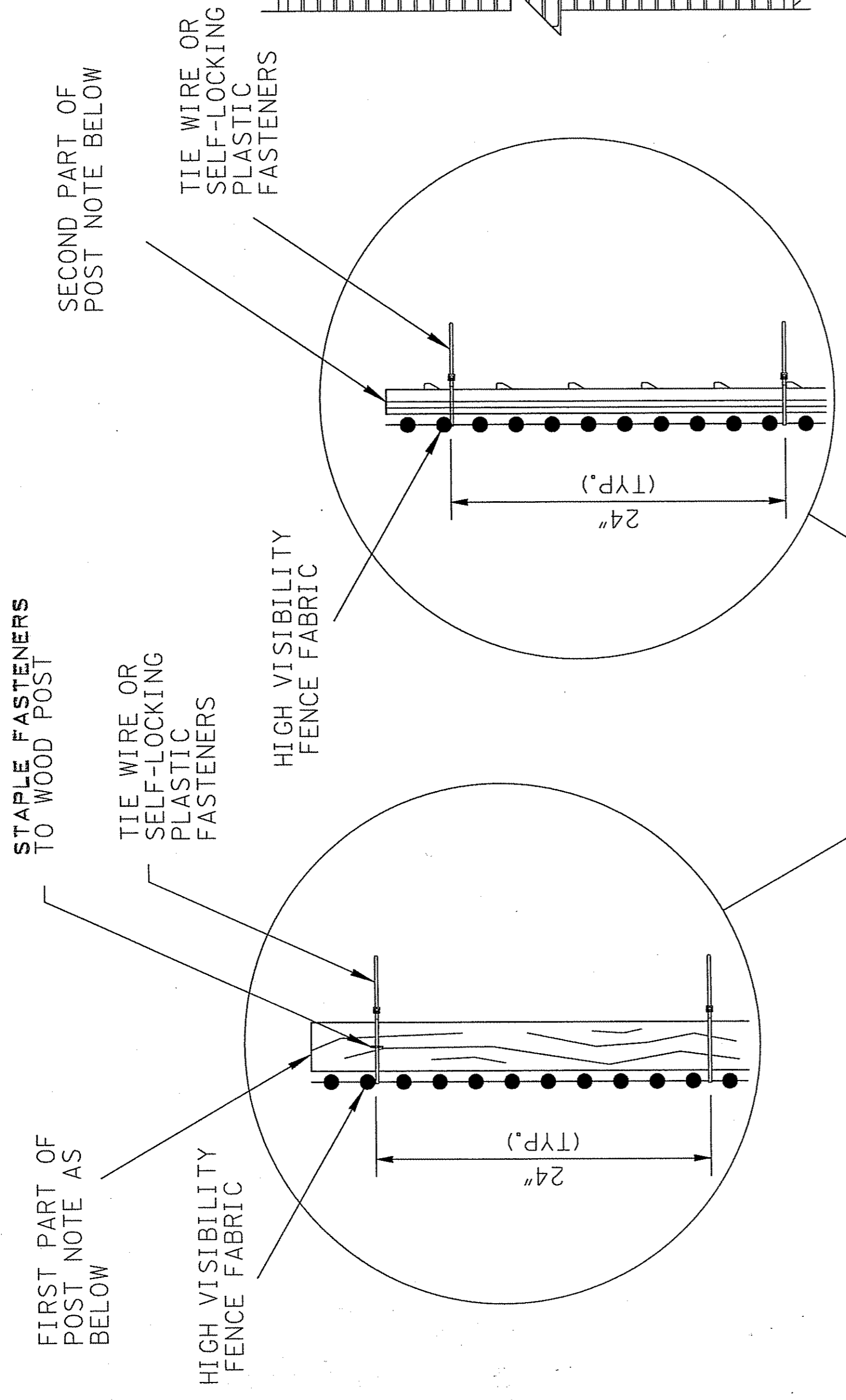
DEPARTMENT OF PUBLIC WORKS
DONALD L. NORRIS, ADMINISTRATOR



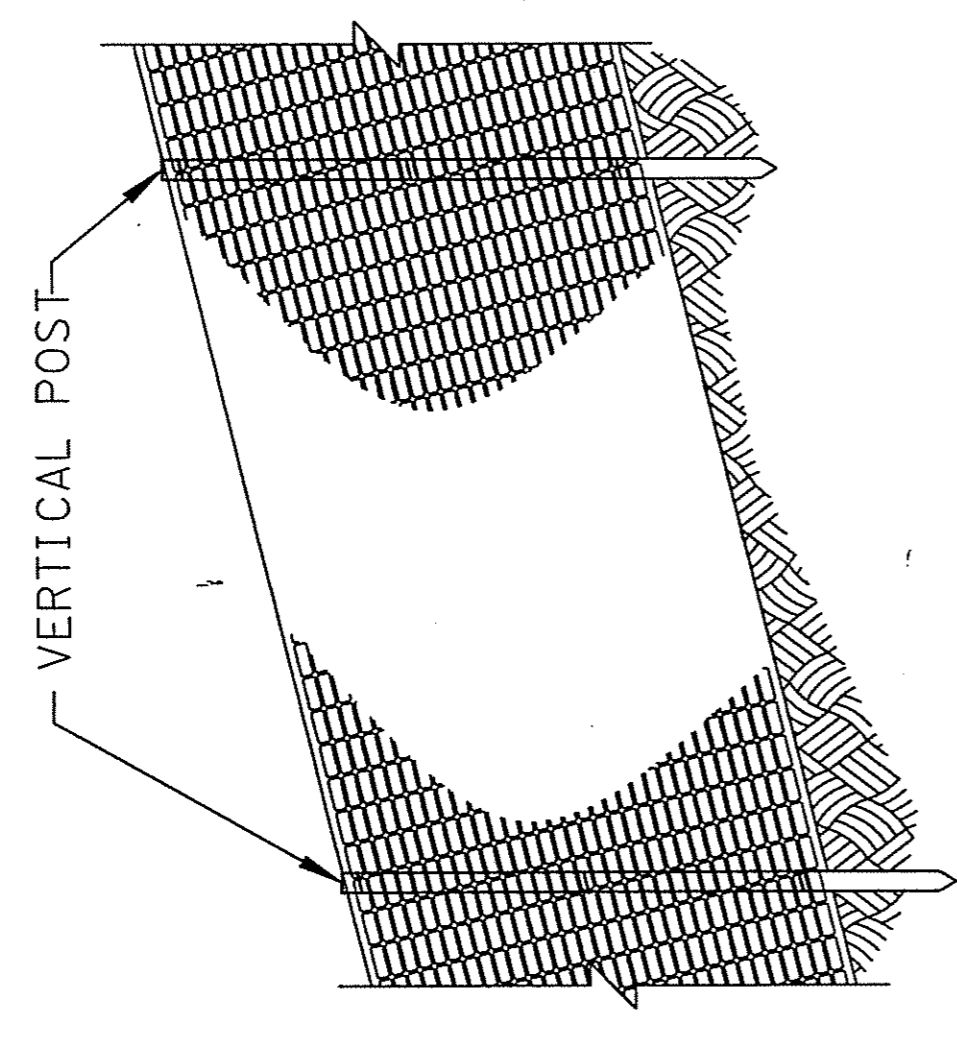
Cranston Engineering Group, P.C.
ENGINEERS - PLANNERS - SURVEYORS
452 ELLIS STREET, AUGUSTA, GEORGIA 30901
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903
TELEPHONE 706-722-1588
FACSIMILE 706-722-8879
mail@cranstonengineering.com



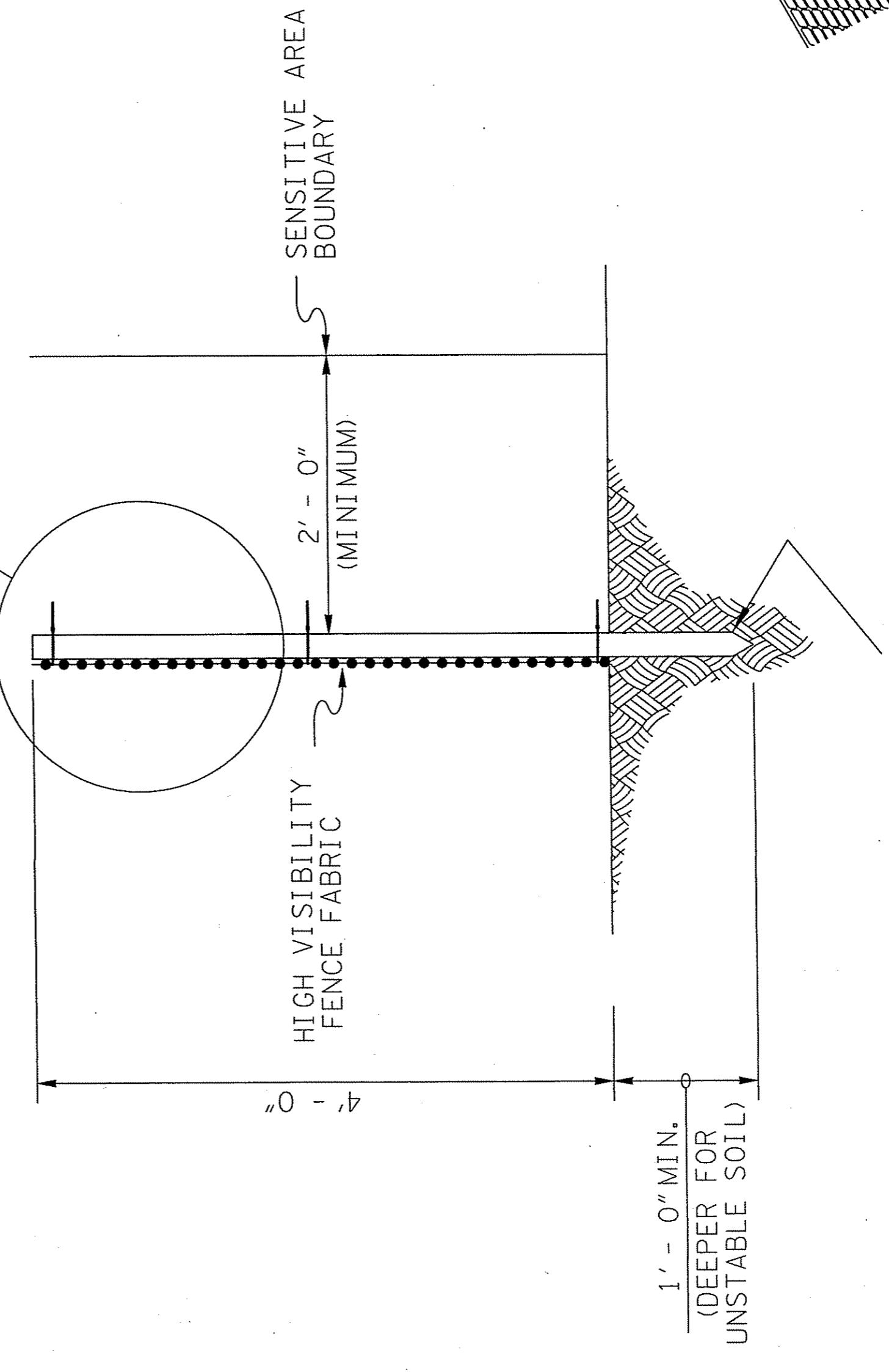
George A. Whitener, Jr.
5/5/14
DATE: MAY. 5, 2014



ELEVATION
FENCE ON SLOPE

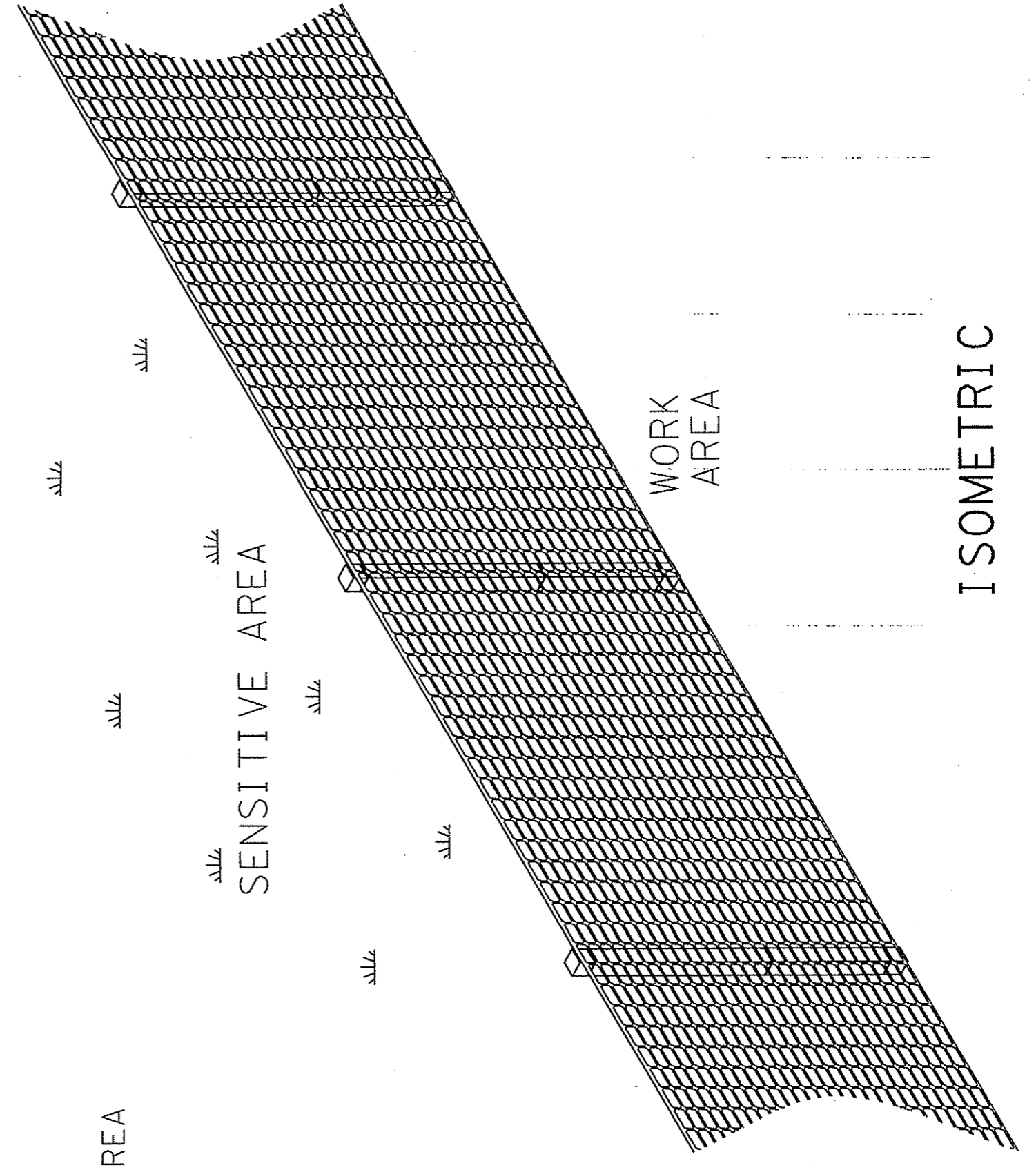


ELEVATION



MIN. 2.25" (NOMINAL) X 2.25" (NOMINAL) - (1.75" ACTUAL X 1.75" ACTUAL)
 (3.06 SQ. IN. O HARDWOOD POST (OAK OR HICKORY) OR MIN. 1.25 LB./FT.
 STEEL POST (STD "T" OR "U" SECTION) LENGTH 60"

TYPICAL SECTION



ISOMETRIC

GENERAL NOTES

- Ⓐ HIGH VISIBILITY FENCE IS INTENDED TO BE PLACED TO PREVENT DISTURBANCE OF SENSITIVE AREAS, THEIR BUFFERS, AND OTHER AREAS REQUIRED TO BE LEFT UNDISTURBED DURING CONSTRUCTION. IT MAY ALSO BE USED TO MARK APPROVED CLEARING LIMITS AND TO CONTROL VEHICLE ACCESS TO AND ON THE PROJECT SITE.
- Ⓑ HIGH VISIBILITY FENCE FABRIC SHALL BE MACHINED PRODUCED ORANGE COLORED MESH MANUFACTURED FROM POLYPROPYLENE OR POLYETHYLENE. IT SHALL BE FULLY STABILIZED ULTRAVIOLET RESISTANT.
- Ⓒ HIGH VISIBILITY FENCE FABRIC MAY BE MADE FROM RECYCLED MATERIALS. MATERIALS SHALL NOT CONTAIN BIODEGRADABLE FILLER MATERIALS THAT CAN DEGRADE THE PHYSICAL OR CHEMICAL CHARACTERISTICS OF THE FINISHED FABRIC.
- Ⓓ HIGH VISIBILITY FENCE FABRIC SHALL HAVE A MINIMUM 4 FOOT WIDTH AND SHALL BE FURNISHED IN ONE CONTINUOUS WIDTH AND SHALL NOT BE SPLICED TO CONFORM TO THE SPECIFIED WIDTH DIMENSION.
- Ⓔ STEEL POST SHALL BE ROLLED FROM HIGH CARBON STEEL AND SHALL HAVE A MINIMUM WEIGHT OF 1.25 LB./FT. POST SHALL BE HOT-DIPPED GALVANIZED OR PAINT. STEEL POST MAY BE EQUIPPED WITH AN ANCHOR PLATE HAVING A MINIMUM AREA OF 14 SQUARE INCHES. IF POSTS ANCHOR PLATES USED THEY SHALL CONFORM TO THE REQUIREMENTS OF ASTM A702.
- Ⓕ HIGH VISIBILITY FENCE FABRIC SHALL BE FASTENED TO THE POST USING TIE WIRE OR SELF-LOCKING PLASTIC FASTENERS WITH A MAXIMUM FASTENERS SPACING OF 2 FEET. WHEN WOOD POSTS ARE USED THE FASTENERS SHALL BE STAPLED TO THE POST.
- Ⓖ HIGH VISIBILITY FENCE THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AT THE CONSTRUCTORS EXPENSE ON THE SAME DAY THE DAMAGE OCCURS.
- Ⓗ HIGH VISIBILITY FENCE SHALL BE PAID FOR UNDER THE FOLLOWING ITEM NUMBER:
 707-08.11 HIGH VISIBILITY CONSTRUCTION FENCE, PER LF
 PAYMENT SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION MAINTENANCE, AND REMOVAL OF HIGH VISIBILITY FENCE.

REV. 2-25-77: DELETED NOTE REGARDING GRADING AND GRUBBING, LAGGING, BRACING AND GRUBBING, LAGGING, DELETED "2" BATTER AND ADDED "CROWN" FOR TOP OF CONC. FOOTING, ADDED TENSION WIRE AT BOTTOM OF FENCE.

REV. 7-17-81: CHANGE ITEM NO. TO AGREE WITH NEW SPECIFICATION BOOK.

REV. 1-19-99: CHANGED VARIOUS SPECIFICATIONS AND GENERAL NOTES.

REV. 6-30-00: MOVED TOP HORIZONTAL BRACE PIECE TO A POINT 6" BELOW TOP OF CHAIN LINK FABRIC.

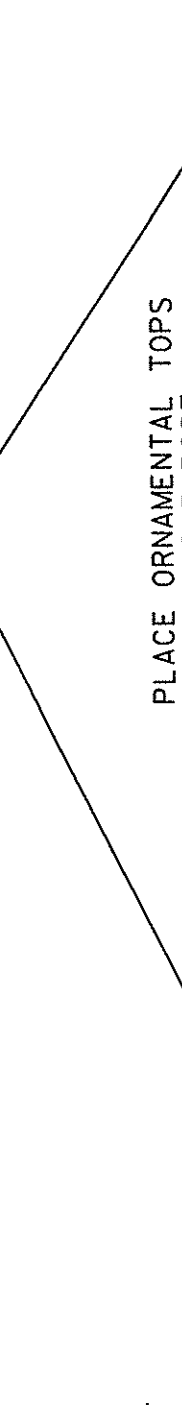
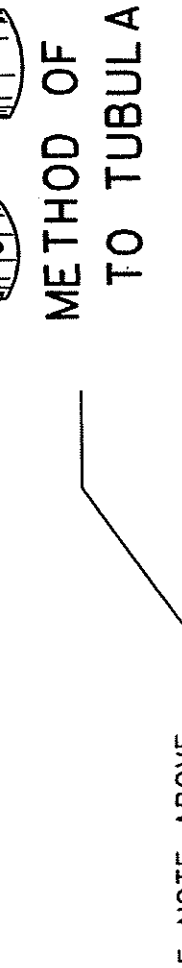
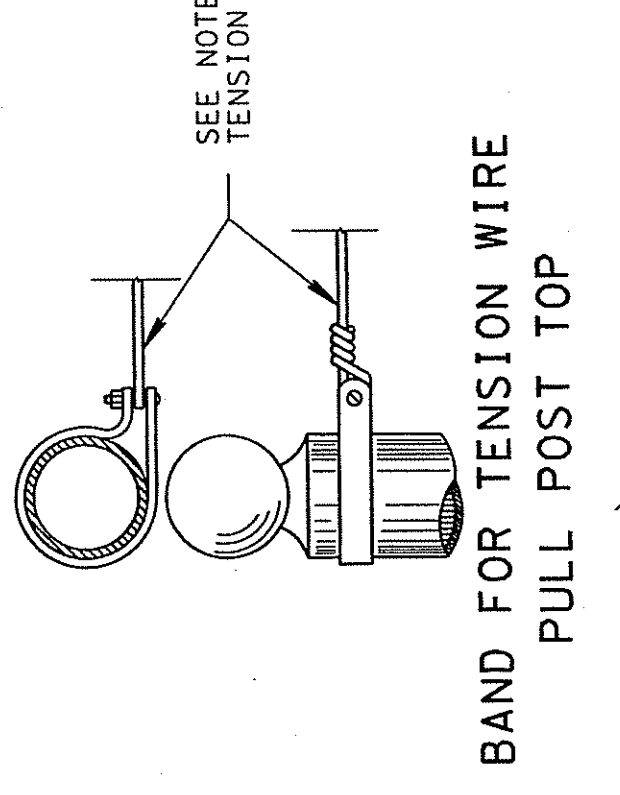
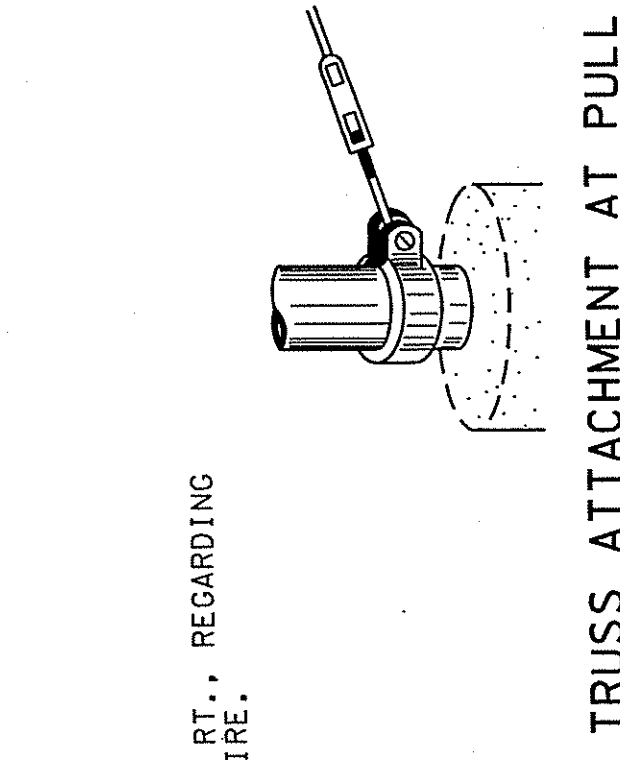
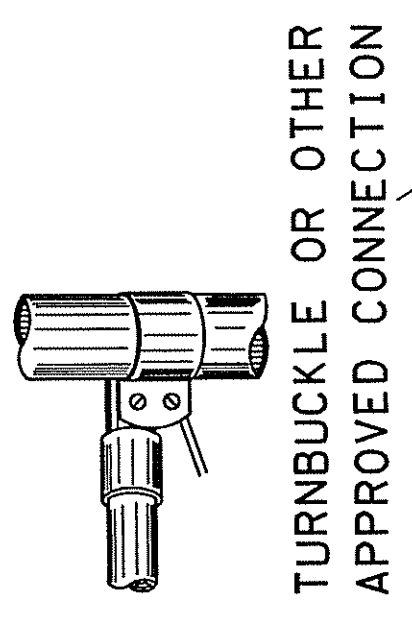
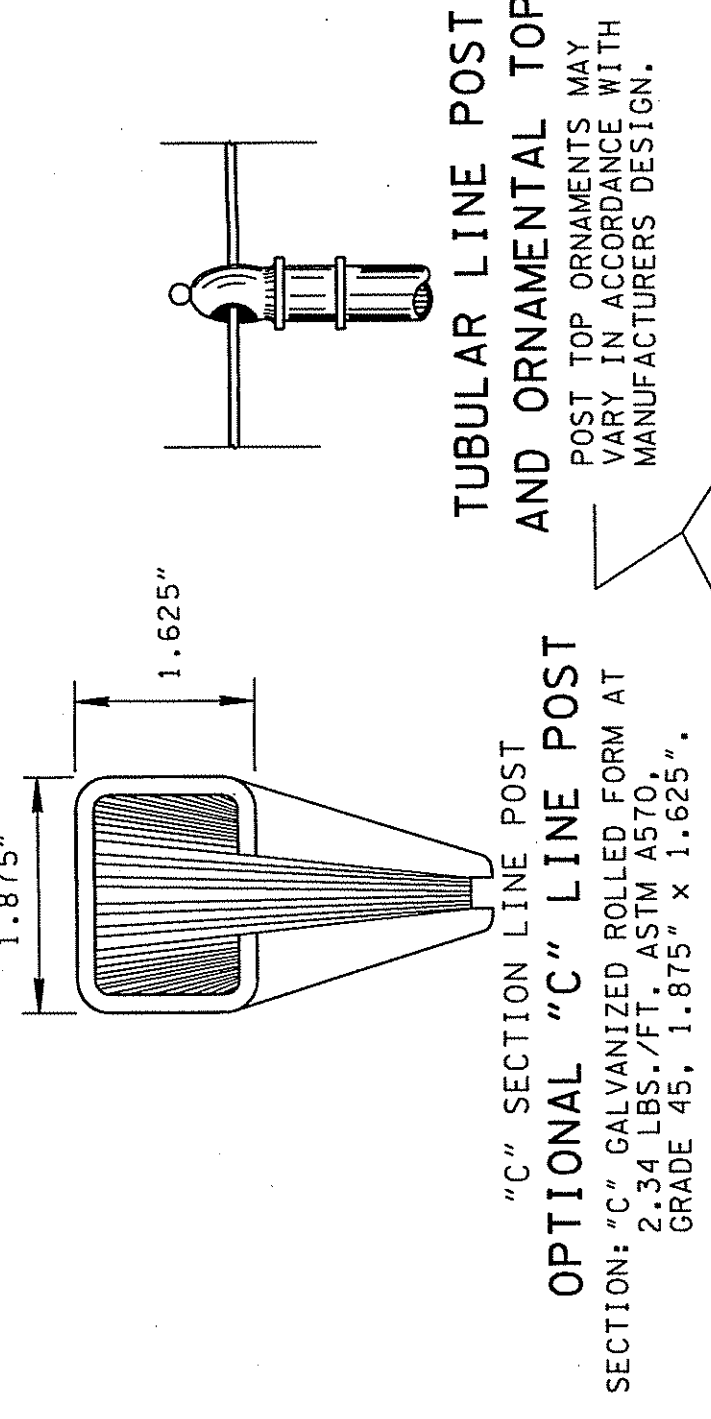
REV. 5-27-01: CHANGED PAY ITEMS IN GENERAL NOTE (C).

REV. 5-14-10: ADDED GATE ITEM NUMBERS.

TENSION WIRE NOTES

1 THE TENSION WIRE SHALL BE 0.177 INCH COILED SPRING WIRE, TENSION FABRIC AND THE LINE AND BRACE POSTS SHALL BE IDENTICAL TO THE RESPECTIVE WIRE FABRIC BEING USED.

2 TENSION WIRE AT CORNER AND BRACE POSTS SHALL BE TIGHTENED TO NEAR OPTIMUM STRENGTH OF THE COMPONENTS PRIOR TO APPLYING TENSION TO THE WIRE AND THE FENCE.



GENERAL NOTES

(A) FENCE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 707 OF STANDARD SPECIFICATIONS.

(B) MATERIALS SPECIFICATIONS SHALL COMPLY WITH SECTION 909, AND ALL REVISIONS THERE TO.

(C) CONCRETE FOR BRACE, CORNER AND GATE POSTS SHALL BE CLASS "C" CONCRETE WITH A MINIMUM STRENGTH OF 4000 PSI. THE STANDARD SPECIFICATION AND OF SIZE AND DIMENSION AS SHOWN.

(D) CLEARING AND GRUBBING PRIOR TO SETTING FENCE SHALL BE DONE IN ACCORDANCE WITH SPECIFICATIONS SECTION 707.

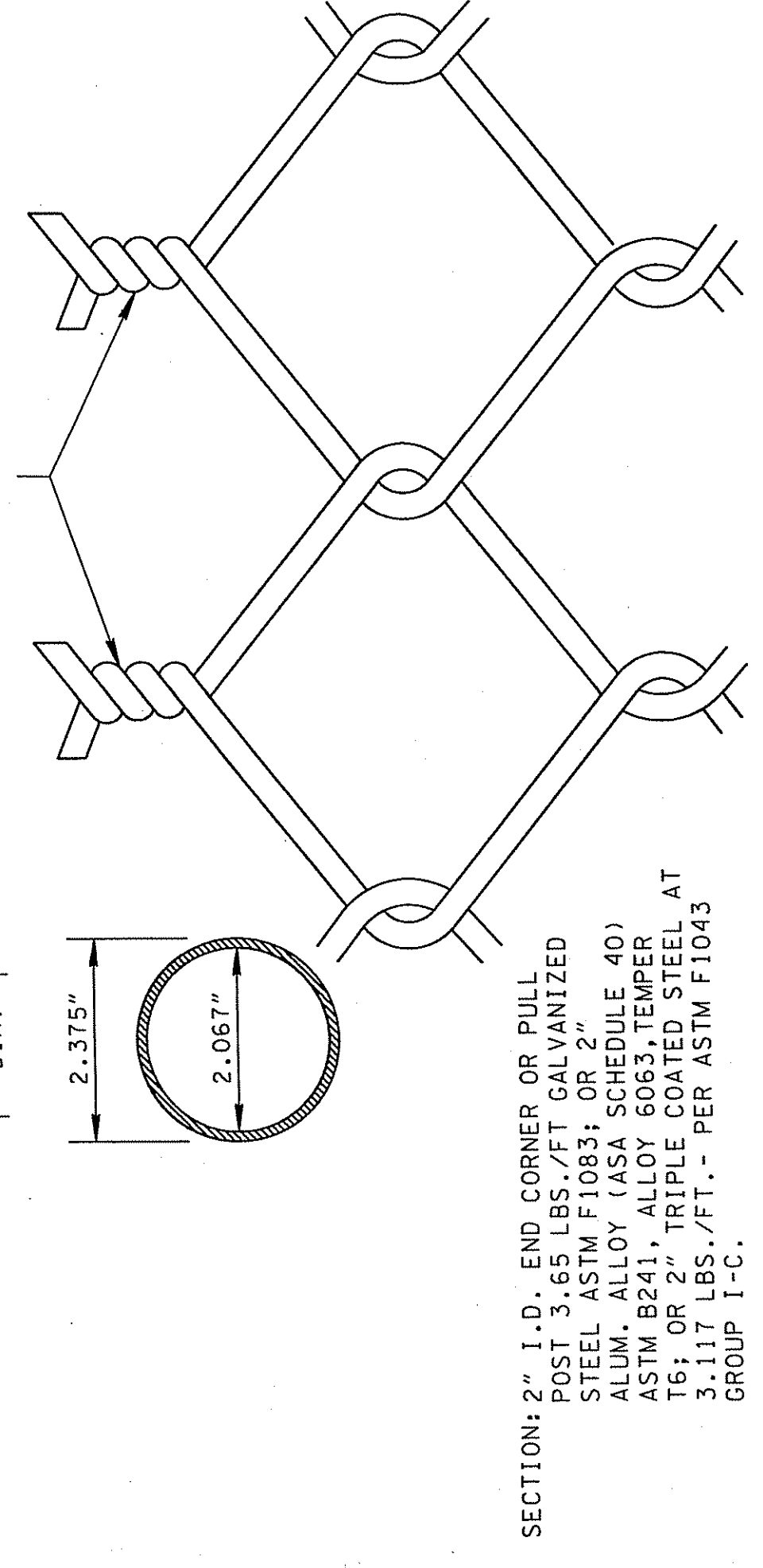
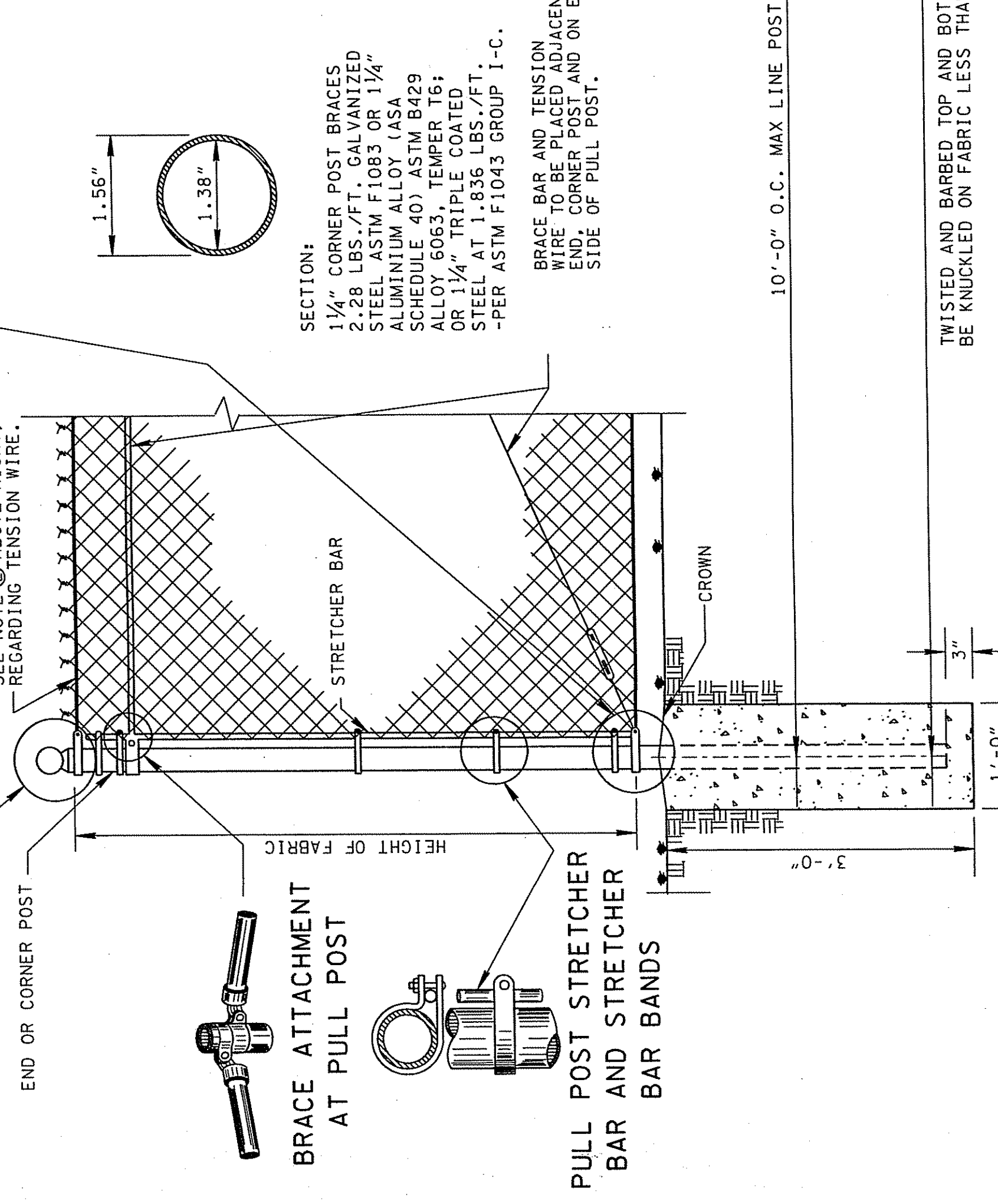
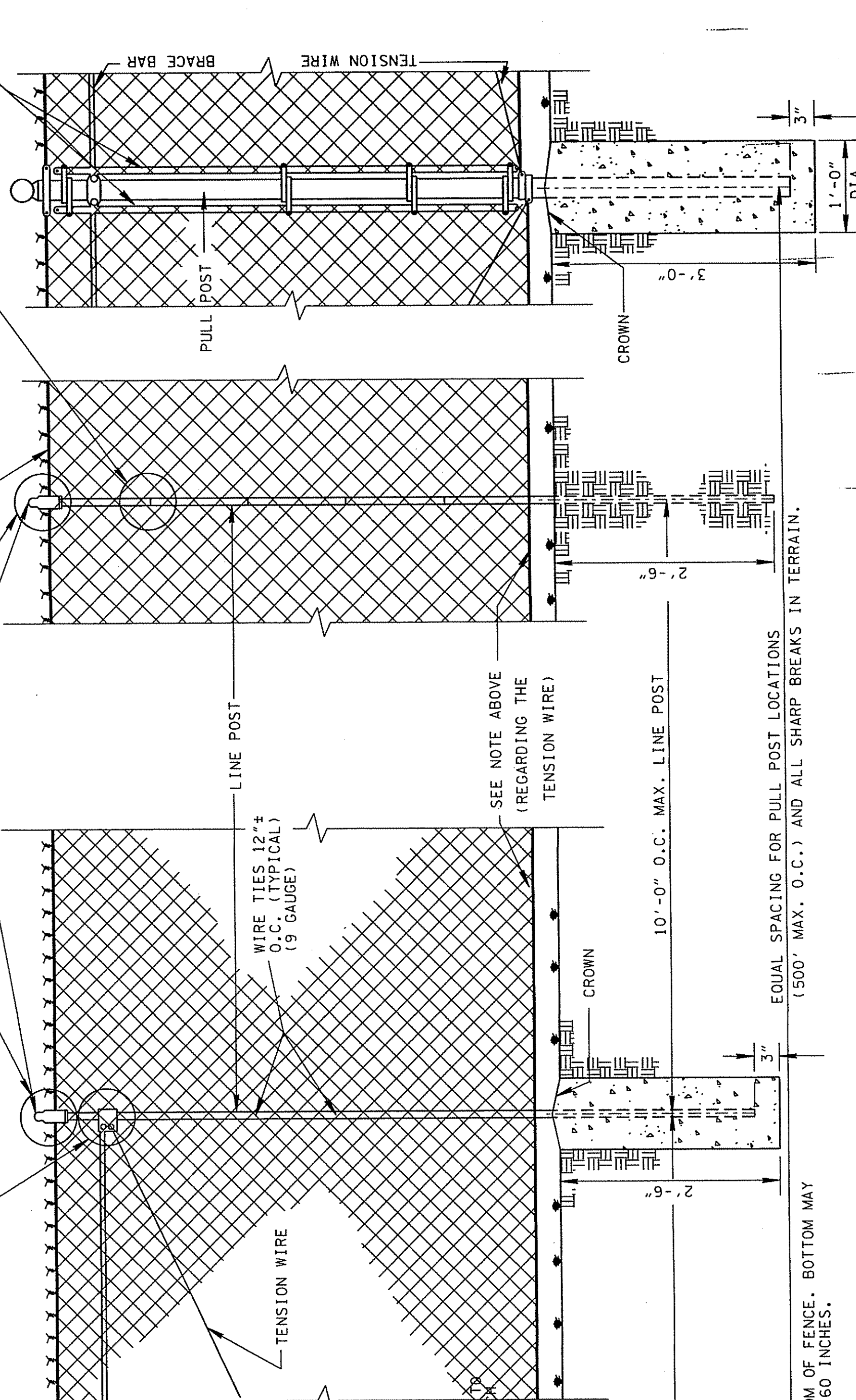
(E) POLYVINYL CHLORIDE FABRIC IN ACCORDANCE WITH AASHTO M181, TYPE IV, CLASS B, MAY BE SUPPLIED ONLY WHEN CALLED FOR ELSEWHERE ON THE PLANS.

(F) ACCEPTED QUANTITIES OF FENCE WILL BE PAID FOR AT THE CONTRACT UNIT PRICE PER LINEAR FOOT, COMPLETE IN PLACE, FOR THE KIND, SHAPES, AND DIMENSIONS OF FENCE STIPULATED OR SHOWN ON PLANS.

(G) PAYMENT WILL BE MADE UNDER ITEM NUMBERS:

707-01.01	CHAIN LINK FENCE (4 FOOT) PER LINEAR FOOT.
707-01.11	CHAIN LINK FENCE (6 FOOT) PER LINEAR FOOT.
707-01.02	END AND CORNER POST ASSEMBLY (CHAIN LINK FENCE 4 FOOT) PER EACH.
707-01.12	END AND CORNER POST ASSEMBLY (CHAIN LINK FENCE 6 FOOT) PER EACH.
707-01.03	GATE-CHAIN-LINK FENCE-4 FOOT (DESCRIPTION) EACH
707-01.04	GATE-CHAIN-LINK FENCE-4 FOOT (DESCRIPTION) EACH
707-01.13	GATE-CHAIN-LINK FENCE-6 FOOT (DESCRIPTION) EACH
707-01.14	GATE-CHAIN-LINK FENCE-6 FOOT (DESCRIPTION) EACH
707-01.52	GATE-CHAIN-LINK FENCE (- FOOT -DESCRIPTION) EACH
707-01.53	GATE-CHAIN-LINK FENCE (- FOOT -DESCRIPTION) EACH

SEE STD. DWG. S-F-11 FOR GATE DETAILS.

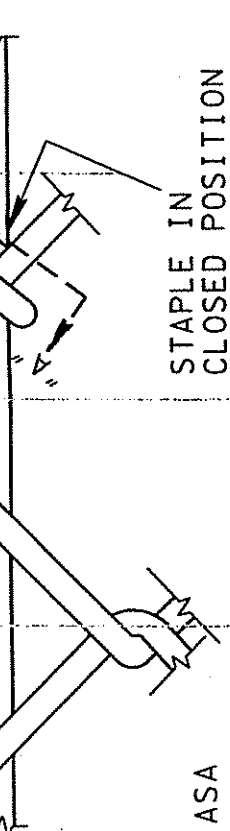
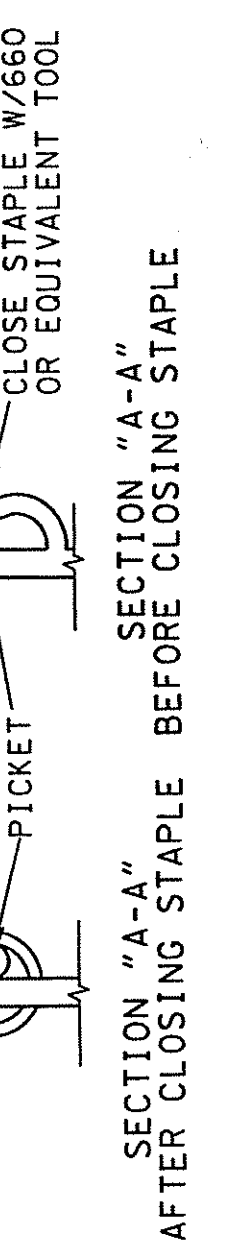


MINOR REVISION -- FHWA APPROVAL NOT REQUIRED.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

STANDARD
RIGHT-OF-WAY
CHAIN LINK
FENCE

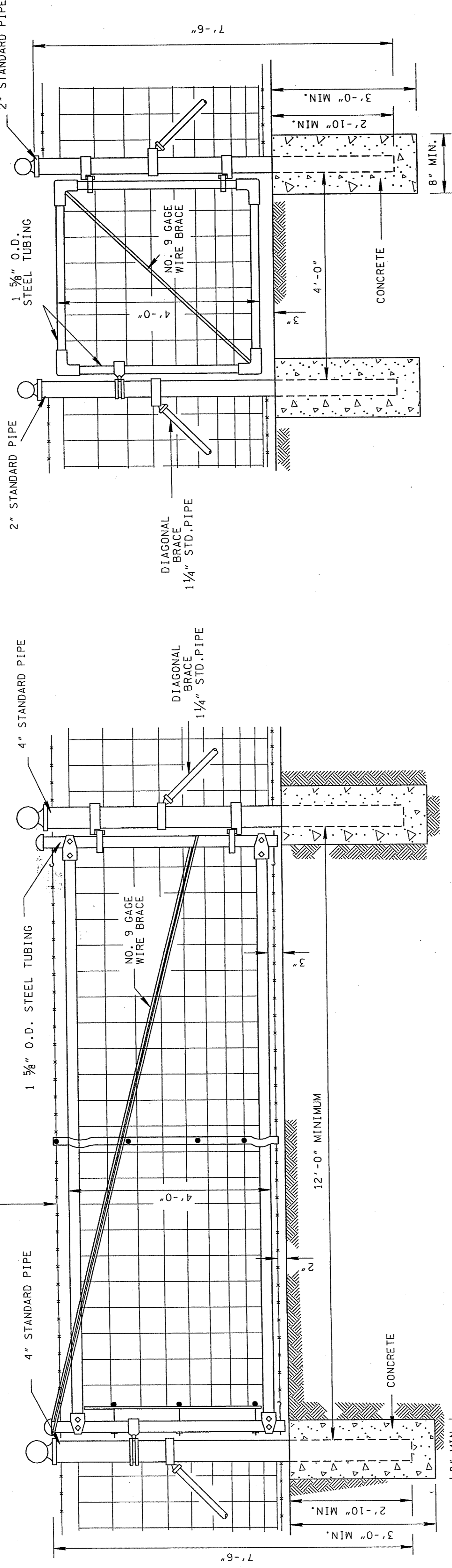
S-F-10B



ATTACHMENT OF FABRIC TO TENSION WIRE

- REV. 7-1-72: CHANGED DEPARTMENT NAME.
 REV. 1-1-76: CHANGED DRAWING NUMBER FROM RD-F-11(68) TO S-F-11.
 REV. 5-2-90: ADDED PAY ITEMS.
 REV. 1-24-08: REDREW SHEET AND CHANGED LENGTH OF ALL FENCE POSTS.
 REV. 5-14-10: MODIFIED ITEM NUMBER DESCRIPTIONS.

1-STRAND OF 12 1/2 GAGE TWISTED STEEL LINE WITH 14 GAGE 4 POINT BARBS AT 5" C-C MAXIMUM TO BE PLACED 4'-6" ABOVE THE GROUND.



STOCK FENCE DRIVE GATE (12' X 4')

STOCK FENCE WALK GATE (4' X 4')

DESCRIPTION	CONSTRUCTION
<p>STOCK FENCE DRIVE GATE SHALL BE A TUBULAR STEEL FRAME 4 FEET HIGH AND OF SPECIFIED LENGTH WITH WIRE FABRIC FILLER WITHIN THE FRAME AND WITH STRANDS OF BARBED WIRE ABOVE THE FRAME AND ONE STRAND OF BARBED WIRE BELOW THE FRAME, AND SHALL BE CONSTRUCTED OF THE MATERIALS INDICATED BELOW.</p> <p>STOCK FENCE WALK GATE SHALL BE A TUBULAR STEEL FRAME 4 FEET HIGH AND 4 FEET LONG WITH WIRE FABRIC FILLER WITHIN THE GATE FRAME, AND SHALL BE CONSTRUCTED OF THE MATERIALS INDICATED BELOW.</p>	<p>GATES SHALL BE INSTALLED AT THE LOCATIONS INDICATED IN THE PLANS OR AS DIRECTED BY THE ENGINEER. THE GATE SHALL BE INSTALLED BETWEEN AND FASTENED TO PROPERLY SPACED GATE POSTS, WHICH SHALL BE SET IN THE GROUND A FULL 3/4 INCHES. THE POSTS AND BRACES SHALL BE SET IN CONCRETE BASES WHICH SHALL BE AT LEAST 8 INCHES IN DIAMETER AND SHALL EXTEND 3 FEET OR MORE BELOW THE SURFACE OF THE GROUND.</p>
MATERIALS	PAYMENT WILL BE MADE UNDER :
<p>DRIVE GATE: THE GATE SHALL CONSIST OF 1 5/8" O.D. HIGH CARBON STEEL TUBING FASTENED AT EACH CORNER WITH MALLEABLE IRON OR PRESSED STEEL FITTINGS BOLTED TO THE TUBULAR FRAME. THE GATE FRAME SHALL BE BRACED VERTICALLY AT THE CENTER WITH TWO 1" X 1" ANGLE IRONS OR TWO 3/8" X 3/4" CHANNEL IRONS BOLTED TOGETHER, AND SHALL BE BRACED DIAGONALLY WITH NO. 9 GALVANIZED WIRE BRACE ATTACHED IN A MANNER TO PROVIDE ADJUSTMENT. GATES MORE THAN 12 FEET IN LENGTH SHALL HAVE TWO EQUALLY SPACED VERTICAL BRACES. THE END MEMBERS OF THE GATE FRAME SHALL BE PROVIDED WITH METAL CAPS.</p> <p>WALK GATE: THE WALK GATE SHALL CONSIST OF 1 5/8" O.D. HIGH CARBON STEEL TUBING FASTENED AT EACH CORNER WITH MALLEABLE IRON OR PRESSED STEEL FITTINGS ATTACHED IN A MANNER SATISFACTORY TO THE ENGINEER. THE FRAME SHALL BE BRACED DIAGONALLY WITH A NO. 9 GALVANIZED WIRE BRACE ATTACHED IN A MANNER TO PROVIDE ADJUSTMENT.</p>	<p>ITEM NO. 707-03.20 DRIVE GATE (STOCK FENCE) (DESCRIPTION) PER EACH ITEM NO. 707-03.21 WALK GATE (STOCK FENCE) (DESCRIPTION) PER EACH ETC. FOR VARIOUS DESCRIPTIONS.</p>

MINOR REVISION -- FHWA APPROVAL NOT REQUIRED.

STATE OF TENNESSEE
 DEPARTMENT OF TRANSPORTATION

STANDARD
 STOCK FENCE
 GATE

1-1-68 S-FG-11

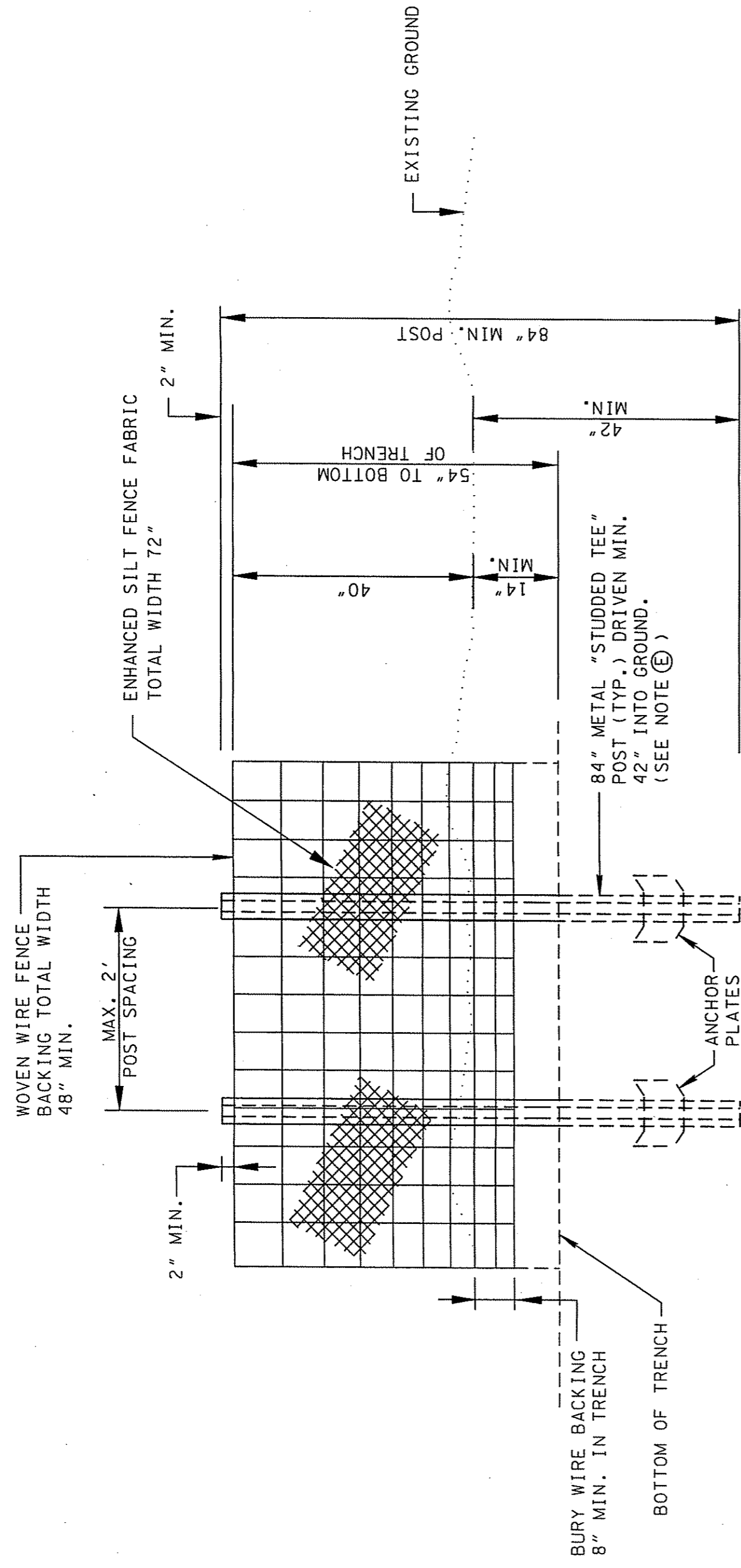
- REV. 12-18-03: REPLACED TABLE 3 AND MODIFIED GENERAL NOTES 3 AND 4.
- REV. 7-29-04: CHANGED VALUES IN TABLE 3 FROM MEAN TO MARY VALUES.
- REV. 4-15-06: MODIFIED NOTE 3. ADDED NOTE 4. REVISED TABLE TITLE. REVISED GENERAL NOTES. RECOMMENDED SHEET REVISIONS. REVISED NOTES. MISC. EDITS TO DRAWING.
- REV. 4-1-08: REMOVED TEMPORARY REFERENCE, REVISED GENERAL NOTES, AND MISC. EDITS TO DRAWING.

ENHANCED SILT FENCE FABRIC SPECIFICATIONS

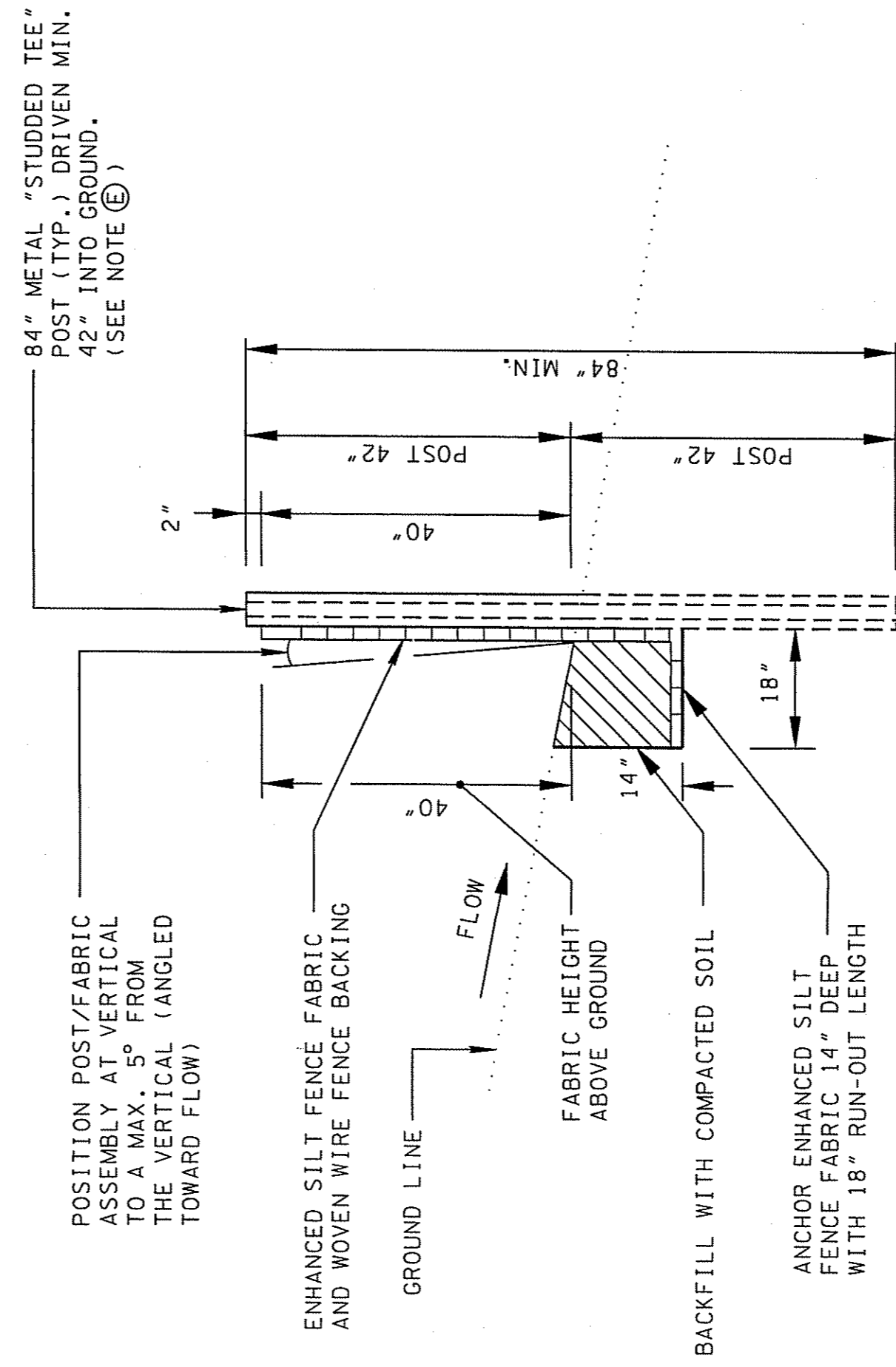
FABRIC PROPERTY AND TEST METHODS	REQUIRED PHYSICAL PROPERTIES (MARY VALUES OF TEST DATA)
GEOTEXTILE FABRIC TYPE	WOVEN MONOFILAMENT
APPEARANT OPENING SIZE (ASTM D4751)	# 30 TO # 80 STANDARD SIEVE
WATER FLUX (ASTM D4491)	≥ 110 GPM/FT ²
TENSILE STRENGTH (ASTM D4632)	≥ 370 LBS. (WARP DIRECTION) X ≥ 230 LBS. (FILL DIRECTION)
ULTRAVIOLET STABILITY (AFTER 500 HRS PER ASTM D4355)	≥ 90%
BURST STRENGTH (ASTM D3786)	≥ 470 PSI
PUNCTURE STRENGTH (ASTM D4833)	≥ 110 LB.
TRAPEZOIDAL TEAR (ASTM D4533)	≥ 115 LB. (WARP DIRECTION) X 75 LB. (FILL DIRECTION)
PERMEABILITY (ASTM D4491)	≥ 0.02 INCHES/SEC
THICKNESS (ASTM D5199)	≤ 35 MILS

ENHANCED SILT FENCE GENERAL NOTES

- (A) ENHANCED SILT FENCE IS TO BE USED WHERE INTERCEPTION OF CONCENTRATED FLOWS (e.g. SWALES, DITCHES, RUTS ALONG SLOPE) ARE ANTICIPATED. LIMITS OF FLOW APPLICATIONS FOR USE OF ENHANCED SILT FENCE ARE GIVEN ON STANDARD DRAWINGS EC-STR-4 AND EC-STR-4A. DO NOT USE ENHANCED SILT FENCE IN OR ADJACENT TO NATURAL WATER RESOURCES (WETLANDS OR STREAMS).
- (B) ENHANCED SILT FENCE SHOULD NOT BE USED TO REPLACE SILT FENCE WITH WIRE BACKING.
- (C) WHEN TWO SECTIONS OF ENHANCED SILT FENCE FABRIC ADJOIN EACH OTHER THEY SHALL BE JOINED ACCORDING TO THE DETAILS ON STANDARD DRAWING EC-STR-3E.
- (D) MAINTENANCE SHALL BE PERFORMED AS NEEDED; CAPTURED SOIL MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE AND/OR WHEN EVIDENCE OF FILTER CLOGGING IS NOTED.
- (E) STEEL POSTS SHALL BE ROLLED FROM HIGH CARBON STEEL AND SHALL HAVE A MINIMUM WEIGHT OF 1.25 LB/FT. POSTS SHALL BE HOT-DIPPED GALVANIZED OR PAINTED WITH HIGH GRADE WEATHER RESISTANT STEEL PAINT. STEEL POSTS SHALL BE EQUIPPED WITH AN ANCHOR PLATE HAVING A MINIMUM AREA OF 14 SQUARE INCHES. POSTS SHALL BE STUDDED, EMBOSSED, OR PUNCHED TO AID IN THE ATTACHMENT OF THE WIRE BACKING. POSTS AND ANCHOR PLATES SHALL CONFORM TO THE REQUIREMENTS OF ASTM A102.
- (F) STEEL POSTS SHALL HAVE A PROJECTION FOR FASTENING WIRE TO THEM. WOVEN WIRE FENCE BACKING TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES. THE WIRE FASTENERS SHOULD BE EVENLY SPACED WITH AT LEAST SIX PER POST.
- (G) WOVEN WIRE FENCE BACKING SHALL MEET THE REQUIREMENTS FOR ASTM A-116 FOR NO. 11 FARM, DESIGN NO. 1047-6-11, CLASS 3 COATING.
- (H) FILTER FABRIC SHALL BE FASTENED SECURELY TO WOVEN WIRE FENCE BACKING WITH TIES SPACED EVERY 24 INCHES ALONG TOP AND MID SECTION.
- (I) FOR TRENCH-BASED INSTALLATIONS, ENHANCED SILT FENCING SHALL BE INSTALLED PER THE FOLLOWING STEPS AND IN THE FOLLOWING ORDER:
 - EXCAVATE TRENCH A MAXIMUM OF 18 INCHES WIDE 14 INCHES DEEP. THE TRENCH SHALL BE HAND-CLEANED FOLLOWING EXCAVATION TO REMOVE BULKY DEBRIS SUCH AS ROCKS, STICKS, AND SOIL CLODS FROM THE TRENCH.
 - DRIVE AND SET SUPPORT POSTS PER SPACING REQUIREMENTS GIVEN ON THE APPLICABLE FENCE DETAIL.
 - ATTACH WOVEN WIRE FENCE BACKING TO POSTS AND FABRIC TO THE WIRE BACKING USING WIRE TIES. SPACING AND DENSITY OF TIES SHALL BE INSTALLED ACCORDING TO NOTES F AND H.
 - INSTALL FABRIC IN TRENCH.
 - BACKFILL TRENCH (OVER-FILL) WITH SOIL PLACED AROUND FABRIC.
 - COMPACT SOIL BACKFILL WITH MECHANICAL EQUIPMENT. DO NOT DAMAGE THE FABRIC DURING COMPACTION (DAMAGED FABRIC SHALL BE REPLACED).
- (J) ONLY ENHANCED SILT FENCE FABRIC LISTED ON THE QUALIFIED PRODUCTS LIST MAY BE USED. ANY PRODUCTS LISTED ON THE QUALIFIED PRODUCTS LIST AS AN APPROVED ALTERNATE MAY ALSO BE USED.
- (K) ENHANCED SILT FENCE SHALL BE PAID FOR UNDER THE FOLLOWING ITEM NUMBER:
 - 209-08.04 TEMPORARY ENHANCED SILT FENCE PER LINEAR FOOT
 PAYMENT SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR CONSTRUCTION, MAINTENANCE, AND REMOVAL OF THE ENHANCED SILT FENCE.
- (L) SEDIMENT SHALL BE REMOVED FROM BEHIND THE ENHANCED SILT FENCE WHEN IT HAS ACCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE STRUCTURE AND PAID FOR UNDER ITEM NUMBER 209-05, SEDIMENT REMOVAL PER CUBIC YARD.



ELEVATION VIEW



SECTIONAL VIEW

EROSION CONTROL PLAN LEGEND: * ESF * ESF * ESF * ENHANCED SILT FENCE

□ MINOR REVISION -- FHWA APPROVAL NOT REQUIRED.

STATE OF TENNESSEE
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ENHANCED
SILT FENCE

12-18-02 EC-STR-3D