

**CITY OF FAIRVIEW
BOARD OF COMMISSIONERS**

APRIL 7, 2016

**IMMEDIATELY FOLLOWING
PUBLIC HEARING AT 7:00 P.M.**

AGENDA

1. **Call to order by Mayor Carroll**
 - A. Prayer and Pledge
2. **Approval of the Agenda –**
3. **Citizen Comments – (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).**
4. **Awards and/or Recognitions –**
5. **Public Announcements –**
6. **Staff Comments –**
7. **Approval of the Minutes – (only needed if removed from consent agenda)**
8. **Consent Agenda Consisting of Items as Follows:**
 - A. Approval of the Minutes from the March 17, 2016 Board of Commissioners Meeting
 - B. Second and Final Reading on Bill #2016-04, Ordinance No. 918, An Ordinance to Change the Zoning of Certain Property in the City of Fairview, Tennessee, Located off Cox Pike, Owned by Billy Pomeroy and Robert Pomeroy, Jr., as Shown on, Williamson County, Tax Map 43, Parcel 32.04, (2.0 Acres) and Map 21, Parcel 61.06 (40.69 Acres) and Map 021MA, Parcel 37.01 (0.5 Acres) from RS-20 to R-20 PUD Overlay
9. **Old Business**
 - A. Discuss and/or Take Action on Discussion from Board of Commissioners Workshop held April 7 - Bissell
10. **New Business**
 - A. Discuss and/or Take Action on Certificate of Compliance for Wine in Grocery Stores at Wal-Mart - Hall
 - B. Discuss and/or Take Action on Recommendations from Park Commission - Rowe
 - (1) ADA Trail to Joann's Classroom
 - (2) Completion of the Forest Management Plan
 - (3) Road Paving in Front of Nature Center
 - C. Discuss and/or Take Action on Approval of Chipper Bid – Hall
 - D. Discuss and/or Take Action on Amendment #2 to Safe Routes to School Contract – Hall
 - E. Discuss and/or Take Action on Interlocal Cooperation Agreement 21st Judicial District Drug Task Force – Hall
 - F. Discuss and/or Take Action on Police Department Vacation Buy Down – Daugherty
 - G. Discuss and/or Take Action on Bill #2016-07, Ordinance No. 921, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for the Fiscal Year 2015-2016 Budget (Chipper) - Daugherty
 - H. Discuss and/or Take Action on City of Fairview Budget for 2016-2017 Fiscal Year - Daugherty
 - I. Discuss and/or Take Action on Hiring New City Manager – Carroll
11. **City Manager Items for Discussion –**
 - A. Miscellaneous Updates –
 - B. City Attorney Comments -
12. **Communications from the Mayor and Commissioners –**
13. **Adjournment.**

ORDINANCE NO. 918

AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED OFF COX PIKE, OWNED BY BILLY POMEROY AND ROBERT POMEROY, JR., AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 43, PARCEL 32.04, (2.0 ACRES) AND MAP 21, PARCEL 61.06, (40.69 ACRES) AND MAP 021MA, PARCEL 37.01 (0.5 ACRES) FROM RS - 20, TO R - 20 PUD OVERLAY.

WHEREAS, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 7th day of April, 2016, pursuant to a resolution adopted on March 3rd, 2016; and

WHEREAS, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owners Billy Pomeroy and Robert Pomeroy, Jr., have requested a changing of the Zoning Classification relative to the property below described and that the said request is well taken and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS;

THE ZONING CLASSIFICATION FOR ALL THE BELOW DESCRIBED PROPERTY IS DESIGNATED AS AND CHANGED FROM ITS PRESENT ZONING DESIGNATION RS - 20, TO R - 20 Pud Overlay. THE PROPERTY FOR WHICH THE ZONING CHANGE IS MADE AND OR ADOPTED IS DESCRIBED AS FOLLOWS:

Williamson County, Tennessee, Tax Map 43, Parcel 32.04, Tax Map 21, Parcel 61.06, Recorded in Deed Book 5458, Page 594 - 597, And Map 021MA, Parcel 37.01, Recorded in Deed Book 5458, Page 593 Register's Office for Williamson County, Tennessee. The descriptions are hereby Incorporated into and made a part of This Ordinance by reference as fully as if copied Into This ordinance verbatim.

This Ordinance shall take effect at the earliest date provided by law following its final reading and approval, the public welfare requiring it.

MAYOR

CITY RECORDER

Approved as to form:

City Attorney

Passed first reading: March 3, 2016

Passed second reading: _____

Public Hearing Held on: _____

City of Fairview

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

RECOMMENDATIONS

2016 – 2

DATE: JANUARY 12, 2016

TO: FAIRVIEW BOARD OF COMMISSIONERS

FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION

On January 12, 2016 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.

8.4 DISCUSS AND/OR TAKE ACTION ON REZONING OF PROPERTY LOCATED OFF COX PIKE (POLSTON PLACE II) FROM RS-20 TO RS-20 P.U.D. OVERLAY (RESIDENTIAL). MAP 21, PARCEL 61.06 (40.69 ACRES); MAP 43, PARCEL 32.04 (2 ACRES) AND PARCEL 37.01 (0.5 ACRES). BILLY POMEROY OWNER.

Sutton made a motion for approval. Mitchell Seconded. All were in favor.

City of Fairview

7100 City Center Way
Fairview, TN 37062-0069



Phone: 615-799-1585
Fax: 615-799-5599
Email: codes@fairview-tn.org

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of Fairview **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property.
3. A list of Names **and** addresses of **all** adjacent property owners.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the authority to request the zoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$200.00 application fee (Checks should be made payable to "City of Fairview")

.....
Request No. _____ Date Submitted _____

SECTION 1 – Applicant Information

(Any correspondence from the City will be addressed to the applicant)

- ☐ Property Owner ☐ Purchaser of Property ☐ Engineer Trustee
☒ Architect ☐ Other _____

Name: DANIEL WOODS Phone: [REDACTED]

Business: The Addison Group E-mail: [REDACTED]

Address: 1224 Columbia Ave. Best Way to Contact: email
(Mail, E-mail, Phone)

City: Franklin State: TN Zip: 37064
.....

SECTION 2 – Property Information for the Rezoning Request

Project Name: Polston Place 2

Project Address: NEW HWY

Existing Land Use: RS-20 ; PARCEL 32.04 is currently zoned 'RS-40

Proposed Land Use: R-20 PUD

Total Acreage of Project/Rezoning: ~~44.44~~ 42.2 ACRES

TAX MAP	PARCEL(S)	CURRENT ZONING DISTRICT	REQUESTED ZONING DISTRICT	# OF ACRES	PROPERTY OWNER
21	61.06	RS-20	RS-20 PUD	31.73	Billy Pomeroy
43	32.04	RS-40	RS-20 PUD	2.24	Billy Pomeroy
21	37.01	RS-20	RS-20 PUD	.23	Robert Pomeroy

***Reason for Rezoning must be included on an attached sheet.

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to go to the Board of Commissioners. The Planning Commission reserves the right to make a recommendation on the application as submitted, or an amended application requested at the time of deliberation. The Board of Commissioners must approve a Rezoning Ordinance on two readings and hold a Public Hearing before the rezoning request is considered approved.

I certify that all of the above statements are true to the best of my knowledge.

Applicant's Signature:  Date: 1.4.16

.....

FOR OFFICE USE ONLY

APPLICATION RECEIVED AND FILING FEE PAID

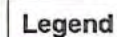
1-4-2016

DATE OF FAVORABLE RECOMMENDATION BY PLANNING COMMISSION

DATE OF CONCURRENCE /FINAL APPROVAL BY BOARD OF COMMISSIONERS

THE PLANNING COMMISSION HAS DETERMINED THAT THE FOLLOWING FINDINGS ARE APPLICABLE;

- _____ 1. The Amendment is in agreement with the general plan for the area.
 - _____ 2. It has been determined that the legal purposes for which zoning exists are not contravened.
 - _____ 3. It has been determined that there will be no adverse effect upon adjoining property owners, unless such effect can be justified by the overwhelming public good or welfare.
 - _____ 4. It has been determined that no property owner or small group of property owners will benefit materially from the change to the detriment of the general public.
 - _____ 5. It has been determined that conditions affecting the area have changed a sufficient extent to warrant an amendment to the zoning map.
-



-  Parcels
 Notes
 Miscellaneous
 Easement
 Exemptions
 Conflicts
 Lines
 Corporate Limits
 BRENTWOOD
 FAIRVIEW
 FRANKLIN
 NOLENSVILLE
 SPRING HILL
 THOMPSONS STATION
 Parks
 Centerlines
 <all other values>
 INTERSTATE
 ACCESS
 LOCAL STREETS
 MAJOR ARTERIAL
 MAJOR COLLECTOR
 MINOR ARTERIAL
 MINOR COLLECTOR
 NO NAME
 UNCLASSIFIED
 PRIVATE
 Rivers

Notes



NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



10A

WINE IN GROCERY STORE

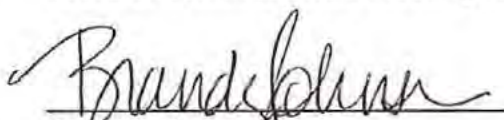
WINE IN GROCERY STORE PACKET FOR Wal-Mart Stores East, LP

The following items are needed to go before the Board to receive a certificate of compliance for wine in a grocery store:

- ☒ Fill out the top portion of the Certificate of Compliance form.
- ☒ A check in the amount of \$250.00 made out to – City of Fairview.
- ☒ A back ground check report from the TBI.

This packet was completed in full as of March 16, 2014

Board of Commissioners meeting requested April 7, 2014


Brandy Johnson
City Recorder

3/31/14
Date



CERTIFICATE OF COMPLIANCE
WINE IN GROCERY STORE

Pursuant to Tennessee Code Annotated, Title 57, Section 57-3-803 and 57-3-806, this is to certify that:

Name of Applicant: Walmart #3137

Corporation Name: Wal-Mart Stores East, LP

Business Address: 7100 Hopgood Road

Fairview, Tennessee 37062

Mailing Address: 702 SW 8th Street

Bentonville, Arkansas 72716

Date of Birth: 11/9/2001 SSN: _____

Has made application for a Certificate of Compliance to sell retail food store wine in the
County of Williamson, State of Tennessee, City of Fairview at _____

Walmart #3137, 7100 Hopgood Road, Fairview, Tennessee 37062

(Name and Street Address of Grocery Store)

And that an investigation has been undertaken of the applicant's criminal record and of the compliance of
said business, and from said investigation the undersigned certify:

1. That the applicant or applicants who are to be in actual charge of the business have not been convicted
of a felony within a ten-year period immediately preceding the date of application and, if a corporation,
that the executive officers or those in control have not been convicted of a felony within a ten-year
period immediately preceding the date of the application; and
2. That the applicant or applicants have secured a location which lies within the city limits of the City of
Fairview and which complies with all applicable zoning laws adopted herein by the City.

Signed this the _____ day of _____, 20 _____.

Mayor or Other Official Head of Municipality

ATTEST: City Recorder



Bill Haslam
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000 (744-4057 for TORIS)
Facsimile (615) 744-4651 (Fiscal Svcs)
TDD (615) 744-4001



Mark Gwyn
Director

February 10, 2016

BURR & FORMAN LLP
KAREN D HILLEBRAND
511 UNION STREET
SUITE 2300
NASHVILLE, TN 37219

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found. NOTE: All aliases submitted have been searched.

MOORE, MICHAEL

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found NO Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994



Bill Haslam
Governor

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NASHVILLE, TN 37219

Tennessee Criminal History Records Request

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LAZENBY, ANDREA

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Mark Gwyn
Director

February 10, 2016

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KAREN HILLEBRAND
511 UNION STREET
SUITE 2300
NASHVILLE, TN 37219

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found. NOTE: All aliases submitted have been searched.

ZIELSKE, STEVEN

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Mark Gwyn
Director

February 10, 2016

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KAREN HILLEBRAND
511 UNION STREET
SUITE 2300
NASHVILLE, TN 37219

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found. NOTE: All aliases submitted have been searched.

MOEHRING, CYNTHIA P

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

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Tennessee Open Records Information Services
Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37216



INTERNATIONALLY ACCREDITED SINCE 1994

**ASSURE**

BACKGROUND SCREENING REPORT

Prepared for: Bone Mcallister Norton PLLC

22 N. Front St, STE 800
Memphis, TN 38103
(888) 616-0626

Subject Information:**Requestor Information:**

Subject: MOORE, MICHAEL SCOTT
DOB:
Social Security Number:
Date/Time Last Update: February 9, 2016 09:05 AM
Order Number(s): 5530077
Package Name(s): Bone Law
Address:

Requestor Name: Geri Simmons-Curry
Requestor Userid: bmn/gsimmons-curry
Requestor Phone: 615-248-3729
Requestor Email: gsimmons-curry@bonelaw.com
Billing Identifier 1: Quickscreen stage 1
Billing Identifier 2:
Billing Identifier 3:

Report Summary Information:

Component	Status	Last update
National Alias Criminal History for MICHAEL SCOTT MOORE, page 2	COMPLETE-clear	2/09/16 09:05 AM Central
SSN Address Trace for SSN page 3	COMPLETE-clear	2/08/16 04:02 PM Central

Notice : The information provided is a consumer report as defined in the federal Fair Credit Reporting Act [15 U.S.C. 1681- 1681u]. It contains confidential information on the individual named. It is submitted to the conditions contained in your Subscriber Agreement with Verified Person and may be used solely as a factor in evaluating the named individual for property renting/leasing, employment, promotion, reassignment or retention as an employee. Verified Person maintains strict procedures designed to insure that the information is complete and up to date. While the information furnished is from reliable sources, its accuracy is not guaranteed. Proper use of this report and final verification of the named individual's identity is your sole responsibility. If any adverse action is taken based in whole or in part on this consumer report, a copy of this report and a summary of the consumer's rights must be provided to the consumer prior to taking adverse action.

Verified Person will accurately report all information as received. The information in this report is gathered from sources deemed by Verified Person to be reliable, however Verified Person cannot be responsible for the content of information received from an outside source.

No Records Found

Verified Person will accurately report all information as received. The information in this report is gathered from sources deemed by Verified Person to be reliable, however Verified Person cannot be responsible for the content of information received from an outside source.

**ASSURE**

22 N. Front St, STE 800
Memphis, TN 38103
(888) 616-0626

BACKGROUND SCREENING REPORT

Prepared for: Bone Mcallister Norton PLLC

Subject Information:

Subject: ZEILSKE, STEVEN
DOB:
Social Security Number:
Date/Time Last Update: February 8, 2016 04:10 PM
Order Number(s): 5530130
Package Name(s): Bone Law
Address:

Requestor Information:

Requestor Name: Geri Simmons-Curry
Requestor Userid: bmn/gsimmons-curry
Requestor Phone: 615-248-3729
Requestor Email: gsimmons-curry@bonelaw.com
Billing Identifier 1: Quickscreen stage 1
Billing Identifier 2:
Billing Identifier 3:

Report Summary Information:

Component	Status	Last update
National Alias Criminal History for STEVEN ZEILSKE, page 2	COMPLETE-clear	2/08/16 04:10 PM Central
SSN Address Trace for SSN page 3	COMPLETE-clear	2/08/16 04:08 PM Central

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No Records Found

**ASSURE**

BACKGROUND SCREENING REPORT

Prepared for: Bone Mcallister Norton PLLC

22 N. Front St, STE 800
Memphis, TN 38103
(888) 616-0626

Subject Information:

Subject: LAZENBY, ANDREA MARIE
DOB:
Social Security Number:
Date/Time Last Update: February 8, 2016 04:12 PM
Order Number(s): 5530154
Package Name(s): Bone Law
Address:

Requestor Information:

Requestor Name: Geri Simmons-Curry
Requestor Userid: brnn/gsimmons-curry
Requestor Phone: 615-248-3729
Requestor Email: gsimmons-curry@bonelaw.com
Billing Identifier 1: Quickscreen stage 1
Billing Identifier 2:
Billing Identifier 3:

Report Summary Information:

Component	Status	Last update
National Alias Criminal History for ANDREA MARIE LAZENBY, page 2	COMPLETE-clear	2/08/16 04:12 PM Central
SSN Address Trace for SSN , age 3	COMPLETE-clear	2/08/16 04:10 PM Central

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SUBJECT_DETAILS
Printed: 02/08/16 04:21 PM CST

v3.vpaasure.com

ANDREA MARIE LAZENBY
Page 1 of 4

No Records Found

Verified Person will accurately report all information as received. The information in this report is gathered from sources deemed by Verified Person to be reliable, however Verified Person cannot be responsible for the content of information received from an outside source.

SUBJECT DETAILS

Printed: 02/08/16 04:21 PM CST

v3.vpassure.com

ANDREA MARIE LAZENBY

Page 2 of 4

**ASSURE**

BACKGROUND SCREENING REPORT

Prepared for: Bone Mcallister Norton PLLC

22 N. Front St, STE 800
Memphis, TN 38103
(888) 616-0626

Subject Information:

Subject: Moehring, Cynthia P
DOB:
Social Security Number:
Date/Time Last Update: February 8, 2016 04:08 PM
Order Number(s): 5530107
Package Name(s): Bone Law
Address:

Requestor Information:

Requestor Name: Geri Simmons-Curry
Requestor UserID: bmn/gsimmons-curry
Requestor Phone: 615-248-3729
Requestor Email: gsimmons-curry@bonelaw.com
Billing Identifier 1:
Billing Identifier 2:
Billing Identifier 3:

Report Summary Information:

Component	Status	Last update
National Alias Criminal History for Cynthia P Moehring, page 2	COMPLETE-clear	2/08/16 04:08 PM Central
SSN Address Trace for SSN , page 3	COMPLETE-clear	2/08/16 04:07 PM Central

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Verified Person will accurately report all information as received. The information in this report is gathered from sources deemed by Verified Person to be reliable, however Verified Person cannot be responsible for the content of information received from an outside source.

National Alias Criminal History for Cynthia P Moehring -clear :

No Records Found

Verified Person will accurately report all information as received. The information in this report is gathered from sources deemed by Verified Person to be reliable, however Verified Person cannot be responsible for the content of information received from an outside source.

SUBJECT DETAILS
Printed: 02/08/16 04:18 PM CST

v3.vpassure.com

Cynthia P Moehring
Page 2 of 5

List of Officers and Owners

of

Wal-Mart Stores East, L.P.

The following sets forth the principal officers and owners of Wal-Mart Stores East, L.P.

Michael Moore

0% owner

EVP & CAO

Cynthia P. Moehring

0% owner

Sr. VP & Chief Compliance Officer

Steven Zielske

0% owner

Treasurer

Andrea Lazenby

0% owner

Assistant Secretary

7100 City Center Way
Fairview, TN 37062
PHONE: (615) 799-2484

Rcpt Date: 03/16/2016
Cash Acct: 110-11100
Received Of: BURR & FORMAN LLP
Cmt: WALMART WINE IN GROCERY

Rcpt #: 00016513

Tendered Amount: 250.00
Receipt Amount: 250.00
Change Due: 0.00

R E C E I P T		D I S T R I B U T I O N	
FUND	FUNCT-OBJ	DESCRIPTION	AMOUNT
110	32200	WINE CERTIFICATE OF COMPLIANCE	250.00

P A Y M E N T		D I S T R I B U T I O N	
PAYMENT DESCRIPTION	REFERENCE NUMBER	AMOUNT	
CHECK	239	250.00	

CUSTOMER COPY

Received By: COUNTER1

CITY OF FAIRVIEW
7100 City Center Way
Fairview, TN 37062
PHONE: (615) 799-2484

Rcpt Date: 03/16/2016
Cash Acct: 110-11100
Received Of: BURR & FORMAN LLP
Cmt: WALMART WINE IN GROCERY

Rcpt #: 00016513

Tendered Amount: 250.00
Receipt Amount: 250.00
Change Due: 0.00

R E C E I P T		D I S T R I B U T I O N	
FUND	FUNCT-OBJ	DESCRIPTION	AMOUNT

P A Y M E N T		D I S T R I B U T I O N	
PAYMENT DESCRIPTION	REFERENCE NUMBER	AMOUNT	
CHECK	239	250.00	

ORIGINAL COPY

Received By: COUNTER1

BURR & FORMAN LLP

Vendor City of Fairview

Fairview #690 COC Application

NO.

239

Check Date

03/11/2016

Client

Matter

Remarks

Amount

0028373 WAL-MART STORES, IN 0000001 Licensing

Check to City of Fairview - Fairview #690
COC Application

250.00

Client Name

BURR & FORMAN LLP

Vendor

City of Fairview

No.

239

Date:

03/11/2016

Client

Matter

Remarks

Amount

0028373 WAL-MART STORES, IN 0000001 Licensing

Check to City of Fairview - Fairview #690
COC Application

250.00

10C

City of Fairview

BID FORM

PROVISION OF A MORBARK BRUSH CHIPPER

Dated: March 17, 2016

Bid Opening Date: March 30, 2016 @ 10am

Proposal Of: Wilder Motor & Equipment Co., Inc.
301 15th Avenue N
Nashville, TN 37203
615-329-2365
615-329-2722

Description of Work:

Bid for 12" Diesel Drum Style
Brush Chipper w/winch

Base Bid:

Brand/Model Morbark M12R

Total: \$43,831

Alternate Bid: (detailed specifications below for any bid that differs from the project specifications.)

Submitted By:

Jessica Border Jessica Border



BID SPECIFICATIONS

MORBARK MODEL BEEVER M12R OR EQUIVALENT
SPECIFICATIONS FOR TRAILER MOUNTED DRUM STYLE BRUSH CHIPPER

BEEVER MODEL M12R

GENERAL

City of Fairview

The following specifications are designed to describe a hand fed pocket drum-style chipper with hydraulic feed system, which is to be a heavy-duty industrial grade machine. Unit is capable of chipping 12" (31 cm) diameter material and shall produce a dimensional, landscape quality chip. The complete unit shall comply with applicable requirements of the U.S. Vehicle Code and OSHA. All visual warning devices and decals shall be applied.

POWER SPECIFICATIONS

		MEETS	DEVIATES
1. Engine	Caterpillar Model C3.4 (Tier III) Diesel		
2. Horsepower	84 HP		
3. Clutch	Stein Clutch		
4. Displacement	3.4 Liter or Larger		
5. Alternator	70 AMP. Minimum		
6. Battery	Heavy duty, low maintenance, 8D - 1400 CCA		
7. Coolant System	Designed for operation in temperatures up to 120°F.		
8. Oil Filtration	Full flow, spin-on filter		
9. Shutdown System	High engine temperature / low oil pressure		
10. Fuel Tank	24 1/2 gallon lockable Reservoir with sight gauge and clean-out door		
11. Warranty	Caterpillar base warranty coverage two (2) years / 2,000 hours with Power Great Lakes (PGL) extended warranty coverage to five (5) years / 3,000 hours maximum - whichever comes first		

GENERAL INFORMATION

		MEETS	DEVIATES
1. Length	15'-5"		
2. Height	8' 5"		
3. Width	5' 11"		
4. Weight	5,500 lbs. Approximately		
5. Instrument Panel	Hour Meter, Start Switch, Throttle and Ammeter		

TRAILER SPECIFICATIONS

		MEETS	DEVIATES
1. Frame Material	8.2 Lbs 6" Channel		
2. Frame Center	4"x6" main center beam		
3. Frame Welds	All welds continuous, both sides, top and bottom		
4. Toolbox	Lockable Plastic Tool Box		
5. Tongue Hitch	2 1/2" Pintle Ring		
6. Tongue Jack	5,000 lb Tongue Jack		
7. Tongue Telescoping	3"x5" tubular steel telescoping draw bar with (2) 12" extensions		
8. Tongue Chains	3/8" safety chains, tensile strength of each chain equal to the gross trailer weight		
9. Axle	Single 6000# Torflex axle		
10. Axle Brakes	Equipped with electric brakes, and brake away actuator		
11. Wheels	235/80R 16"		
12. Wheel Fender	Steel hexagon fenders		
13. Electrical	Four function LED lights wired to meet ICC regulations. All wires will be protected inside frame tube when possible		
14. Electrical Connector	7 way Blade Plug (Coiled Connector)		
15. Electrical Tail Wires	Tail light wires will be double insulated, minimum 16 gauge wire		
16. Tail Light Housing	Taillights to be heavy duty, hermetically sealed and protected inside steel housing		
17. License Plate	Unit to be equipped with a license plate holder with light		



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SPECIFICATIONS FOR TRAILER MOUNTED DRUM STYLE BRUSH CHIPPER

BEEVER MODEL M12R

CHIPPER SYSTEM

		MEETS	DEVIATES
1. Chipper Drum/Disc	14 1/2" wide x 21 3/8" diameter with air impeller fan in chipper housing to control air discharge. Total weight to be approximately 350 lbs. Chipping drum to feed at a 90 degree angle to assure even knife wear and avoid slashing of brush from right to left as it enters the infeed. Drum must be capable of being securely pinned to prevent drum rotation while changing knives		
2. Knife Pockets	Knife Pockets: (2) Pockets, 2 1/4" x 10 1/2" x 4" deep, are incorporated into face of drum extending full width. Staggered 180 degrees apart		
3. Knife Holders	Knife Holders: (2) knife holders machined from 1-3/4" plate steel to accept one 10-1/2" knife		
4. Chipper Knives	Chipper knives (2): Must be double-edged, interchangeable & constructed of A-8 steel. Knife width must be a minimum of 5" wide with a thickness of 1/2" for durability. Knife retaining bolts must be Hex head rather than Allen head to maintain ease of knife changing. State Rockwell hardness at edge of knife and at bolt hole. Bolt: 38 to 48 Edge: 54 to 56		
5. Chipper Shaft	Chipper shaft: Minimum 2 7/16" diameter stress-proof ground and polished. Shaft is supported by flange bearings on each side of drum		
6. Drum Speed	Drum speed: 2250 RPM		
7. Anvil	Anvil: Abrasion resistant steel, 1/2" x 4-3/8" x 14", must extend across entire bottom plate of feed opening - usable on all four edges. Held in place by (4) 5/8" NF grade 8 bolts		
8. Chipper Housing	Chipper housing: To assure containment of steel and debris often found in wood waste, the lower housing must be constructed of 1/4" plate. Upper housing is 1/4". Upper housing pinned to lower housing, hood shall be hinged for easy knife access		
9. Chipper Hood	Chipper hood must be equipped with a device to prevent engine from running while chipper is opened		

PROCESSED MATERIAL DISCHARGE SYSTEM

		MEETS	DEVIATES
1. Chip Discharge	Chip discharge shall be a Dual sided air impeller system which increases chip throwing velocity and aids in discharging light, leafy material.		
2. Discharge Base	Discharge to be equipped with a 360 degree manual cranking swivel at its base. Complete unit will rotate without the use of tools allowing discharge to be placed in multiple positions to suit operational needs.		
3. Discharge Deflector	Hand adjustable deflector on end of discharge		
4. Discharge Height	Discharge at 86" or more from ground level		
5. Discharge Hinge	Discharge attaches to chipper base with one hinge extending width of hood. Folds back for easy access to rear of chipper		
6. Bottom Cleanout	Discharge cleanout door on bottom		

INFEED SYSTEM

		MEETS	DEVIATES
1. Infeed Opening	Opening at outer edge of infeed to be a minimum of 60" wide x 31" high. Opening at feed wheel to be a minimum of 15" wide x 14" high. The wide infeed access allows less processing of materials as it enters the feed system.		
2. Infeed Construction	Constructed of 7 gauge steel on top, sides, and bottom up to the feed wheel. Infeed floor from feed wheel to anvil is 1 1/4" thick		
3. Infeed Length	Length from feed wheel to ground level to exceed 85"		
4. Safety Bar	Unit shall have a safety control bar that is continuous across the top, and down both sides of the infeed chute accessible to the operator. The bar controls the feed system and shall have a 4-Position valve stop, forward, stop and reverse functions. This allows for the added safety for the operator because whether the bar is pulled or pushed fully in either direction, the feed wheels will not feed material into the machine. 3-Position control bars are not acceptable		
5. Infeed Pull Cables	Dual Safety Pull Cables located in the infeed chute for enhanced operator safety. When either cable is activated, they pull the safety control into the reverse position reversing the feed wheels		
6. Top Feed Wheel	Horizontal feed wheel designed to help eliminate binding and vine wrapping shall be a minimum of 14 1/2" wide x 18" in diameter. Feed wheel shall be equipped with a combination of serrated teeth and knife bars for positive grabbing of large diameter logs and brushy material. Top feed wheel compression system with spring-assisted down pressure provides 3,300 lb/ft of pulling force and 1,500 lbs. of crushing power.		



BID SPECIFICATIONS

MORBARK MODEL BEEVER M12R OR EQUIVALENT
SPECIFICATIONS FOR TRAILER MOUNTED DRUM STYLE BRUSH CHIPPER

BEEVER MODEL M12R

7. Top Feed Mount	Mounted in a support to allow the entire assembly to travel up to 12" above the infeed bottom		
8. Top Feed Roller	Top Feed Roller shall have the capability to be hydraulically raised for access to the anvil by using the valve provided. This will ensure quick maintenance in the field. A 1" diameter lock pin that extends across the width of the entire feed opening shall also be provided		
9. Bottom Feed Wheel	Horizontal feed wheel designed to help eliminate binding and vine wrapping shall be a minimum of 14 1/2" wide x 9 1/2" in diameter. Feed wheel shall be equipped with a combination of serrated teeth and knife bars for positive grabbing of large diameter logs and brushy material		
10. Bottom Feed Motor	Bottom feed wheel shall be driven by a hydraulic motor solidly connected to the feed wheel shaft by a B-Loc hub. The assembly shall be enclosed by a metal guard		
11. Feed Wheel Pivot Arm	Constructed of 3/8" plate sides and 3/8" plate top		
12. Pivot Arm Shaft	Pivots on 1-1/4" shaft, and can be removed easily. Shaft can be lubricated and is mounted through graphite impregnated bushings at each end for long life and ease of movement		
13. Feed Wheel Raise	Feed wheel may be hydraulically raised for access to the anvil. A 1" diameter lock pin shall also be provided		
14. Winch Package	Heavy Duty, 5000# pull capacity with rope and 10' chafe guard		

HYDRAULIC SPECIFICATION

		MEETS	DEVIATES
1. Hydraulic Tank	17 gallon lockable reservoir with sight gauge and clean-out door		
2. Hydraulic Filter	Filter: 10 micron, Spin-on type		
3. Hydraulic Pump	Pump: Vickers Vane type, 4 gallon ring		
4. Hydraulic Valve	Valve: 4 positions - valve fitting has 1/4" NPT hole to mount pressure gauge for routine maintenance checks		
5. Hydraulic Motors	Hydraulic motors: top feed wheel 45 cu. in. minimum, bottom wheel 22.8 cu. in. minimum		
6. Cylinders	Cylinders: One energy Model 204 O-ring cylinder mounted on each side of feed wheel pivot arm to absorb shock and assist in lifting the feed wheel for routine maintenance		
7. Auto Feed System	Unit shall be equipped with a reversing automatic feed system		

SAFETY ITEMS

		MEETS	DEVIATES
1. Safety Features	Safety features include a Chipper hood engine disable plug, last chance pull cables and drum lock bar.		

COLOR

		MEETS	DEVIATES
1. Standard	Manufacturers standard Orange		
2. Morthane	Painted with Morthane, a two component urethane paint finish. Base coat shall be a DynaPrime Gray Sealer Plus Primer for corrosion resistance, followed by a urethane top coat based on design for use in agricultural fleet refinishing and heavy industrial equipment markets. Provides excellent color retention, and chip resistance. Application to be applied electrostatically drawing paint into hard to reach areas		
3. Resistant	Chemically resistant for spills against antifreeze, diesel fuel, And hydraulic fluid, with built in UV protection		

BID SPECIFICATIONS

MORBARK MODEL BEEVER M12R OR EQUIVALENT
SPECIFICATIONS FOR TRAILER MOUNTED DRUM STYLE BRUSH CHIPPER



BEEVER MODEL M12R

One (1) Year / 1,500 hours and Two (2) Year / 3,000 Hour Morbark component coverage

Please Explain any Deviations:



100

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

March 10, 2016

The Honorable Patti Carroll
Mayor, City of Fairview
7100 City Center Way
Fairview, TN 37062

Re: Fairview Middle School
Fairview, Williamson
PIN: 117004.00
Federal Project Number: SRTS/STP-M-9400(54)
State Project Number: 94LPLM-F3-046
Agreement Number: 120027

Dear Mayor Carroll:

I am attaching an amendment to the original contract. The amendment extends the contract date with a new Amendment 2. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Denise Baker at 615-741-7015 or denise.baker@tn.gov.

Sincerely,

A handwritten signature in blue ink that reads "Whitney Sullivan".

Whitney Sullivan
Transportation Manager

Attachment

Amendment Number: 2

Agreement Number: 120027

Project Identification Number: 117004.00

Federal Project Number: SRTS/STP-M-9400(54)

State Project Number: 94LPLM-F3-046

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FAIRVIEW (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Safe Routes to School: Fairview Middle School

1. The language of AGREEMENT # 120027 Amendment 1 dated July 18, 2014 Section B.2(a) is hereby deleted in its entirety.
2. The following is added as B.2(a) .

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 6, 2016**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be affected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.
3. Exhibit A for AGREEMENT # 120027 dated June 7, 2012, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2 .

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FAIRVIEW

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____

**Patti L. Carroll
Mayor**

Date

By: _____

**John C. Schroer
Commissioner**

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____

**Larry Cantrell
Attorney**

Date

By: _____

**John Reinbold
General Counsel**

Date

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

EXHIBIT "A" for Amendment 2

CONTRACT NUMBER: 120027

PROJECT IDENTIFICATION NUMBER: 117004.00

FEDERAL PROJECT NUMBER: SRTS/STP-M-9400(54)

STATE PROJECT NUMBER: 94LPLM-F3-046

PROJECT DESCRIPTION: Construction of sidewalk and one crosswalk in the vicinity of Fairview Middle School.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycle/Pedestrian Facility

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	SRTS	100	0	0	\$4,000.00
PE-NEPA	L-STP	80	0	20	\$25,000.00
PE-DESIGN	SRTS	100	0	0	\$5,386.00
PE-DESIGN	L-STP	80	0	20	\$37,500.00
RIGHT-OF-WAY	SRTS	100	0	0	\$14,079.00
RIGHT-OF-WAY	L-STP	80	0	20	\$39,280.00
CONSTRUCTION	L-STP	80	0	20	\$174,790.00
TDOTES	L-STP	80	0	20	\$1,790.00
CONSTRUCTION	L-STP	100	0	0	\$2,420.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that the Department's expenses associated with the project during construction are covered. The anticipated Department expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A., Section 133, Surface Transportation Program
SRTS: 23 U.S.C.A., Section 401 et seq.
SAFETEA-LU, Section 1404

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

For federal funds included in this Agreement, the requirements detailed in CFDA Number 20.205-Highway Planning and Construction are included as a part of this Agreement by reference and the Agency shall comply with the requirements detailed in CFDA Number 20.205 in the performance of this Agreement.



IDE

**INTERLOCAL COOPERATION AGREEMENT
21ST JUDICIAL DISTRICT DRUG TASK FORCE**

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individuals hold at the time this Agreement is signed. The governing body represented herein has agreed to be part of the 21st Judicial District of the State of Tennessee.

WHEREAS, Tennessee Code Annotated, Section 12-9-101, *et seq.*, authorizes public agencies to enter into interlocal cooperation agreements; and

WHEREAS, Tennessee Code Annotated, Section 8-7-110, as amended by the Public Acts of 2004, authorizes any law enforcement officer or assistant district attorney general or district attorney general criminal investigator, hired or assigned to a drug task force, to enforce the laws of the State of Tennessee related to the investigation and prosecution of drug cases by conferring the same rights, powers, duties, and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction; and

WHEREAS, the local governments that are parties to this Agreement are to avail themselves of all authority conferred by these statutes, and any other provisions of law, to create and operate a drug task force for the 21st Judicial District; and

WHEREAS, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional drug task force is created.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PURPOSE:** The purpose of the 21st Judicial District Drug Task Force (hereinafter "DTF") is to consolidate the effort, information, experience, and resources of the individual law enforcement agencies within the district in order to effectively investigate drug cases. This Agreement does not prohibit or otherwise restrict the law enforcement agencies which are parties to this Agreement from continuing to investigate drug cases within the jurisdiction in which such agency operates.
2. **BOARD OF DIRECTORS:** The DTF shall be governed by the Board of Directors (hereinafter "Board"). The Board shall be comprised of the chief law enforcement officer for each city and/or county within the 21st Judicial District that is a party to this Agreement. Other local governmental entities within the 21st Judicial District may become a party to this Agreement through written notification to the Board of Directors, and approval by the governing body of the entity and acceptance of this Agreement's terms and conditions. The District Attorney General for the 21st Judicial District shall also be a voting member of the Board.

Meetings. The Board or the DTF Director will establish the time, date, and place for its regular meetings. Regular meetings shall be held a minimum of four (4) times per year. Special meetings of the Board shall be called upon the request of the Chairman or of one-third of the Board members. Notices of all meetings of the Board shall be sent by the Director of the DTF by e-mail or by regular mail at least ten (10) days prior to the meeting. Notice of any particular meeting may be given to some Board members in one manner and to the remaining Board members in a different manner. Public notice of board meetings will comply with applicable state law.

Quorum. Except as otherwise provided herein, a majority of the Board members shall constitute a quorum for the transaction of business. Except as otherwise provided herein, a majority of the quorum will rule.

Compensation. Members of the Board will serve without additional compensation.

Authority. The Board is responsible for the overall policy and direction of the DTF. The duties of the Board include, but are not limited to the following:

1. Selecting a DTF Director. Such person may be assigned from a participating law enforcement agency or governmental entity or hired in addition to assigned personnel.
2. Approving assignment, discharge, suspension, or transfer of DTF personnel.
3. Overseeing the finances of the DTF to ensure compliance with the procedures required by the State Comptroller, federal grants, and any internal financial policies established by the Board.
4. Review annually all Memorandums of Understandings, Inter-agency Agreements, Mutual Aid Agreements and any other pertinent agreements.

Officers of the Board. One member of the Board will be elected by the Board members as Chairman. The Chairman shall hold that position for a period of one (1) year from the date of election. The Board may elect other officers as the Board deems appropriate.

Voting. Each member of the Board will have an equal vote in the conduct of its business. Voting by proxy is not permissible.

Nonliability of Board members. The Board members shall not be personally liable for the debts, liabilities or other obligations of the DTF.

3. **DRUG TASK FORCE DIRECTOR:** The Board shall employ a Director to supervise the day-to-day business of the DTF. The Director shall be responsible for implementing policies approved by the Board and for reporting to the Board at each meeting. The Director's compensation and authority shall be determined by the Board. The Director shall not be entitled to vote at Board meetings. The duties of the Director include, but are not limited to the following:
1. Select a DTF Office Manager, and/or other necessary office personnel, and receive approval from the Board for such selection(s).
 2. Approve expenditure of DTF funds and maintain account of such funds as required by the State Comptroller, federal grant, and internal financial procedures established by the Board.
 3. Ensure the timely preparation of all reports on DTF activities.
 4. Prepare press releases and press information pertaining to the DTF.
 5. Prepare policies and procedures for DTF personnel, and receive approval from the Board for the implementation of such policies and procedures.
 6. Enter into agreements, leases, and/or contracts on behalf of the DTF. The Director does not have to seek approval from the Board for agreements, leases, and/or contracts pertaining to the day-to-day operations of the DTF; however, such agreements, leases, and/or contracts must be accounted for within the budget and/or quarterly financial statement provided to the Board. The Board may set a maximum financial obligation which may be implemented through the authority of the Director, to set a standard by which approval must be sought prior to the implementation of agreements, leases and/or contracts pertaining to the DTF.
4. **FINANCES:** The financial matters of the DTF shall be conducted in accordance with all applicable state and federal laws.

Judicial District Drug Fund. A joint fund shall be established for the monies necessary for DTF operations. Such fund shall be maintained in the office of the Trustee in the county designated by the Board. This fund shall be known as the "Judicial District Drug Fund." All monies including, but not limited to, local government contributions, fines, grant proceeds, seizures, and forfeitures for the benefit of the DTF shall be deposited in this fund.

Disbursement of Judicial District Drug Fund. Monies from the Judicial District Drug Fund may be disbursed upon request by the DTF Director.

Disbursements shall be subject to the limitations established by the Board in accordance with state and federal law.

Contributions and Distribution of Income: All contributions by individual agencies that are members of the DTF along with any individualized agreements relating to the distribution of income and/or seized assets between the DTF and individual agencies will be pursuant to Memorandums of Understanding between the DTF and the respective individual agencies. These agreements will be approved by the District Attorney General, the chief law enforcement officer of the respective agency and the Director of the DTF. All distribution of income and/or seized property will comply with any and all applicable Tennessee state law.

Budget. The DTF Director shall prepare an annual budget on or before June 1st of each year designating the manner in which the Judicial District Drug Fund shall be disbursed. Such budget shall be approved by the Board prior to disbursement.

Purchasing. The Board may adopt policies and procedures concerning purchasing. The purchasing procedure of the DTF must comply with the purchasing procedure of the county wherein the DTF headquarters is located as well as any other applicable state and/or federal law.

Accounting and Reporting. The DTF must maintain the finances and records pertaining to such finances in accordance with state and federal law. The DTF Director shall file a quarterly financial report with the Board.

Audit. An annual audit shall be conducted of the funds maintained by the DTF. The audit will be made by the State Comptroller or a private accountant employed via a majority vote of the Board.

5. **PROPERTY OF THE DTF:** The DTF shall have the authority to maintain control over personal and real property.

Personal Property and Equipment. The personal property and equipment contributed to or purchased by the DTF shall remain the property of the DTF for so long as the DTF is operational. The property and equipment supplied through employees assigned to the DTF that remain employees of a law enforcement agency and/or governmental entity, shall remain the property of the law enforcement agency and/or governmental entity unless otherwise designated in writing.

Real Property. The DTF has the authority to purchase real property and hold such property in the name of the DTF. Any purchase of real property made by the DTF must be made with the authorization of the Director after receipt of approval by a majority of the Board.

Disposal of DTF Property. Obsolete or surplus property of the DTF may be disposed of at the discretion of the DTF Director. In the event the DTF is dissolved or disbanded, real and personal property in the custody and control of the DTF shall be disposed of by the Board to the law enforcement agencies and/or governmental entities that are parties to this agreement or in accordance with state law, as a Court of competent jurisdiction, in any county in which the DTF operates within the 21st Judicial District shall direct.

6. **PERSONNEL:** Any assignment of a law enforcement officer, assistant district attorney general, or district attorney general investigator assigned to the DTF shall have such assignment in writing, provided by the chief law enforcement official of the assigning jurisdiction; including, but not limited to, sheriff departments, police departments, task forces, state law enforcement agencies, and district attorney general's office, and shall not become effective until approved by the Board. As stated herein, the Director has the authority to hire personnel for the DTF, including agents and/or office staff, after receiving approval for such hire from the Board. Pursuant to Tennessee Code Annotated, Section 8-7-110, any law enforcement officer employed by or assigned to the DTF must meet the minimum certification requirements of the peace officers standards and training commission; provided, however, that such officer shall not be entitled to receive a police pay supplement for that certification.

Commission. The director of the DTF shall have the authority to commission personnel assigned to or hired by the DTF with the approval of the District Attorney General for the 21st Judicial District.

Status and Benefits. Any law enforcement officer assigned to the DTF shall remain an employee of the law enforcement agency making the assignment for the purpose of compensation and benefits. Salaries of such officers shall be paid by the respective law enforcement agency making the assignment. A law enforcement officers assigned to the DTF shall retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration, and Worker's Compensation, with the assigning agency.

Assignment and Transfer. Each law enforcement agency and/or governmental entity that is a party to this Agreement, may recommend law enforcement officers for assignment to the DTF. The officer, the assigning agency, the Director, or the Board may request assignment changes regarding the officer's position with the DTF. Any assignment or change in assignment pertaining to an officer, with respect to the DTF, shall be subject to Board approval. Any law enforcement officer assigned by the DTF shall follow the policies and procedures of the assigning agency as well as those established by the Director for the DTF.

7. **AUTHORITY OF DTF AGENTS:** Any law enforcement officer or assistant district attorney general or district attorney general criminal investigator assigned to or hired by the DTF shall have the same rights, powers, duties, and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction. Such individuals shall also have the same rights,

powers, duties, and immunities statewide as such officer has within the 21st Judicial District; provided, that investigations conducted outside the officer's jurisdiction originated within the officer's own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exists a mutual aid agreement between the judicial districts or multi-judicial district task forces approved by each district attorney general. *See* Tennessee Code Annotated, Section 8-7-110. Any law enforcement officer, who is employed directly by the 21st Judicial District Drug Task Force and has been conferred law enforcement powers, shall have all the police powers necessary to enforce all State laws, including all traffic laws, the power to serve and execute warrants, arrest offenders, and issue citations.

8. **IMMUNITIES OF DTF AGENTS:** Notwithstanding any other provision of law to the contrary, concerning members of judicial district task forces relating to the investigation and prosecution of alleged drug violations, if a claim or suit should be filed against an individual and it is proven that: (1) at the time of the alleged incident the individual was a member of the DTF who was properly certified to the board of claims pursuant to state law; and (2) the alleged liability arose out of the individual's activities as a DTF member; then it shall be conclusively deemed that the individual was not an employee, agent, or servant of a local government but was a volunteer to the state. To the extent any conflict exists concerning liability or jurisdiction of the members of the DTF relating to the investigation and prosecution of, but not limited to, drug cases between the provisions established by state law and any mutual aid or interlocal agreement entered into by the DTF, then state law shall take precedence over any such agreement. *See* Tennessee Code Annotated, Section 8-7-110.
9. **QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS:** Pursuant to Tennessee Code Annotated Section 8-42-101(3)(C), the 21st DTF will comply with all requirements of Chapter 0620-3-5 of the Rules of the Tennessee Department of Finance and Administration relating to the qualifications for certifying members and board of directors of judicial drug task forces relating to the investigation and prosecution of drug cases for the purpose of state liability protection.
10. **DURATION AND TERMINATION OF AGREEMENT:** The duration of the DTF is perpetual. A party to this Agreement may withdraw at any time by providing written notice to the Board at least thirty (30) days prior to such withdrawal. The DTF may be dissolved upon the vote of a majority of the Board and the approval of the District Attorney General of the 21st Judicial District. Upon such vote, the DTF will wind up its affairs in accordance with the provisions outlined herein.
11. **CONSTRUCTION:** Should any of the provisions or portions of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of the Agreement shall be unaffected by such holding.

12. **EFFECT:** This Agreement shall take effect upon the approval of the governing body of the appropriate political subdivision. Approval will be evidenced by and through the signatures of duly authorized representatives as affixed hereto. Notwithstanding the requirements of qualifications for certifying members of the Task Force and members of the Board of Directors, as defined above, the term of this Agreement will remain in effect until such time as the Board of Directors dissolve the DTF or, the governing body of the agency that is a party to this Agreement terminates the Agreement by providing thirty (30) days written notice. If a participating agency does not seek approval of this Agreement, such agency will be precluded from participation on the Board or as an assigning agency of the 21st DTF.

Pursuant to Tennessee Code Annotate § 12-9-104, regarding joint powers agreements, and as evidenced by the signatures below, the Commissioners for the City of Fairview by and thru their duly authorized representatives, approves this Interlocal Cooperation Agreement for the 21st Judicial District Drug Task Force, and in so doing, authorizes joint and/or cooperative action between the City of Fairview Police Department and the 21st Judicial District Drug Task Force:

CITY OF FAIRVIEW, TENNESSEE

DATE:

APPROVED

*Pattie Carroll, MAYOR
City of Fairview, Tennessee*

DATE:

APPROVED AS TO FORM

*Larry Cantrell, ATTORNEY
City of Fairview, Tennessee*

City of Fairview Police Department

7100 City Center Way Fairview, TN 37062

OFFICE (615) 799-2435 DISPATCH (615) 799-2431 FAX (615) 799-0035

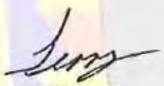
TERRY HARRIS

POLICE

CHIEF OF

To: Mayor Carroll and Fairview Board of Commissioners
From: Police Chief Terry Harris
Date: March 30, 2016
Re: Vacation

As you know, due to persistent personnel shortages, the police department has been operating below minimum staffing levels. Because of this, several of our personnel will have accumulated significant amounts of vacation time. Much of this time will exceed the amount of time permissible for roll over to the next fiscal year. In order to maintain minimum staffing levels, any personnel that are allowed to take vacation time will have to be covered by another officer at a rate of time and a half. Preliminary estimates show that the overtime cost will be at approximately \$40,000.00 as opposed to \$27,000.00 if the personnel are paid for any vacation in excess of permissible roll over time.


Terry Harris
Chief of Police

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Bill # 2016-07ORDINANCE NO. 921**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW,
TENNESSEE, BUDGET FOR FISCAL YEAR 2015 – 2016 BUDGET****Be it Ordained by the City of Fairview, Tennessee as follows:**

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Budget for Fiscal Year 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) should be amended to reflect the final expenditures for the Fiscal Year, and:

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2015 – 2016 budget by passage of Ordinance Number 891 on June 30, 2015, and

WHEREAS, pursuant to the Tennessee state Constitution, Article II, Section 24, no public money shall be expended except pursuant to appropriations made by law, and

WHEREAS, pursuant to Tennessee Code Annotated § 6-56-209, the Board of Commissioners has the authority to authorize the Finance Director to transfer money from one appropriation to another within the same fund, and

NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2015-2016 BUDGET AS FOLLOWS:

Section 1. Ordinance 891 is hereby amended to appropriate \$44,000 State Street Aid Funds to Purchase a Chipper for the Street Department.

General Fund**Appropriate From Street Aid Fund Balance**

Account #	Current Balance	Appropriation	New Balance
110-27100	\$157,347.00	\$ 44,000.00	\$113,347.00

Expenditures

Account #	Current Budget	Amendment Amt	New Budget Amt
110-43190-940	\$ 0	\$ 44,000.00	\$ 44,000.00

Section 2. The Financial Officer is hereby authorized to make said changes in the accounting system.

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of

competent jurisdiction; such holding will not affect any other portion of this Ordinance.

BE IT FINALLY ORDAINED, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading
