

9A

ORDINANCE 2023-04

AN ORDINANCE TO AMEND TITLE 4, CHAPTER 2, MISCELLANEOUS PERSONNEL REGULATIONS AND TO ADOPT PERSONNEL RULES FOR THE CITY OF FAIRVIEW, TN

WHEREAS, the City of Fairview has previously adopted personnel policies as provided in Ordinance #615 adopted April 6, 2006 (as amended) and amended last by Ordinance #875 May 7, 2015; and

WHEREAS, the City Commission desires to repeal the current personnel policy in its entirety along with all prior personnel policies and amendments thereto to adopt a new personnel policy for the City of Fairview; and

WHEREAS, the City Commission recognizes the importance of adopting a personnel policy (Personnel Rules) for the management of the employer-employee relationship; and

WHEREAS, the purpose of such Personnel Rules is to establish a high degree of understanding and cooperation among the City of Fairview employees, which comes from the application of good procedures in personnel administration, and to provide standard policies for all employees; and to provide uniform policies with all the benefits such a program ensures without regard to memberships in protected classes; and

WHEREAS, from time-to-time new technologies, changes in state and federal legislations, or emerging managerial practices dictate the need to revise and update such policies and procedures.

NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FAIRVIEW, TENNESSEE AS FOLLOWS:

Title 4, Chapter 2, Miscellaneous Personnel Regulations, Sections 4-201 through 4-209, are hereby repealed in their entirety and replaced with the following:

4-201. Personnel rules and regulation. The City Commission, by ordinance, may establish and revise a system of personnel rules and regulations. Such rules and regulations shall be maintained by the City Manager and made available to all departments and employees.

This ordinance shall become effective immediately upon its passage the public welfare requiring it.

Passed on First Reading this 20th day of April, 2023

Passed Second Reading this _____ day of _____, 2023

Lisa Anderson, Mayor

Rachel Jones, City Recorder

Patrick M. Carter, City Attorney

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ORDINANCE 2023-05

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 2 ACRES OF PROPERTY LOCATED AT 2065 FAIRVIEW BLVD, CONSISTING OF WILLIAMSON COUNTY TAX MAP 042H C, PARCEL 012.00, FROM RS-40 SINGLE FAMILY RESIDENTIAL TO C-1 COMMERCIAL ZONING, PROPERTY OWNER: SOUTHEAST INVESTMENT PARTNERS

WHEREAS, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 2 acres of property consisting of Williamson County tax map 042H C, parcel 012.00, located at 2065 Fairview Blvd, from RS-40 Single Family Residential to C-1 Commercial Zoning, property owners: Southeast Investment Partners; and

WHEREAS, said property to be rezoned from RS-40 (Single Family Residential) to C-1 (Commercial Zoning) is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on April 11, 2023, with a **positive** recommendation for approval without conditions; and

WHEREAS, that all ordinances or parts of ordinances in conflict are hereby repealed; and

NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AS FOLLOWS:

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 2 acres of property consisting of Williamson County tax map 042H C, parcel 012.00, located at 2065 Fairview Blvd, from RS-40 Single Family Residential to C-1 Commercial Zoning, as requested by owner Southeast Investment Partners, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.

COX PIKE



FAIRVIEW
BLVD

PARCEL PROPOSED FOR REZONING:
2065 FAIRVIEW BLVD
MAP 042H C, PARCEL 012.00
2 ACRES
RS-40 TO C-1 COMMERCIAL
OWNER: SOUTHEAST INVESTMENT PARTNERS

Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

Published for public notice on:

In:

Main Street Fairview Newspaper
Publication

10 B

ORDINANCE NO. 2023-06

AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2022 – 2023 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 2022 – 2023 (beginning July 1, 2022 and running through June 30, 2023) 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 2022 – 2023 budget by passage of Ordinance Number 2022-23 on June 2, 2022, 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 2016-2017 BUDGET AS FOLLOWS:

Section 1. Ordinance 2022-23 is hereby amended to reflect transfers of appropriations in the amount of \$1,740,486.00 in the General Fund, \$35,000.00 in the State Street Aid Fund, and \$5,000.00 in the Drug Fund. Budget totals remain the same as the original budget for all funds.

General Fund				
			Decrease Line Item	Increase Line Item
110	41113	378	\$ -	\$ 1,250.00
110	41113	925	\$ -	\$ 214,761.00
110	41113	948	\$ -	\$ 2,000.00
110	41114	110	\$ -	\$ 63,000.00
110	41114	112	\$ 5,000.00	\$ -
110	41114	113	\$ 250.00	\$ -
110	41114	119	\$ -	\$ 1,500.00
110	41114	141	\$ -	\$ 1,200.00
110	41114	142	\$ -	\$ 2,000.00
110	41114	143	\$ -	\$ 12,000.00
110	41114	147	\$ -	\$ 1,500.00
110	41114	201	\$ -	\$ 1,000.00
110	41114	206	\$ -	\$ 1,000.00
110	41114	208	\$ -	\$ 13,000.00
110	41114	209	\$ -	\$ 54,000.00

110	41114	237	\$	-	\$	1,500.00
110	41114	238	\$	20,000.00	\$	-
110	41114	240	\$	-	\$	20,000.00
110	41114	245	\$	-	\$	20,000.00
110	41114	266	\$	-	\$	20,000.00
110	41114	272	\$	-	\$	5,000.00
110	41114	273	\$	-	\$	19,000.00
110	41114	274	\$	2,500.00	\$	-
110	41114	278	\$	-	\$	10,000.00
110	41114	305	\$	6,000.00	\$	-
110	41114	308	\$	6,000.00	\$	-
110	41114	309	\$	-	\$	10,000.00
110	41114	310	\$	-	\$	1,000.00
110	41114	317	\$	-	\$	10,000.00
110	41114	332	\$	1,200.00	\$	-
110	41114	506	\$	-	\$	5,000.00
110	41114	529	\$	250.00	\$	-
110	41114	531	\$	1,000.00	\$	-
110	41114	908	\$	-	\$	15,000.00
110	41114	910	\$	20,000.00	\$	-
110	41114	913	\$	-	\$	1,150.00
110	41114	916	\$	-	\$	16,000.00
110	41114	948	\$	20,000.00	\$	-
110	41114	963	\$	-	\$	90,000.00
300	41114	637	\$	-	\$	13,500.00
300	41114	964	\$	79,000.00	\$	-
110	41210	110	\$	30,000.00	\$	-
110	41210	112	\$	-	\$	100.00
110	41210	113	\$	-	\$	7,400.00
110	41210	141	\$	2,000.00	\$	-
110	41210	142	\$	500.00	\$	-
110	41210	143	\$	6,000.00	\$	-
110	41210	255	\$	500.00	\$	-
110	41210	308	\$	-	\$	250.00
110	41210	310	\$	-	\$	500.00
110	41210	314	\$	-	\$	250.00
110	41210	948	\$	1,000.00	\$	-
110	41500	110	\$	20,000.00	\$	-
110	41500	141	\$	1,000.00	\$	-
110	41500	142	\$	250.00	\$	-
110	41500	143	\$	2,000.00	\$	-
110	41500	207	\$	-	\$	2,800.00
110	41500	281	\$	-	\$	7,000.00
110	41500	299	\$	-	\$	6,000.00
110	41500	312	\$	100.00	\$	-
110	41711	112	\$	-	\$	1,000.00
110	41711	401	\$	-	\$	1,000.00

110	41711	202	\$	-	\$	1,500.00
110	41711	254	\$	1,000.00	\$	-
110	41711	258	\$	400.00	\$	-
110	41711	300	\$	-	\$	1,500.00
110	41711	302	\$	-	\$	2,000.00
110	41711	310	\$	1,800.00	\$	-
110	41711	342	\$	-	\$	500.00
110	41711	359	\$	100.00	\$	-
110	41711	362	\$	-	\$	500.00
110	41711	450	\$	500.00	\$	-
110	41711	454	\$	500.00	\$	-
110	41711	948	\$	9,000.00	\$	-
110	41711	963	\$	1,000.00	\$	-
110	42100	110	\$	-	\$	91,175.00
110	42100	112	\$	4,000.00	\$	-
110	42100	114	\$	4,500.00	\$	-
110	42100	119	\$	-	\$	500.00
110	42100	121	\$	500.00	\$	-
110	42100	132	\$	4,000.00	\$	-
110	42100	143	\$	12,000.00	\$	-
110	42100	203	\$	-	\$	1,500.00
110	42100	401	\$	-	\$	2,800.00
110	42100	208	\$	-	\$	25,000.00
110	42100	261	\$	-	\$	24,500.00
110	42100	283	\$	-	\$	1,200.00
110	42100	308	\$	5,000.00	\$	-
110	42100	324	\$	-	\$	750.00
110	42100	387	\$	-	\$	2,000.00
110	42100	901	\$	1,000.00	\$	-
110	42100	902	\$	-	\$	1,000.00
110	42100	939	\$	-	\$	12,000.00
110	42100	944	\$	46,750.00	\$	-
110	42100	949	\$	-	\$	46,750.00
110	42200	112	\$	-	\$	7,000.00
110	42200	116	\$	4,000.00	\$	-
110	42200	119	\$	3,000.00	\$	-
110	42200	143	\$	8,500.00	\$	-
110	42200	401	\$	-	\$	400.00
110	42200	203	\$	-	\$	1,000.00
110	42200	240	\$	-	\$	5,000.00
110	42200	324	\$	-	\$	800.00
110	42200	409	\$	14,000.00	\$	-
110	42200	412	\$	-	\$	1,600.00
110	42200	413	\$	-	\$	2,500.00
110	42200	420	\$	16,000.00	\$	-
110	42200	427	\$	-	\$	2,500.00
110	42200	428	\$	-	\$	9,500.00

110	42200	429	\$	-	\$	2,000.00
110	42200	430	\$	-	\$	12,000.00
110	42200	433	\$	-	\$	6,500.00
110	42200	435	\$	-	\$	2,000.00
110	42200	436	\$	100.00	\$	-
110	42200	442	\$	2,500.00	\$	-
110	42200	474	\$	-	\$	600.00
110	42200	948	\$	4,000.00	\$	-
110	42200	909	\$	8,520.00	\$	-
110	42200	927	\$	-	\$	2,000.00
110	42200	944	\$	-	\$	41,500.00
110	42200	949	\$	-	\$	18,000.00
110	42200	950	\$	-	\$	90,000.00
110	42200	952	\$	-	\$	175,000.00
110	43800	112	\$	-	\$	1,200.00
110	43800	202	\$	3,000.00	\$	-
110	43800	218	\$	250.00	\$	-
110	43800	254	\$	-	\$	155,000.00
110	43800	269	\$	4,000.00	\$	-
110	43800	310	\$	1,400.00	\$	-
110	43800	311	\$	500.00	\$	-
110	43800	378	\$	150.00	\$	-
110	43800	450	\$	1,000.00	\$	-
110	43800	454	\$	1,000.00	\$	-
110	43800	915	\$	30,000.00	\$	-
110	43800	948	\$	17,000.00	\$	-
110	43800	963	\$	500.00	\$	-
110	43000	112	\$	-	\$	2,000.00
110	43000	143	\$	-	\$	12,000.00
110	43000	218	\$	100.00	\$	-
110	43000	220	\$	500.00	\$	-
110	43000	297	\$	400.00	\$	-
110	43000	308	\$	800.00	\$	-
110	43000	309	\$	750.00	\$	-
110	43000	310	\$	500.00	\$	-
110	43000	324	\$	800.00	\$	-
110	43000	453	\$	-	\$	9,750.00
110	43000	467	\$	6,000.00	\$	-
110	43000	477	\$	-	\$	1,300.00
110	43000	908	\$	20,000.00	\$	-
110	43000	963	\$	1,000.00	\$	-
110	44700	110	\$	59,000.00	\$	-
110	44700	112	\$	2,000.00	\$	-
110	44700	113	\$	5,000.00	\$	-
110	44700	141	\$	2,000.00	\$	-
110	44700	142	\$	500.00	\$	-
110	44700	401	\$	4,000.00	\$	-

110	44700	258	\$	-	\$	500.00
110	44700	324	\$	-	\$	1,500.00
110	44700	476	\$	250.00	\$	-
110	44700	478	\$	9,500.00	\$	-
110	44700	479	\$	-	\$	500.00
110	44700	963	\$	1,000.00	\$	-
112	44700	495	\$	-	\$	70,000.00
112	44700	943	\$	-	\$	200,000.00
112	27100		\$	270,000.00	\$	-
110	43000	964	\$	880,366.00	\$	-
			\$	1,700,486.00	\$	1,700,486.00

Street Aid Fund

			Decrease Line Item				Increase Line Item
121	43000	342	\$	-	\$	2,000.00	
121	43000	343	\$	-	\$	1,000.00	
121	43000	931	\$	35,000.00	\$	-	
121	43000	940	\$	-	\$	28,000.00	
121	43000	961	\$	-	\$	4,000.00	
			\$	35,000.00	\$	35,000.00	

Drug Fund

			Decrease Line Item				Increase Line Item
619	42100	373	\$	-	\$	5,000.00	
619	42100	954	\$	5,000.00	\$	-	
			\$	5,000.00	\$	5,000.00	

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

BOARD OF COMMISSIONERS

				GENERAL FUND		
ACCT	FUNCT	OBJ	OPERATING EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
Personnel						
110	41113	161	BOC COMPENSATION	\$ 57,600	\$ -	\$ 57,600
110	41113	141	OASI (EMPLOYERS'S SHARE)	\$ 3,571	\$ -	\$ 3,571
110	41113	142	MEDICARE (EMPLOYER'S SHARE)	\$ 835	\$ -	\$ 835
Total Personnel				\$ 62,006	\$ -	\$ 62,006
Operating						
110	41113	170	TRAVEL & TRAINING - MAYOR	\$ 500	\$ -	\$ 500
110	41113	171	TRAVEL & TRAINING - SEAT 1	\$ 500	\$ -	\$ 500
110	41113	172	TRAVEL & TRAINING - SEAT 2	\$ 500	\$ -	\$ 500
110	41113	173	TRAVEL & TRAINING - SEAT 3	\$ 500	\$ -	\$ 500
110	41113	174	TRAVEL & TRAINING - SEAT 4	\$ 500	\$ -	\$ 500
110	41113	201	DUES	\$ 100	\$ -	\$ 100
110	41113	202	SUBSCRIPTIONS	\$ 100	\$ -	\$ 100
110	41113	211	COMMUNITY DEVELOPMENT - MAYOR	\$ 2,000	\$ -	\$ 2,000
110	41113	212	COMMUNITY DEVELOPMENT - SEAT 1	\$ 2,000	\$ -	\$ 2,000
110	41113	213	COMMUNITY DEVELOPMENT - SEAT 2	\$ 2,000	\$ -	\$ 2,000
110	41113	217	PRESENTATIONS & AWARDS	\$ 250	\$ -	\$ 250
110	41113	220	PRINTING AND DUPLICATING	\$ 100	\$ -	\$ 100
110	41113	223	COMMUNITY DEVELOPMENT - SEAT 1	\$ 2,000	\$ -	\$ 2,000
110	41113	224	COMMUNITY DEVELOPMENT - SEAT 2	\$ 2,000	\$ -	\$ 2,000
110	41113	258	CELL PHONES	\$ 2,800	\$ -	\$ 2,800
110	41113	270	BOC WORK SESSIONS	\$ 1,000	\$ -	\$ 1,000
110	41113	299	SUNDRY	\$ 250	\$ -	\$ 250
110	41113	310	OFFICE SUPPLIES	\$ 100	\$ -	\$ 100
110	41113	311	POSTAGE	\$ 100	\$ -	\$ 100
110	41113	378	UNIFORMS	\$ -	\$ 1,250	\$ 1,250
110	41113	948	COMPUTER EQUIPMENT/SOFTWARE	\$ -	\$ 2,000	\$ 2,000
Total Operating				\$ 17,300	\$ 3,250	\$ 20,550
Capital						
110	41113	925	BASEBALL FIELDS LIGHTING	\$ -	\$ 214,761	\$ 214,761
Total Capital				\$ -	\$ 214,761	\$ 214,761
TOTAL GENERAL FUND EXPENDITURES				\$ 79,306	\$ 218,011	\$ 297,317

0 Full-time employees

DEPARTMENT OF ADMINISTRATION

			GENERAL FUND			
ACCT	FUNCT	OBJ	OPERATING ACCOUNT EXPENDITURES	FY 22/23 Original	FY 22/23 Amendment	FY 22/23 New Budget
			Personnel			
110	41114	110	SALARIES	\$ 363,022	\$ 63,000	\$ 426,022
110	41114	112	OVERTIME	\$ 8,000	\$ (5,000)	\$ 3,000
110	41114	113	PART-TIME	\$ 250	\$ (250)	\$ -
110	41114	119	INCENTIVE PAY	\$ 5,000	\$ 1,500	\$ 6,500
110	41114	141	OASI (EMPLOYERS'S SHARE)	\$ 21,599	\$ 1,200	\$ 22,799
110	41114	142	MEDICARE (EMPLOYER'S SHARE)	\$ 5,067	\$ 2,000	\$ 7,067
110	41114	143	RETIREMENT	\$ 48,163	\$ 12,000	\$ 60,163
110	41114	401	HIRING & RECRUITMENT	\$ -	\$ -	\$ -
			Total Personnel	\$ 451,101	\$ 74,450	\$ 525,551
			Operating			
110	41114	147	UNEMPLOYMENT INSURANCE-CITY WIDE	\$ 4,000	\$ 1,500	\$ 5,500
110	41114	175	CENSUS	\$ -	\$ -	\$ -
110	41114	187	ELECTION	\$ 3,000	\$ -	\$ 3,000
110	41114	201	DUES	\$ 4,000	\$ 1,000	\$ 5,000
110	41114	202	SUBSCRIPTIONS	\$ 1,200	\$ -	\$ 1,200
110	41114	206	GNRC	\$ 5,500	\$ 1,000	\$ 6,500
110	41114	208	LEXIPOL	\$ -	\$ 13,000	\$ 13,000
110	41114	209	COUNTY PROPERTY TAX COLLECTION COMMISSIONS	\$ -	\$ 54,000	\$ 54,000
110	41114	218	ADVERTISING	\$ 3,000	\$ -	\$ 3,000
110	41114	228	CODIFICATION OF ORDINANCES	\$ 7,300	\$ -	\$ 7,300
110	41114	229	INTERNET SERVICES	\$ -	\$ -	\$ -
110	41114	237	WEBSITE MAINTENANCE	\$ 3,600	\$ 1,500	\$ 5,100
110	41114	238	EMAIL SYSTEM	\$ 27,000	\$ (20,000)	\$ 7,000
110	41114	240	UTILITIES	\$ 28,000	\$ 20,000	\$ 48,000
110	41114	245	TELEPHONE & INTERNET	\$ 60,000	\$ 20,000	\$ 80,000
110	41114	258	CELL PHONES	\$ 3,000	\$ -	\$ 3,000
110	41114	261	REPAIR & MAIN. MOTOR VEHICLES	\$ 2,000	\$ -	\$ 2,000
110	41114	266	MAINT. & REPAIR - CITY HALL	\$ 10,000	\$ 20,000	\$ 30,000
110	41114	271	CLAIMS	\$ 500	\$ -	\$ 500
110	41114	272	WILLIAMSON COUNTY 1/2 MIXED DRINKS	\$ 12,000	\$ 5,000	\$ 17,000
110	41114	273	LEGAL FEES-RETAINER	\$ 66,000	\$ 19,000	\$ 85,000
110	41114	274	LEGAL FEES-OTHER	\$ 3,000	\$ (2,500)	\$ 500
110	41114	275	PROMOTIONAL MATERIALS	\$ 1,000	\$ -	\$ 1,000
110	41114	278	MOTOROLA SYSTEM MAINT. - PUBLIC SAFETY	\$ 27,500	\$ 10,000	\$ 37,500
110	41114	280	TRAVEL	\$ 1,000	\$ -	\$ 1,000
110	41114	282	LODGING	\$ 1,000	\$ -	\$ 1,000
110	41114	283	MEALS	\$ 750	\$ -	\$ 750
110	41114	299	SUNDRY	\$ 2,000	\$ -	\$ 2,000
110	41114	302	TRAINING	\$ 1,500	\$ -	\$ 1,500
110	41114	304	WILLIAMSON COUNTY DISPATCH	\$ 96,000	\$ -	\$ 96,000
110	41114	305	FILE SERVER	\$ 6,000	\$ (6,000)	\$ -
110	41114	307	OFFICE EQUIPMENT	\$ 1,500	\$ -	\$ 1,500
110	41114	308	OFFICE EQUIPMENT - LEASE	\$ 16,000	\$ (6,000)	\$ 10,000
110	41114	309	OFFICE FURNITURE	\$ 3,000	\$ 10,000	\$ 13,000
110	41114	310	OFFICE SUPPLIES	\$ 2,000	\$ 1,000	\$ 3,000
110	41114	311	POSTAGE	\$ 2,000	\$ -	\$ 2,000
110	41114	317	JULY 4TH EVENT	\$ 20,000	\$ 10,000	\$ 30,000
110	41114	324	CLEANING/JANITORIAL SUPPLIES	\$ 2,400	\$ -	\$ 2,400
110	41114	325	MISC COMMUNITY EVENTS	\$ 20,000	\$ -	\$ 20,000
110	41114	331	FUEL & OIL	\$ 4,800	\$ -	\$ 4,800
110	41114	332	FUEL MANAGEMENT SYSTEM	\$ 1,200	\$ (1,200)	\$ -

DEPARTMENT OF ADMINISTRATION

				GENERAL FUND			
				OPERATING ACCOUNT EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
ACCT	FUNCT	OBJ		Original	Amendment	New Budget	
110	41114	501	WILLIAMSON COUNTY HEALTH DEPT.	\$ 15,000	\$ -	\$ 15,000	
110	41114	505	ANIMAL CONTROL	\$ 20,000	\$ -	\$ 20,000	
110	41114	506	LGC SYSTEM MAINTENANCE	\$ 40,000	\$ 5,000	\$ 45,000	
110	41114	519	MEDICAL, DENTAL, AND VISION INSURANCE - CITY WIDE	\$ 600,000	\$ -	\$ 600,000	
110	41114	525	LIFE & DISABILITY INSURANCE - CITY WIDE	\$ 35,000	\$ -	\$ 35,000	
110	41114	526	WORKER'S COMPENSTION INS-CITY WIDE	\$ 80,000	\$ -	\$ 80,000	
110	41114	527	PROPERTY INSURANCE-CITY WIDE	\$ 16,500	\$ -	\$ 16,500	
110	41114	528	LIABILITY INSURANCE-CITY WIDE	\$ 130,000	\$ -	\$ 130,000	
110	41114	529	MISC BOC/COMMISSIONS	\$ 250	\$ (250)	\$ -	
110	41114	531	ECONOMIC DEVELOPMENT	\$ 1,000	\$ (1,000)	\$ -	
110	41114	532	THE VIEW CRC	\$ -	\$ -	\$ -	
110	41114	948	COMPUTER EQUIPMENT & SOFTWARE	\$ 23,000	\$ (20,000)	\$ 3,000	
110	41114	963	KEYSTONE	\$ 10,000	\$ 90,000	\$ 100,000	
110	41114	964	IT INFRASTRUCTURE	\$ -	\$ -	\$ -	
Total Operating				\$ 1,423,500	\$ 225,050	\$ 1,648,550	
Capital							
110	41114	908	CAPITAL PROJECTS	\$ -	\$ 15,000	\$ 15,000	
110	41114	910	CITY HALL PROJECTS	\$ 20,000	\$ (20,000)	\$ -	
110	41114	913	CITY CENTER ENGLISH PROPERTY LEASE	\$ 4,250	\$ 1,150	\$ 5,400	
110	41114	914	CITY CENTER ENGLISH PROPERTY IMPROVEMENTS	\$ -	\$ -	\$ -	
110	41114	915	CITY HALL ADA IMPROVEMENTS	\$ -	\$ -	\$ -	
110	41114	916	PROPERTY ACQUISITIONS	\$ 350,000	\$ 16,000	\$ 366,000	
Total Capital				\$ 374,250	\$ 12,150	\$ 386,400	
Debt Service							
110	41114	625	DEBT SERVICE-2021 A	\$ 225,000	\$ -	\$ 225,000	
110	41114	626	DEBT SERVICE-2021B	\$ 450,000	\$ -	\$ 450,000	
110	41114	652	LOAN 7062 CITY CENTER WAY	\$ 44,000	\$ -	\$ 44,000	
Total Debt Service				\$ 719,000	\$ -	\$ 719,000	
TOTAL OPERATING ACCOUNT EXPENDITURS				\$ 2,967,851	\$ 311,650	\$ 3,279,501	
FACILITIES ACCOUNT EXPENDITURES							
300	41114	602	DEBT SERVICE-SPARTAN FIRE TRUCK	\$ 50,000	\$ -	\$ 50,000	
300	41114	637	Motorola Lease	\$ 119,000	\$ 13,500	\$ 132,500	
300	41114	964	IT INFRASTRUCTURE	\$ 92,000	\$ (79,000)	\$ 13,000	
Total Facilities Account Expenditures				\$ 261,000	\$ (65,500)	\$ 195,500	
TOTAL GENERAL FUND EXPENDITURES				\$ 3,228,851	\$ 246,150	\$ 3,475,001	

3 Full-Time Employees

DEPARTMENT OF MUNICIPAL COURT

				GENERAL FUND		
ACCT	FUNCT	OBJ	OPERATING EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
Personnel						
110	41210	110	SALARIES	\$ 155,215	\$ (30,000)	\$ 125,215
110	41210	112	OVERTIME	\$ -	\$ 100	\$ 100
110	41210	113	PART-TIME SALARIES	\$ 26,400	\$ 7,400	\$ 33,800
110	41210	124	MAGISTRATE PAY	\$ 3,900	\$ -	\$ 3,900
110	41210	141	OASI (EMPLOYERS'S SHARE)	\$ 11,309	\$ (2,000)	\$ 9,309
110	41210	142	MEDICARE (EMPLOYER'S SHARE)	\$ 2,653	\$ (500)	\$ 2,153
110	41210	143	RETIREMENT	\$ 23,369	\$ (6,000)	\$ 17,369
Total Personnel				\$ 222,846	\$ (31,000)	\$ 191,846
Operating						
110	41210	201	DUES	\$ 750	\$ -	\$ 750
110	41210	202	SUBSCRIPTIONS	\$ 250	\$ -	\$ 250
110	41210	220	PRINTING AND DUPLICATING	\$ 600	\$ -	\$ 600
110	41210	255	DATA PROCESSING	\$ 500	\$ (500)	\$ -
110	41210	258	CELL PHONES	\$ -	\$ -	\$ -
110	41210	280	TRAVEL	\$ 750	\$ -	\$ 750
110	41210	282	LODGING	\$ 750	\$ -	\$ 750
110	41210	283	MEALS	\$ 500	\$ -	\$ 500
110	41210	299	SUNDRY	\$ 500	\$ -	\$ 500
110	41210	302	TRAINING	\$ 1,000	\$ -	\$ 1,000
110	41210	307	OFFICE EQUIPMENT	\$ 1,000	\$ -	\$ 1,000
110	41210	308	OFFICE EQUIPMENT-LEASE	\$ 250	\$ 250	\$ 500
110	41210	309	OFFICE FURNITURE	\$ 1,000	\$ -	\$ 1,000
110	41210	310	OFFICE SUPPLIES	\$ 1,500	\$ 500	\$ 2,000
110	41210	311	POSTAGE	\$ 500	\$ -	\$ 500
110	41210	314	TRANSLATOR	\$ 250	\$ 250	\$ 500
110	41210	948	COMPUTER EQUIPMENT & SOFTWARE	\$ 2,000	\$ (1,000)	\$ 1,000
Total Operating				\$ 12,100	\$ (500)	\$ 11,600
TOTAL GENERAL FUND EXPENDITURES				\$ 234,946	\$ (31,500)	\$ 203,446

2 Full-time employees

DEPARTMENT OF FINANCE

GENERAL FUND						
FUND	FUNCTION	OBJ	OPERATING ACCOUNT EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
Personnel						
110	41500	110	SALARIES	\$ 90,717	\$ (20,000)	\$ 70,717
110	41500	141	OASI (EMPLOYERS'S SHARE)	\$ 5,311	\$ (1,000)	\$ 4,311
110	41500	142	MEDICARE (EMPLOYER'S SHARE)	\$ 1,246	\$ (250)	\$ 996
110	41500	143	RETIREMENT	\$ 12,000	\$ (2,000)	\$ 10,000
Total Personnel				\$ 109,274	\$ (23,250)	\$ 86,024
Operating						
110	41500	201	DUES	\$ 500	\$ -	\$ 500
110	41500	202	SUBSCRIPTIONS	\$ 500	\$ -	\$ 500
110	41500	207	PROFESSIONAL SERVICES	\$ 1,200	\$ 2,800	\$ 4,000
110	41500	220	PRINTING AND DUPLICATING	\$ 750	\$ -	\$ 750
110	41500	239	STURGIS	\$ 5,000	\$ -	\$ 5,000
110	41500	280	TRAVEL	\$ 500	\$ -	\$ 500
110	41500	281	AUDIT	\$ 21,000	\$ 7,000	\$ 28,000
110	41500	282	LODGING	\$ 500	\$ -	\$ 500
110	41500	283	MEALS	\$ 250	\$ -	\$ 250
110	41500	298	DRUG TESTING	\$ 1,500	\$ -	\$ 1,500
110	41500	299	SUNDRY	\$ 500	\$ 6,000	\$ 6,500
110	41500	302	TRAINING	\$ 1,000	\$ -	\$ 1,000
110	41500	307	OFFICE EQUIPMENT	\$ 750	\$ -	\$ 750
110	41500	309	OFFICE FURNITURE	\$ 1,000	\$ -	\$ 1,000
110	41500	310	OFFICE SUPPLIES	\$ 1,200	\$ -	\$ 1,200
110	41500	311	POSTAGE	\$ 600	\$ -	\$ 600
110	41500	312	POSTAGE-PROPERTY TAX NOTICES	\$ 100	\$ (100)	\$ -
110	41500	948	COMPUTER EQUIPMENT	\$ 1,250	\$ -	\$ 1,250
Total Operating				\$ 38,100	\$ 15,700	\$ 53,800
TOTAL GENERAL FUND EXPENDITURES				\$ 147,374	\$ (7,550)	\$ 139,824

2 Full-Time Employees

**DEPARTMENT OF PLANNING, ZONING,
AND INSPECTIONS**

				GENERAL FUND		
ACCT	FUNCT	OBJ	OPERATING EXPENDITURES	FY 22/23 Original	FY 22/23 Amendment	FY 22/23 New Budget
Personnel						
110	41711	110	SALARIES	\$ 181,875	\$ -	\$ 181,875
110	41711	112	OVERTIME	\$ 2,000	\$ 1,000	\$ 3,000
110	41711	141	OASI (EMPLOYERS'S SHARE)	\$ 11,270	\$ -	\$ 11,270
110	41711	142	MEDICARE (EMPLOYER'S SHARE)	\$ 2,643	\$ -	\$ 2,643
110	41711	143	RETIREMENT	\$ 25,463	\$ -	\$ 25,463
110	41711	166	PLANNING COMMISSION PAY	\$ 21,600	\$ -	\$ 21,600
110	41711	401	HIRING & RECRUITMENT	\$ -	\$ 1,000	\$ 1,000
Total Personnel				\$ 244,851	\$ 2,000	\$ 246,851
Operating						
110	41711	201	DUES	\$ 600	\$ -	\$ 600
110	41711	202	SUBSCRIPTIONS	\$ 500	\$ 1,500	\$ 2,000
110	41711	214	ADVERTISING-ZBA	\$ 250	\$ -	\$ 250
110	41711	215	ADVERTISING-CODE ENFORCENT	\$ 250	\$ -	\$ 250
110	41711	216	ADVERTISING-PLANNING COMM	\$ 250	\$ -	\$ 250
110	41114	218	ADVERTISING	\$ 250	\$ -	\$ 250
110	41711	220	PRINTING AND DUPLICATING	\$ 500	\$ -	\$ 500
110	41711	221	PRINTING AND DUPLICATING-PLANNING COMM	\$ 250	\$ -	\$ 250
110	41711	222	PRINTING AND DUPLICATING-ZBA	\$ 250	\$ -	\$ 250
110	41711	254	ENGINEERING SERVICES	\$ 1,000	\$ (1,000)	\$ -
110	41711	258	CELL PHONES	\$ 1,200	\$ (400)	\$ 800
110	41114	261	REPAIR & MAIN. MOTOR VEHICLES	\$ 2,000	\$ -	\$ 2,000
110	41114	269	G.I.S	\$ 4,000	\$ -	\$ 4,000
110	41711	280	TRAVEL	\$ 750	\$ -	\$ 750
110	41711	282	LODGING	\$ 750	\$ -	\$ 750
110	41711	283	MEALS	\$ 300	\$ -	\$ 300
110	41711	299	SUNDRY	\$ 1,000	\$ -	\$ 1,000
110	41711	300	TRAINING-PLANNING COMM	\$ 500	\$ 1,500	\$ 2,000
110	41711	301	TRAINING-ZBA	\$ 250	\$ -	\$ 250
110	41711	302	TRAINING	\$ 2,000	\$ 2,000	\$ 4,000
110	41711	307	OFFICE EQUIPMENT	\$ 1,000	\$ -	\$ 1,000
110	41711	309	OFFICE FURNITURE	\$ 1,000	\$ -	\$ 1,000
110	41711	310	OFFICE SUPPLIES	\$ 4,800	\$ (1,800)	\$ 3,000
110	41711	311	POSTAGE	\$ 1,000	\$ -	\$ 1,000
110	41711	315	POSTAGE-PLANNING COMM	\$ 250	\$ -	\$ 250
110	41711	316	POSTAGE-ZBA	\$ 250	\$ -	\$ 250
110	41711	331	FUEL & OIL	\$ 5,000	\$ -	\$ 5,000
110	41711	342	SIGN PARTS & SUPPLIES	\$ 500	\$ 500	\$ 1,000
110	41711	359	OTHER ZBA	\$ 100	\$ (100)	\$ -
110	41711	360	CODE ENFORCEMENT-CONDEMNATION	\$ 500	\$ -	\$ 500
110	41711	362	CODE ENFORCEMENT-WEED ABATEMENTS	\$ 1,000	\$ 500	\$ 1,500
110	41711	378	UNIFORMS	\$ 1,600	\$ -	\$ 1,600
110	41711	450	HAND TOOLS	\$ 500	\$ (500)	\$ -
110	41711	454	SUPPLIES - OPERATIONS	\$ 1,000	\$ (500)	\$ 500
110	41711	948	COMPUTER EQUIPMENT & SOFTWARE	\$ 11,500	\$ (9,000)	\$ 2,500
110	41711	963	MISCELLANEOUS IT	\$ 1,000	\$ (1,000)	\$ -
Total Operating				\$ 47,850	\$ (8,300)	\$ 39,550

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**DEPARTMENT OF PLANNING, ZONING,
AND INSPECTIONS**

ACCT	FUNCT	OBJ	GENERAL FUND			
			OPERATING EXPENDITURES	FY 22/23 Original	FY 22/23 Amendment	FY 22/23 New Budget
			TOTAL GENERAL FUND EXPENDITURES	\$ 292,701	\$ (6,300)	\$ 286,401

2 Full-Time Employees

POLICE DEPARTMENT

GENERAL FUND

ACCT	FUNCT	OBJ	GENERAL FUND			
			OPERATING ACCOUNT EXPENDITURES	FY 22/23 Original	FY 22/23 Amendment	FY 22/23 New Budget
Personnel						
110	42100	110	SALARIES	\$ 1,266,374	\$ 91,175	\$ 1,357,549
110	42100	112	OVERTIME	\$ 15,000	\$ (4,000)	\$ 11,000
110	42100	114	AUXILLARY POLICE PAY	\$ 5,000	\$ (4,500)	\$ 500
110	42100	119	INCENTIVE PAY	\$ 14,280	\$ 500	\$ 14,780
110	42100	121	CROSSING GUARD PAY	\$ 500	\$ (500)	\$ -
110	42100	132	INSERVISE PAY	\$ 18,400	\$ (4,000)	\$ 14,400
110	42100	141	OASI (EMPLOYERS'S SHARE)	\$ 84,075	\$ -	\$ 84,075
110	42100	142	MEDICARE (EMPLOYER'S SHARE)	\$ 19,684	\$ -	\$ 19,684
110	42100	143	RETIREMENT	\$ 187,886	\$ (12,000)	\$ 175,886
110	42100	401	HIRING & RECRUITMENT	\$ 1,200	\$ 2,800	\$ 4,000
Total Personnel			\$ 1,612,399	\$ 69,475	\$ 1,681,874	

Operating						
110	42100	201	DUES	\$ 750	\$ -	\$ 750
110	42100	202	SUBSCRIPTIONS	\$ 3,500	\$ -	\$ 3,500
110	42100	203	SOFTWARE LICENSE & MAINT	\$ 9,500	\$ 1,500	\$ 11,000
110	42100	208	LEXIPOL	\$ -	\$ 25,000	\$ 25,000
110	42100	218	ADVERTISING	\$ 100	\$ -	\$ 100
110	42100	220	PRINTING AND DUPLICATING	\$ 1,000	\$ -	\$ 1,000
110	42100	230	TOWING	\$ 1,000	\$ -	\$ 1,000
110	42100	236	PUBLIC RELATIONS	\$ 2,500	\$ -	\$ 2,500
110	42100	245	TELEPHONE	\$ -	\$ -	\$ -
110	42100	258	CELL PHONES	\$ 18,000	\$ -	\$ 18,000
110	42100	259	HOLDING CELL MAINT	\$ 500	\$ -	\$ 500
110	42100	261	REPAIR & MAIN. MOTOR VEHICLES	\$ 500	\$ 24,500	\$ 25,000
110	42100	262	REPAIR & MAIN. EQUIPMENT	\$ 2,500	\$ -	\$ 2,500
110	42100	280	TRAVEL	\$ 2,000	\$ -	\$ 2,000
110	42100	282	LODGING	\$ 3,000	\$ -	\$ 3,000
110	42100	283	MEALS	\$ 2,800	\$ 1,200	\$ 4,000
110	42100	296	EMERGENCY MEDICAL TREATMENTS	\$ 3,200	\$ -	\$ 3,200
110	42100	297	IMMUNIZATIONS	\$ -	\$ -	\$ -
110	42100	299	SUNDRY	\$ 3,600	\$ -	\$ 3,600
110	42100	302	TRAINING	\$ 20,000	\$ -	\$ 20,000
110	42100	303	TRAINING SUPPLIES	\$ 1,200	\$ -	\$ 1,200
110	42100	307	OFFICE EQUIPMENT	\$ 1,000	\$ -	\$ 1,000
110	42100	308	OFFICE EQUIPMENT-LEASE	\$ 10,000	\$ (5,000)	\$ 5,000
110	42100	309	OFFICE FURNITURE	\$ 1,000	\$ -	\$ 1,000
110	42100	310	OFFICE SUPPLIES	\$ 3,000	\$ -	\$ 3,000
110	42100	311	POSTAGE	\$ 600	\$ -	\$ 600
110	42100	324	CLEANING/JANITORIAL SUPPLIES	\$ 1,750	\$ 750	\$ 2,500
110	42100	327	AMMUNITION	\$ 9,000	\$ -	\$ 9,000
110	42100	331	FUEL & OIL	\$ 48,000	\$ -	\$ 48,000
110	42100	365	STATE FORMS & REPORTS	\$ 250	\$ -	\$ 250
110	42100	366	OTHER FORMS & REPORTS	\$ 250	\$ -	\$ 250
110	42100	367	TBI-NCIC	\$ 4,000	\$ -	\$ 4,000
110	42100	368	POLICE RADIOS	\$ 3,000	\$ -	\$ 3,000
110	42100	369	REWARDS & INCENTIVES	\$ 250	\$ -	\$ 250
110	42100	370	COMMUNITY SERVICES	\$ 1,000	\$ -	\$ 1,000
110	42100	371	DETENTION EQUIPMENT & SUPPLIES	\$ 750	\$ -	\$ 750
110	42100	372	DETAINEE MEDICAL SUPPLIES	\$ 250	\$ -	\$ 250

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110	42100	373	FIREARMS	\$ -	\$ -	\$ -
110	42100	375	RANGE SUPPLIES	\$ 3,000	\$ -	\$ 3,000
110	42100	376	BODY ARMOR	\$ 4,500	\$ -	\$ 4,500
110	42100	378	UNIFORMS	\$ 14,000	\$ -	\$ 14,000
110	42100	379	UNIFORM ACCESSORIES	\$ 4,000	\$ -	\$ 4,000
110	42100	380	EVIDENCE COLLECTION SUPPLIES	\$ 500	\$ -	\$ 500
110	42100	381	EVIDENCE PRESERVATION SUPPLIES	\$ 1,000	\$ -	\$ 1,000
110	42100	382	PERSONAL SAFETY SUPPLIES	\$ 2,000	\$ -	\$ 2,000
110	42100	383	INCIDENT SCENE PERSONNEL SUPPLIES	\$ 500	\$ -	\$ 500
110	42100	387	AXON	\$ 25,000	\$ 2,000	\$ 27,000
110	42100	390	TRAFFIC CONTROL SUPPLIES	\$ 2,500	\$ -	\$ 2,500
110	42100	391	VEHICLE CARE SUPPLIES & EQUIPMENT	\$ 600	\$ -	\$ 600
110	42100	392	SHOP WITH A COP PROGRAM	\$ 10,000	\$ -	\$ 10,000
110	42100	393	MOBILE DATA TERMINALS - SUPPLIES	\$ 500	\$ -	\$ 500
110	42100	948	COMPUTER EQUIPMENT & SOFTWARE	\$ 6,000	\$ -	\$ 6,000
Total Operating				\$ 233,850	\$ 49,950	\$ 283,800

Capital

110	42100	901	LESO ACQUISITIONS	\$ 6,000	\$ (1,000)	\$ 5,000
110	42100	902	LESO REPAIRS	\$ 4,000	\$ 1,000	\$ 5,000
110	42100	908	MISCELLANEOUS CAPITAL	\$ -	\$ -	\$ -
110	42100	920	FIRING RANGE (BOND)	\$ 500,000	\$ -	\$ 500,000
110	42100	939	VEHICLE CAMARA SYSTEM	\$ 43,000	\$ 12,000	\$ 55,000
110	42100	944	FLEET	\$ 172,750	\$ (46,750)	\$ 126,000
110	42100	949	VEHICLE EQUIPMENT	\$ -	\$ 46,750	\$ 46,750
110	42100	964	DUTY EQUIPMENT	\$ 12,000	\$ -	\$ 12,000
Total Capital				\$ 737,750	\$ 12,000	\$ 749,750

TOTAL GENERAL FUND EXPENDITURES	\$ 2,583,999	\$ 131,425	\$ 2,715,424
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DRUG FUND EXPENDITURES

DRUG FUND EXPENDITURES				FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
619	42100	203	SOFTWARE LICENSE & MAINT	\$ 4,000	\$ -	\$ 4,000
619	42100	373	FIRE ARMS	\$ 3,000	\$ 5,000	\$ 8,000
619	42100	374	FIRE ARMS EQUIPMENT	\$ 1,000	\$ -	\$ 1,000
619	42100	376	BODY ARMOR	\$ 5,000	\$ -	\$ 5,000
619	42100	377	ALTERNATIVE WEAPONS	\$ 15,000	\$ -	\$ 15,000
619	42100	742	SPECIAL INVESTIGATIVE FUNDS	\$ 1,000	\$ -	\$ 1,000
619	42100	954	DRUG TASK FORCE	\$ 5,000	\$ (5,000)	\$ -
TOTAL DRUG FUND EXPENDITURES				\$ 34,000	\$ -	\$ 34,000

TOTAL POLICE DEPT EXPENDITURES	\$ 2,617,999	\$ 131,425	\$ 2,749,424
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FIRE DEPARTMENT

				GENERAL FUND		
ACCT	FUNCT	OBJ	OPERATING ACCOUNT EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
Personnel						
110	42200	110	SALARIES	\$ 1,128,578	\$ -	\$ 1,128,578
110	42200	112	OVERTIME	\$ 15,000	\$ 7,000	\$ 22,000
110	42200	116	VOLUNTEER FIREFIGHTER PAY	\$ 6,000	\$ (4,000)	\$ 2,000
110	42200	119	INCENTIVE PAY	\$ 23,990	\$ (3,000)	\$ 20,990
110	42200	132	INSERVISÉ PAY	\$ 15,200	\$ -	\$ 15,200
110	42200	141	OASI (EMPLOYERS'S SHARE)	\$ 75,620	\$ -	\$ 75,620
110	42200	142	MEDICARE (EMPLOYER'S SHARE)	\$ 17,738	\$ -	\$ 17,738
110	42200	143	RETIREMENT	\$ 167,493	\$ (8,500)	\$ 158,993
110	42200	401	HIRING & RECRUITMENT	\$ 600	\$ 400	\$ 1,000
Total Personnel				\$ 1,450,219	\$ (8,100)	\$ 1,442,119
Operating						
110	42200	201	DUES	\$ 1,000	\$ -	\$ 1,000
110	42200	202	SUBSCRIPTIONS	\$ 500	\$ -	\$ 500
110	42200	203	SOFTWARE LICENSE & MAINT	\$ 4,000	\$ 1,000	\$ 5,000
110	42200	204	PROFESSIONAL LICENSES	\$ 2,000	\$ -	\$ 2,000
110	42200	217	PRESENTATIONS & AWARDS	\$ 1,000	\$ -	\$ 1,000
110	42200	218	ADVERTISING	\$ 100	\$ -	\$ 100
110	42200	220	PRINTING AND DUPLICATING	\$ 1,200	\$ -	\$ 1,200
110	42200	240	UTILITIES	\$ 15,000	\$ 5,000	\$ 20,000
110	42200	245	TELEPHONE	\$ -	\$ -	\$ -
110	42200	249	PROFESSIONAL TRAINING SERVICES	\$ 250	\$ -	\$ 250
110	42200	258	CELL PHONES	\$ 8,000	\$ -	\$ 8,000
110	42200	262	REPAIR AND MAINT MACHINERY & EQUIP	\$ 4,000	\$ -	\$ 4,000
110	42200	280	TRAVEL	\$ 2,000	\$ -	\$ 2,000
110	42200	282	LODGING	\$ 3,000	\$ -	\$ 3,000
110	42200	283	MEALS	\$ 2,000	\$ -	\$ 2,000
110	42200	296	EMERGENCY MEDICAL TREATMENTS	\$ 3,850	\$ -	\$ 3,850
110	42200	297	IMMUNIZATIONS	\$ -	\$ -	\$ -
110	42200	299	SUNDRY	\$ 2,000	\$ -	\$ 2,000
110	42200	302	TRAINING	\$ 20,000	\$ -	\$ 20,000
110	42200	303	TRAINING SUPPLIES	\$ 1,500	\$ -	\$ 1,500
110	42200	307	OFFICE EQUIPMENT	\$ 1,000	\$ -	\$ 1,000
110	42200	308	OFFICE EQUIPMENT-LEASE	\$ 4,000	\$ -	\$ 4,000
110	42200	309	OFFICE FURNITURE	\$ 1,500	\$ -	\$ 1,500
110	42200	310	OFFICE SUPPLIES	\$ 1,200	\$ -	\$ 1,200
110	42200	311	POSTAGE	\$ 500	\$ -	\$ 500
110	42200	324	CLEANING/JANITORIAL SUPPLIES	\$ 1,200	\$ 800	\$ 2,000
110	42200	331	FUEL & OIL	\$ 20,000	\$ -	\$ 20,000
110	42200	370	COMMUNITY SERVICES	\$ 1,800	\$ -	\$ 1,800
110	42200	378	UNIFORMS	\$ 12,000	\$ -	\$ 12,000
110	42200	379	UNIFORM ACCESSORIES	\$ 4,000	\$ -	\$ 4,000
110	42200	380	EVIDENCE COLLECTION SUPPLIES	\$ 250	\$ -	\$ 250
110	42200	381	EVIDENCE PRESERVATION SUPPLIES	\$ 250	\$ -	\$ 250
110	42200	382	PERSONAL SAFETY SUPPLIES	\$ 1,000	\$ -	\$ 1,000
110	42200	383	INCIDENT SCENE PERSONNEL SUPPLIES	\$ 250	\$ -	\$ 250
110	42200	389	HAND HELD RADIOS	\$ -	\$ -	\$ -
110	42200	391	VEHICLE CARE SUPPLIES & EQUIPMENT	\$ 1,200	\$ -	\$ 1,200
110	42200	393	MOBILE DATA TERMINALS - SUPPLIES	\$ 2,000	\$ -	\$ 2,000
110	42200	404	CODE BOOKS	\$ -	\$ -	\$ -
110	42200	405	FIRE PREVENTION & EDUCATION	\$ 1,000	\$ -	\$ 1,000
110	42200	406	ENGINE 1 EQUIPMENT	\$ 1,000	\$ -	\$ 1,000

FIRE DEPARTMENT

				GENERAL FUND		
ACCT	FUNCT	OBJ	OPERATING ACCOUNT EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
110	42200	407	ENGINE 2 EQUIPMENT	\$ 2,000	\$ -	\$ 2,000
110	42200	408	LADDER TRUCK EQUIPMENT	\$ 4,200	\$ -	\$ 4,200
110	42200	409	RESCUE TRUCK EQUIPMENT	\$ 18,000	\$ (14,000)	\$ 4,000
110	42200	410	TANKER EQUIPMENT	\$ 500	\$ -	\$ 500
110	42200	411	BRUSH TRUCK EQUIPMENT	\$ 500	\$ -	\$ 500
110	42200	412	COMMAND VEHICLE EQUIPMENT	\$ 1,000	\$ 1,600	\$ 2,600
110	42200	413	ENGINE MEDICAL SUPPLIES	\$ 1,500	\$ 2,500	\$ 4,000
110	42200	414	STATION 1 HAND TOOLS & EQUIPMENT	\$ 750	\$ -	\$ 750
110	42200	415	STATION 2 HAND TOOLS & EQUIPMENT	\$ -	\$ -	\$ -
110	42200	416	FIRE MARSHAL HAND TOOLS & EQUIPMENT	\$ 250	\$ -	\$ 250
110	42200	417	HOSES & HOSE EQUIPMENT	\$ 5,000	\$ -	\$ 5,000
110	42200	418	STATION 1 MAINT	\$ 2,500	\$ -	\$ 2,500
110	42200	419	STATION 2 MAINT	\$ 500	\$ -	\$ 500
110	42200	420	STATION 1 REPAIRS	\$ 26,000	\$ (16,000)	\$ 10,000
110	42200	421	STATION 2 REPAIRS	\$ 6,000	\$ -	\$ 6,000
110	42200	422	STATION 1 LIVING QUARTER SUPPLIES	\$ 1,000	\$ -	\$ 1,000
110	42200	423	STATION 2 LIVING QUARTER SUPPLIES	\$ -	\$ -	\$ -
110	42200	424	TURN OUT GEAR	\$ 12,000	\$ -	\$ 12,000
110	42200	425	EMERGENCY RESPONSE GEAR	\$ 2,000	\$ -	\$ 2,000
110	42200	426	HAZARDOUS MATERIALS SUPPLIES	\$ 1,000	\$ -	\$ 1,000
110	42200	427	ENGINE 1 MAINT & REPAIR	\$ 2,500	\$ 2,500	\$ 5,000
110	42200	428	ENGINE 2 MAINT & REPAIR	\$ 2,500	\$ 9,500	\$ 12,000
110	42200	429	LADDER TRUCK MAINT & REPAIR	\$ 3,500	\$ 2,000	\$ 5,500
110	42200	430	RESCUE TRUCK MAINT & REPAIR	\$ 6,000	\$ 12,000	\$ 18,000
110	42200	431	TANKER MAINT & REPAIR	\$ 6,000	\$ -	\$ 6,000
110	42200	432	BRUSH TRUCK MAINT & REPAIR	\$ 1,000	\$ -	\$ 1,000
110	42200	433	COMMAND VEHICLE MAINT & REPAIR	\$ 5,000	\$ 6,500	\$ 11,500
110	42200	434	EQUIPMENT TESTING-VEHICLES	\$ 3,000	\$ -	\$ 3,000
110	42200	435	EQUIPMENT TESTING-EQUIPMENT	\$ 6,000	\$ 2,000	\$ 8,000
110	42200	436	TML GRANT - MISC EQUIPMENT	\$ 2,100	\$ (100)	\$ 2,000
110	42200	437	SCBA CASCADE SYSTEM	\$ 1,000	\$ -	\$ 1,000
110	42200	438	FORESTRY GRANT	\$ -	\$ -	\$ -
110	42200	442	GSAXcess	\$ 2,500	\$ (2,500)	\$ -
110	42200	452	EQUIPMENT-OPERATIONS	\$ 1,000	\$ -	\$ 1,000
110	42200	474	FIRE ALARM MONITORING	\$ -	\$ 600	\$ 600
110	42200	948	COMPUTER EQUIPMENT/SOFTWARE	\$ 5,000	\$ (4,000)	\$ 1,000
Total Operating				\$ 257,350	\$ 9,400	\$ 266,750
Capital						
110	42200	909	FIRE HYDRANTS	\$ 8,520	\$ (8,520)	\$ -
110	42200	927	LIFEPAK UNITS	\$ 6,000	\$ 2,000	\$ 8,000
110	42200	944	FLEET	\$ -	\$ 41,500	\$ 41,500
110	42200	949	VEHICLE EQUIPMENT	\$ -	\$ 18,000	\$ 18,000
110	42200	950	TRAINING TOWER (BOND)	\$ 100,000.00	\$ 90,000.00	\$ 190,000.00
110	42200	952	EMS LIVING QUARTERS/FIRE CLASSROOM (BOND)	\$ -	\$ 175,000.00	\$ 175,000.00
110	42200	998	EXTRICATION EQUIPMENT	\$ -	\$ -	\$ -
Total Capital				\$ 114,520	\$ 317,980	\$ 432,500
TOTAL GENERAL FUND EXPENDITURES				\$ 1,822,089	\$ 319,280	\$ 2,141,369

DEPARTMENT OF ENGINEERING

GENERAL FUND						
FUND	FUNCTION	OBJ	OPERATING EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
Personnel						
110	43800	110	SALARIES	\$ 214,094	\$ -	\$ 214,094
110	43800	112	OVERTIME	\$ -	\$ 1,200	\$ 1,200
110	43800	141	OASI (EMPLOYERS'S SHARE)	\$ 13,266	\$ -	\$ 13,266
110	43800	142	MEDICARE (EMPLOYER'S SHARE)	\$ 3,112	\$ -	\$ 3,112
110	43800	143	RETIREMENT	\$ 29,974	\$ -	\$ 29,974
110	43800	401	HIRING & RECRUITMENT	\$ -	\$ -	\$ -
Total Personnel				\$ 260,446	\$ 1,200	\$ 261,646
Operating						
110	43800	201	DUES	\$ 600	\$ -	\$ 600
110	43800	202	SUBSCRIPTIONS	\$ 4,000	\$ (3,000)	\$ 1,000
110	43800	218	ADVERTISING	\$ 250	\$ (250)	\$ -
110	43800	220	PRINTING AND DUPLICATING	\$ 500	\$ -	\$ 500
110	43800	254	ENGINEERING SERVICES	\$ 20,000	\$ -	\$ 20,000
110	43800	258	CELL PHONES	\$ 600	\$ -	\$ 600
110	43800	261	MAINT & REPAIR VEHICLES	\$ 1,000	\$ -	\$ 1,000
110	43800	269	G.I.S.	\$ 8,000	\$ (4,000)	\$ 4,000
110	43800	280	TRAVEL	\$ 500	\$ -	\$ 500
110	43800	282	LODGING	\$ 750	\$ -	\$ 750
110	43800	283	MEALS	\$ 250	\$ -	\$ 250
110	43800	299	SUNDRY	\$ 1,000	\$ -	\$ 1,000
110	43800	302	TRAINING	\$ 2,000	\$ -	\$ 2,000
110	43800	307	OFFICE EQUIPMENT	\$ 1,000	\$ -	\$ 1,000
110	43800	309	OFFICE FURNITURE	\$ -	\$ -	\$ -
110	43800	310	OFFICE SUPPLIES	\$ 2,400	\$ (1,400)	\$ 1,000
110	43800	311	POSTAGE	\$ 500	\$ (500)	\$ -
110	43800	331	FUEL & OIL	\$ 8,000	\$ -	\$ 8,000
110	43800	378	UNIFORMS	\$ 400	\$ (150)	\$ 250
110	43800	450	HAND TOOLS	\$ 1,000	\$ (1,000)	\$ -
110	43800	452	EQUIPMENT	\$ 2,000	\$ -	\$ 2,000
110	43800	454	SUPPLIES - OPERATIONS	\$ 1,000	\$ (1,000)	\$ -
110	43800	948	COMPUTER EQUIPMENT & SOFTWARE	\$ 19,500	\$ (17,000)	\$ 2,500
110	43800	963	MISC IT	\$ 1,000	\$ (500)	\$ 500
Total Operating				\$ 76,250	\$ (28,800)	\$ 47,450
Capital						
110	43800	254	ENGINEERING SERVICES (BOND)	\$ -	\$ 155,000	\$ 155,000
110	43800	915	ADA PROJECTS	\$ 30,000	\$ (30,000)	\$ -
Total Capital				\$ 30,000	\$ 125,000	\$ 155,000
ARPA Capital						
114	43800	940	ARP EQUIPMENT	\$ 60,000	\$ -	\$ 60,000
114	43800	997	ARP STORMWATER PROJECTS	\$ 600,000	\$ -	\$ 600,000
Total ARPA Capital				\$ 660,000	\$ -	\$ 660,000
TOTAL GENERAL FUND EXPENDITURES				\$ 1,026,696	\$ 97,400	\$ 1,124,096

DEPARTMENT OF PUBLIC WORKS

			GENERAL FUND			
ACCT	FUNCT	OBJ	OPERATING ACCOUNT EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
			Personnel			
110	43000	110	SALARIES	\$ 229,570	\$ -	\$ 229,570
110	43000	112	OVERTIME	\$ 15,000	\$ 2,000	\$ 17,000
110	43000	113	PART-TIME PAY	\$ -	\$ -	\$ -
110	43000	141	OASI (EMPLOYERS'S SHARE)	\$ 14,225	\$ -	\$ 14,225
110	43000	142	MEDICARE (EMPLOYER'S SHARE)	\$ 3,337	\$ -	\$ 3,337
110	43000	143	RETIREMENT	\$ 18,000	\$ 12,000	\$ 30,000
			Total Personnel	\$ 280,132	\$ 14,000	\$ 294,132
			Operating			
110	43000	201	DUES	\$ 250	\$ -	\$ 250
110	43000	202	SUBSCRIPTIONS	\$ 250	\$ -	\$ 250
110	43000	218	ADVERTISING	\$ 100	\$ (100)	\$ -
110	43000	220	PRINTING AND DUPLICATING	\$ 600	\$ (500)	\$ 100
110	43000	240	UTILITIES	\$ 12,000	\$ -	\$ 12,000
110	43000	245	TELEPHONE	\$ -	\$ -	\$ -
110	43000	258	CELL PHONES	\$ 600	\$ -	\$ 600
110	43000	261	MAINT & REPAIR VEHICLES	\$ 4,000	\$ -	\$ 4,000
110	43000	280	TRAVEL	\$ 250	\$ -	\$ 250
110	43000	282	LODGING	\$ 750	\$ -	\$ 750
110	43000	283	MEALS	\$ 250	\$ -	\$ 250
110	43000	288	CONTRACT MOWING	\$ 25,000	\$ -	\$ 25,000
110	43000	297	IMMUNIZATIONS	\$ 400	\$ (400)	\$ -
110	43000	299	SUNDRY	\$ 1,000	\$ -	\$ 1,000
110	43000	302	TRAINING	\$ 500	\$ -	\$ 500
110	43000	307	OFFICE EQUIPMENT	\$ 250	\$ -	\$ 250
110	43000	308	OFFICE EQUIPMENT-LEASE	\$ 1,800	\$ (800)	\$ 1,000
110	43000	309	OFFICE FURNITURE	\$ 1,000	\$ (750)	\$ 250
110	43000	310	OFFICE SUPPLIES	\$ 600	\$ (500)	\$ 100
110	43000	311	POSTAGE	\$ 100	\$ -	\$ 100
110	43000	324	CLEANING/JANITORIAL SUPPLIES	\$ 1,200	\$ (800)	\$ 400
110	43000	331	FUEL & OIL	\$ 18,000	\$ -	\$ 18,000
110	43000	378	UNIFORMS	\$ 3,000	\$ -	\$ 3,000
110	43000	391	VEHICLE CARE SUPPLIES & EQUIPMENT	\$ 600	\$ -	\$ 600
110	43000	450	HAND TOOLS - OPERATIONS	\$ 3,000	\$ -	\$ 3,000
110	43000	451	HAND TOOLS - SHOP	\$ 1,600	\$ -	\$ 1,600
110	43000	452	EQUIPMENT - OPERATIONS	\$ 4,000	\$ -	\$ 4,000
110	43000	453	EQUIPMENT - SHOP	\$ 250	\$ 9,750	\$ 10,000
110	43000	454	SUPPLIES - OPERATIONS	\$ 3,200	\$ -	\$ 3,200
110	43000	455	SUPPLIES - SHOP	\$ 1,200	\$ -	\$ 1,200
110	43000	456	PERSONAL SAFETY SUPPLIES - OPERATIONS	\$ 600	\$ -	\$ 600
110	43000	457	PERSONAL SAFETY SUPPLIES - SHOP	\$ 600	\$ -	\$ 600
110	43000	458	MAINT & REPAIR - PUBLIC WORKS BLDG	\$ 4,000	\$ -	\$ 4,000
110	43000	459	MAINT & REPAIR - EQUIPMENT	\$ 4,000	\$ -	\$ 4,000
110	43000	460	MAINT & REPAIR - HEAVY TRUCKS	\$ 8,000	\$ -	\$ 8,000
110	43000	462	MAINT & REPAIR - LAWN EQUIPMENT	\$ 250	\$ -	\$ 250
110	43000	468	HEALTH DEPARTMENT MAINT	\$ 3,000	\$ -	\$ 3,000
110	43000	469	TREE TRIMMING SERVICES	\$ 8,000	\$ -	\$ 8,000
110	43000	470	MISC PROJECTS - CITY	\$ 3,500	\$ -	\$ 3,500
110	43000	471	MISC DRAINAGE - CITY	\$ 1,000	\$ -	\$ 1,000
110	43000	472	EMERGENCY REPAIRS - CITY	\$ 1,000	\$ -	\$ 1,000
110	43000	473	EQUIPMENT RENTAL	\$ 3,000	\$ -	\$ 3,000
110	43000	474	FIRE ALARM MONITORING	\$ 900	\$ -	\$ 900
110	43000	475	FIRE EXTINGUISHER ANNUAL SERVICE	\$ 600	\$ -	\$ 600

DEPARTMENT OF PUBLIC WORKS

GENERAL FUND						
OPERATING ACCOUNT EXPENDITURES			FY 22/23	FY 22/23	FY 22/23	
ACCT	FUNCT	OBJ	Original	Amendment	New Budget	
110	43000	477	INTERSTATE SIGNS	\$ 1,500	\$ 1,300	\$ 2,800
110	43000	948	COMPUTER EQUIPMENT	\$ 2,000	\$ -	\$ 2,000
110	43000	963	MISCELLANEOUS IT	\$ 1,000	\$ (1,000)	\$ -
Total Operating			\$ 128,700	\$ 6,200	\$ 134,900	

Capital						
110	43000	467	RIGHT OF WAY MAINT	\$ 6,000	\$ (6,000)	\$ -
110	43000	908	CAPITAL PROJECTS	\$ 20,000	\$ (20,000)	\$ -
110	43000	940	MACHINERY & EQUIPMENT	\$ -	\$ -	\$ -
110	43000	944	FLEET	\$ 87,500	\$ -	\$ 87,500
110	43000	964	ROAD PROJECTS (BOND)	\$ 2,500,000	\$ (880,366)	\$ 1,619,634
Total Capital			\$ 2,613,500	\$ (906,366)	\$ 1,707,134	

TOTAL GENERAL FUND EXPENDITURES	\$ 3,022,332	\$ (886,166)	\$ 2,136,166
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STATE STREET AID FUND						
STATE STREET AID ACCOUNT EXPENDITURES			FY 22/23	FY 22/23	FY 22/23	
			Original	Amendment	New Budget	
Operating						
121	43000	247	MAINT - STREET LIGHTS	\$ 28,000	\$ -	\$ 28,000
121	43000	342	STREET & TRAFFIC SIGNS	\$ 8,000	\$ 2,000	\$ 10,000
121	43000	343	MAINT - TRAFFIC SIGNALS	\$ 2,500	\$ 1,000	\$ 3,500
121	43000	465	TRAFFIC CONTROL DEVICES	\$ 1,000	\$ -	\$ 1,000
121	43000	473	EQUIPMENT RENTAL	\$ -	\$ -	\$ -
121	43000	928	SIDEWALK REPAIR	\$ -	\$ -	\$ -
121	43000	931	RESURFACING	\$ 200,000	\$ (35,000)	\$ 165,000
121	43000	935	ROAD SALT	\$ 12,000	\$ -	\$ 12,000
121	43000	940	MACHINERY & EQUIPMENT	\$ 60,000	\$ 28,000	\$ 88,000
121	43000	961	ROADWAY MAINT	\$ 8,000	\$ 4,000	\$ 12,000

TOTAL STREET AID ACCOUNT EXPENDITURES	\$ 319,500	\$ -	\$ 319,500
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TOTAL PUBLIC WORKS EXPENDITURES	\$ 3,341,832	\$ (886,166)	\$ 2,455,666
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4 Full-Time Employees

DEPARTMENT OF PUBLIC PARKS

GENERAL FUND						
ACCT	FUNCT	OBJ	OPERATING EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
Personnel						
110	44700	110	SALARIES	\$ 174,550	\$ (59,000)	\$ 115,550
110	44700	112	OVERTIME	\$ 2,000	\$ (2,000)	\$ -
110	44700	113	PART-TIME PAY	\$ 25,836	\$ (5,000)	\$ 20,836
110	44700	141	OASI (EMPLOYERS'S SHARE)	\$ 10,816	\$ (2,000)	\$ 8,816
110	44700	142	MEDICARE (EMPLOYER'S SHARE)	\$ 2,537	\$ (500)	\$ 2,037
110	44700	143	RETIREMENT	\$ 21,078	\$ (4,000)	\$ 17,078
110	44700	401	HIRING & RECRUITING	\$ 250	\$ -	\$ 250
Total Personnel				\$ 237,067	\$ (72,500)	\$ 164,567
Operating						
110	44700	201	DUES	\$ 250	\$ -	\$ 250
110	44700	202	SUBSCRIPTIONS	\$ 250	\$ -	\$ 250
110	44700	218	ADVERTISING	\$ 500	\$ -	\$ 500
110	44700	220	PRINTING AND DUPLICATING	\$ 600	\$ -	\$ 600
110	44700	240	UTILITIES	\$ 12,000	\$ -	\$ 12,000
110	44700	245	TELEPHONE	\$ -	\$ -	\$ -
110	44700	258	CELL PHONES	\$ 600	\$ 500	\$ 1,100
110	44700	261	REPAIR & MAINT VEHICLES	\$ 2,000	\$ -	\$ 2,000
110	44700	262	REPAIR & MAINT EQUIPMENT	\$ 2,000	\$ -	\$ 2,000
110	44700	266	REPAIR & MAINT BLDGS	\$ 3,000	\$ -	\$ 3,000
110	44700	280	TRAVEL	\$ 250	\$ -	\$ 250
110	44700	282	LODGING	\$ 300	\$ -	\$ 300
110	44700	283	MEALS	\$ 250	\$ -	\$ 250
110	44700	288	CONTRACT MOWING	\$ -	\$ -	\$ -
110	44700	297	IMMUNIZATIONS	\$ -	\$ -	\$ -
110	44700	299	SUNDRY	\$ 1,000	\$ -	\$ 1,000
110	44700	302	TRAINING	\$ 750	\$ -	\$ 750
110	44700	307	OFFICE EQUIPMENT	\$ 250	\$ -	\$ 250
110	44700	308	OFFICE EQUIPMENT-LEASE	\$ 1,500	\$ -	\$ 1,500
110	44700	309	OFFICE FURNITURE	\$ 2,500	\$ -	\$ 2,500
110	44700	310	OFFICE SUPPLIES	\$ 1,000	\$ -	\$ 1,000
110	44700	311	POSTAGE	\$ 100	\$ -	\$ 100
110	44700	324	CLEANING/JANITORIAL SUPPLIES	\$ 2,000	\$ 1,500	\$ 3,500
110	44700	331	FUEL & OIL	\$ 5,000	\$ -	\$ 5,000
110	44700	342	SIGN PARTS & SUPPLIES	\$ 1,000	\$ -	\$ 1,000
110	44700	378	UNIFORMS	\$ 600	\$ -	\$ 600
110	44700	391	VEHICLE CARE SUPPLIES & EQUIPMENT	\$ -	\$ -	\$ -
110	44700	450	HAND TOOLS - OPERATIONS	\$ 1,000	\$ -	\$ 1,000
110	44700	452	EQUIPMENT - OPERATIONS	\$ 3,000	\$ -	\$ 3,000
110	44700	454	SUPPLIES - OPERATIONS	\$ -	\$ -	\$ -
110	44700	456	PERSONAL SAFETY SUPPLIES - OPERATIONS	\$ 850	\$ -	\$ 850
110	44700	462	MAINT & REPAIR - LAWN EQUIPMENT	\$ 2,000	\$ -	\$ 2,000
110	44700	469	TREE TRIMMING SERVICES	\$ 1,000	\$ -	\$ 1,000
110	44700	470	MISC PROJECTS - CITY	\$ 11,000	\$ -	\$ 11,000
110	44700	473	EQUIPMENT RENTAL	\$ -	\$ -	\$ -
110	44700	474	FIRE ALARM MONITORING	\$ 600	\$ -	\$ 600
110	44700	475	FIRE EXTINGUISHER ANNUAL SERVICE	\$ 250	\$ -	\$ 250
110	44700	476	PARK COMMISSION EXPENSES	\$ 250	\$ (250)	\$ -
110	44700	477	INTERSTATE SIGNS	\$ -	\$ -	\$ -
110	44700	478	COMMUNITY PROGRAMS	\$ 10,000	\$ (9,500)	\$ 500
110	44700	479	NATURE CENTER OPERATIONS	\$ 1,000	\$ 500	\$ 1,500
110	44700	487	HISTORY VILLAGE MAINT	\$ 1,000	\$ -	\$ 1,000
110	44700	488	HISTORY VILLAGE REPAIRS	\$ 1,000	\$ -	\$ 1,000
110	44700	489	VETERANS PARK MAINT	\$ 1,200	\$ -	\$ 1,200
110	44700	497	PARK TRAIL MAINT	\$ 2,500	\$ -	\$ 2,500

DEPARTMENT OF PUBLIC PARKS

GENERAL FUND						
ACCT	FUNCT	OBJ	OPERATING EXPENDITURES	FY 22/23	FY 22/23	FY 22/23
				Original	Amendment	New Budget
110	44700	498	PARK LAKE MAINT	\$ 6,000	\$ -	\$ 6,000
110	44700	942	COMMERCIAL MOWERS	\$ -	\$ -	\$ -
110	44700	944	FLEET	\$ -	\$ -	\$ -
110	44700	948	COMPUTER EQUIPMENT	\$ 2,750	\$ -	\$ 2,750
110	44700	963	MISCELLANEOUS IT	\$ 1,000	\$ (1,000)	\$ -
Total Operating				\$ 84,100	\$ (8,250)	\$ 75,850
Park Capital (Park Account)						
112	44700	440	PARK IMPROVEMENTS	\$ 20,000	\$ -	\$ 20,000
112	44700	495	PARK MASTER PLAN	\$ 30,000	\$ 70,000	\$ 100,000
112	44700	943	PARK PLAYGROUND PROJECT	\$ 52,163	\$ 200,000	\$ 252,163
112	27100		PARK ACCOUNT BALANCE	\$ -	\$ (270,000)	\$ (270,000)
Total Park Capital (Park Account)				\$ 102,163	\$ -	\$ 102,163
Park Capital (Facilities Account)						
300	44700	993	PARK INFRASTRUCTURE	\$ 100,000	\$ -	\$ 100,000
Total Park Capital (Facilities Account)				\$ 100,000	\$ -	\$ 100,000
TOTAL GENERAL FUND EXPENDITURES				\$ 523,330	\$ (80,750)	\$ 442,580

2 Full-Time Employees

City of Fairview - FY 2022/2023-Amended Budget

GENERAL FUND			
	FY 22/23	FY 22/23	FY 22/23
	Original	Appropriation Transfers	New Budget

OPERATING ACCOUNT (Unassigned)

110	Personnel	\$ 4,930,341	\$ 26,275	\$ 4,956,616
110	Operating	\$ 2,319,100	\$ 263,700	\$ 2,582,800
110	Debt Service	\$ 719,000	\$ -	\$ 719,000
110	Capital	\$ 3,870,020	\$ (224,475)	\$ 3,645,545
	TOTAL OPERATING ACCOUNT	\$ 11,838,461	\$ 65,500	\$ 11,903,961

PARK ACCOUNT (Committed)

112	Capital	\$ 102,163	\$ 270,000	\$ 372,163
112	Account Balance	\$ -	\$ (270,000)	\$ (270,000)
	TOTAL PARK ACCOUNT	\$ -	\$ -	\$ 102,163

TREE BANK ACCOUNT (Committed)

113	Capital	\$ -	\$ -	\$ -
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ARPA ACCOUNT (Committed)

114	Capital	\$ 660,000	\$ -	\$ 660,000
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FACILITIES ACCOUNT (Committed)

300	Debt Service	\$ 169,000	\$ 13,500	\$ 182,500
300	Capital	\$ 192,000	\$ (79,000)	\$ 113,000
	TOTAL FACILITIES ACCOUNT	\$ 361,000	\$ (65,500)	\$ 295,500

TOTAL GENERAL FUND	\$ 12,961,624	\$ -	\$ 12,961,624
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STATE STREET AID FUND			
	FY 22/23	FY 22/23	FY 22/23
	Original	Amendments	New Budget

STREET AID ACCOUNT (Restricted)

121	TOTAL STREET AID FUND	\$ 319,500	\$ -	\$ 319,500
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DRUG FUND			
	FY 22/23	FY 22/23	FY 22/23
	Original	Amendments	New Budget

DRUG FUND ACCOUNT (Restricted)

619	TOTAL DRUG FUND	\$ 34,000	\$ -	\$ 34,000
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RESOLUTION 28-23

10C

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN RAGAN SMITH AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview retains Ragan Smith for Fairview’s on-call engineering services; and

WHEREAS, the parties have negotiated an amendment to the agreement for said services, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the AMENDMENT TO THE ON-CALL AGREEMENT FOR ENGINEERING SERVICES BETWEEN RAGAN SMITH AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney



March 22, 2023

VIA EMAIL: stotty@fairview-tn.org

Ms. Sarah Totty
Assistant City Engineer
City of Fairview
7100 City Center Way
Fairview, Tennessee 37062

RE: ON-CALL FOR ENGINEERING SERVICES – AMENDMENT TO WORK ORDER #1

Ragan-Smith-Associates, Inc. is pleased to provide the following proposal for *surveying, transportation planning, preliminary engineering, ROW, permitting and construction engineering inspection services* for the above-referenced project. Your acceptance of this proposal acknowledges that the attached *Contract Terms and Conditions* are agreeable and are incorporated by reference.

Introduction

The City of Fairview is seeking to provide design, bid management, and construction engineering inspections for \$9.4 million in various municipal road construction and road improvement projects.

Responsibilities will include, but are not limited to:

- Provide engineering design services for various roadway and related capital projects
- Prepare bid and construction documents for roadway and related capital projects
- Prepare itemized estimates of proposed project costs by using up to date costs information
- Prepare project specifications and bid documents
- Prepare bid notices
- Prepare bid advertisements
- Assist with the evaluation of bids and make recommendations for contract awards
- Perform construction engineering inspection (CEI) services for contracted projects
- Perform other services as necessary to complete the design, bidding, management, and construction engineering and inspections of roadways and related capital projects

This Amendment to Work Order #1 is for the preliminary design of the improvements to Northwest Highway and State Route 96, as described below.

Scope of Work

RaganSmith has been asked to develop preliminary, right-of-way, and construction plans for the realignment and widening of NW Highway from SR-96 to approximately 875' to the south.

The proposed improvements seek to widen NW Highway to a 3 12-foot lane section with curb and gutter and 5-foot sidewalks along both sides of the road and to provide a realigned 90 degree signalized intersection at NW Highway and SR-96. A new box culvert will be designed to replace the existing culvert along the existing roadbed.

NASHVILLE
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO
1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA
1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



In addition, SR-96 will be widened symmetrically to accommodate a left turn lane and a dedicated right turn lane at the newly aligned NW Highway intersection.

This work order pertains to the Preliminary Phase of this project. An additional work order will be issued at a later date to provide scope and fee for the Right-of-Way Phase and additional phases of this project.

1.0 – FIELD SURVEY AND DATA COLLECTION

RaganSmith will complete a full topographic survey guided by TDOT Survey Manual standards. All work will be performed under the supervision of a Professional Surveyor licensed in the State of Tennessee.

NW Highway will be surveyed from the existing intersection at SR-96 approximately 1,650' south within a 200' wide corridor, centered on the existing centerline. The realigned portion of NW Highway will be surveyed from the proposed intersection of SR-96 approximately 270' to the south within a 200' corridor, centered on the proposed centerline.

SR-96 survey limits will begin approximately 650' to the west of the proposed intersection of NW Highway and SR-96 and end approximately 650' east of said intersection. The survey corridor width will be 200', centered on the existing centerline.

The scope for this task is further described below:

- Licensed Surveyor oversight - establish limits, corridor width, survey means, and crew coordination
- Topographic features (terrestrial survey, drone, and laser scanning anticipated)
- Property survey / ROW establishment
 - Establish existing ROW of SR-96 and NW Highway within project limits
 - Establish front and side property boundaries for up to 13 properties within project limits
- Utility survey
 - Locate above and below ground utilities by field observation and TN On-Call information
- Drainage survey
 - Bridge/culvert sketch (up to 1 large culvert)
 - Stream profiles (2 flood sections, stream profile 600', and culvert sketch)
 - Structure data collection
 - Inverts and pipe sizes
 - Previous design plans review (for drainage features)
- Process survey data to TDOT standards

Deliverables:

- *Survey Cadd Drawings (Microstation .dgn format)*
- *Digital Terrain Model*
- *Acquisition Table*
- *Utility Owner Contacts Table*
- *Stream Profile*
- *Flood Plain Sections*
- *Bridge Sketch*



2.0 – PROJECT MANAGEMENT AND COORDINATION

This task will consist of the following activities:

- Project meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings with the City and other stakeholders
- Project coordination – consists of coordination of project progress and status, scheduled and impromptu coordination calls and meetings to keep the City and other stakeholders generally informed on the project status, and subconsultant contracting and coordination
- Internal team meetings / action items / coordination
- Continuous coordination with agencies for status updates on all submittals
- Coordination with subconsultants
 - Contracting
 - Deadlines and project status
 - Requirement changes/avoidance issues/integration with other project elements
- Invoices on a monthly basis

Deliverables:

- *Project Meeting Minutes*
- *Project Exhibits (as needed)*

3.0 – ENVIRONMENTAL ASSESSMENT

This task will consist of the following activities:

- Jurisdictional determinations by QHP for streams/wetlands/conveyances
 - Field assessment
 - Hydrologic determinations (TDEC)
 - Jurisdictional determinations (USACE)
 - Wetland delineation
 - Field survey of environmental features (survey staff pickup flagged items)
 - Identify top of bank, bankfull, and top of normal water elevation
 - Ecology field data sheets to support determinations
 - Submit determinations for review
 - Site visit with TDEC and USACE for determinations
 - Inclusion of determinations in ecology report
- Rare, Threatened, or Endangered (RTE) species habitat review
 - Request and review IPAC report (informal federal database)
 - Review of TDEC database for potential RTE species
 - Bat habitat study
 - U.S. Fish and Wildlife coordination
 - Determination of impacts
 - Inclusion of data, coordination, and impacts in ecology report

Deliverables:

- *Jurisdictional Determination report*
- *Rare, Threatened, or Endangered Species report*



4.0 – PRELIMINARY ENGINEERING PHASE

RaganSmith will develop preliminary roadway design plans guided by TDOT standards under the supervision of Professional Engineers licensed in the State of Tennessee.

Anticipated design features:

- Design speed (NW Highway) – 40 mph / posted speed 35 mph
- 3 12-foot lanes with curb and gutter
- 5-foot sidewalks along both sides of the road
- Approximately 280' of realignment of NW Highway
- Approximately 625' of widening of NW Highway
- New box culvert
- Hydraulic analysis
- Traffic signal at SR-96 and NW Highway

The preliminary design plan set will include the following sheets:

- Title Sheet
- Typical Sections
- Preliminary Right-of-Way Acquisition Table
- Present Layouts
- Proposed Layouts
- Proposed Profiles
- Sideroad Profiles
- Driveway Profiles
- Signing and Marking Sheets
- Culvert Section(s)
- Roadway Cross Sections

RaganSmith will host up to two coordination meetings with TDOT to discuss the improvements of SR-96 and the potential impacts to the state right-of-way. Design revisions based on these meetings will be coordinated with City staff and documented through meeting minutes.

Deliverables:

- *Preliminary Roadway Plans Set (Approximately 30%)*
- *Preliminary Cost Estimate*
- *TDOT design meeting minutes*

Exclusions:

No rise certification
FEMA CLOMR or LOMR
Landscaping/hardscaping
Roadway lighting



Compensation

RaganSmith will provide the above **Scope of Services** on a lump sum basis with the maximum fee as summarized below.

1.0 Field Survey and Data Collection	\$ 66,000
2.0 Project Management and Coordination	\$ 6,500
3.0 Environmental Assessment.....	\$ 8,000
4.0 Preliminary Engineering Phase	\$ 55,000
TOTAL FEE	\$135,500

This amendment will increase the contract ceiling for Work Order #1 from the original amount of \$35,000 to a revised amount of **\$170,500**.

RaganSmith will not exceed the lump sum fee detailed above without authorization from the City of Fairview. Individual task amounts are provided for budgeting purposes only. RaganSmith reserves the right to reallocate amounts among tasks as necessary.

Right-of-way design, right-of-way acquisition phase services, final design services, environmental permitting, bid phase services, and construction administration services are included in this on-call contract but have not been estimated herein and are not yet established. At such time as these services are defined, RaganSmith will provide a supplement for these services to the City.

Should additional services be required outside the Scope of Services outlined in this agreement, said services shall be mutually agreed to in writing prior to commencing and billed at an hourly rate in accordance with the attached *Contract Terms and Conditions*. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are included in the fees above. Invoices will be submitted monthly and are due and payable within 30 days of invoice date.

Schedule

The services will be provided as expeditiously as practical with the goal of meeting a mutually agreed upon schedule.

We appreciate the opportunity to provide this professional service agreement to you. If you agree to the terms, please sign and return a copy of this agreement that will serve as authorization to proceed.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.


W. Lee Schumann, P.E.
Project Manager


Scott M. Niesen, P.E.
Vice President

WLS/SMN:djb

Enclosures



CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: _____ **Date:** _____

Printed/Typed Name: _____ **Title:** _____



CONTRACT TERMS AND CONDITIONS

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Principal (\$255.00), Senior Project Manager (225.00), Senior Design Manager (225.00), Project Manager (200.00), Design Manager (200.00), Professional Engineer (175.00), Professional Landscape Architect (\$160.00), Professional Land Surveyor (155.00), Planner (155.00).

TECHNICAL SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Senior Designer (\$150.00), Senior Technician (145.00), Designer (125.00), Technician (125.00), Administrative Assistant (95.00).

FIELD SURVEY SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Survey Manager (\$155.00), One Man Survey Crew (160.00), Two Man Survey Crew (215.00), Three Man Survey Crew (270.00), 3-D Laser Scanning Survey Crew (295.00), Unmanned Aircraft Crew (320.00).

CONSTRUCTION SERVICES

Table with 2 columns: Classification, Hourly Rate. Rows include Construction Manager (\$190.00), CEI Resident Engineer (165.00), Asphalt/Concrete Plant Manager (140.00), Senior Inspector (130.00), CEI Contract Specialist (120.00), Inspector (105.00).

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Table with 2 columns: Expense Category, Rate. Rows include Travel (Cost), Travel and subsistence expenses (Lodging, meals, mileage, etc.), Subcontracts (Cost), Sundries / Review/Submittal Fees (Cost), Printing/reproductions (Commercial Rates).

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT - Ragan-Smith-Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement.

STANDARD OF CARE - RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS - If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST - When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS - Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE - RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater.

WAIVER OF CONSEQUENTIAL DAMAGE - RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS - Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 1/2%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS - The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION - In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION - The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.



November 7, 2022

VIA EMAIL: scollins@fairview-tn.org

Mr. Scott Collins
City Manager
City of Fairview
7100 City Center Way
Fairview, Tennessee 37062

RE: ON-CALL FOR ENGINEERING SERVICES

Dear Scott:

Ragan-Smith-Associates, Inc. is pleased to provide the following proposal for *transportation planning/preliminary engineering* for the above-referenced project.

Introduction

The City of Fairview is seeking to provide design, bid management, construction, engineering and inspections for \$9.4 million in various municipal road construction and road improvement projects.

Responsibilities will include, but are not limited to:

- Provide engineering design services for various roadway and related capital projects.
- Prepare bid and construction documents for roadway and related capital projects.
- Prepare itemized estimates of proposed project costs by using up to date costs information.
- Prepare project specifications and bid documents.
- Prepare bid notices.
- Prepare bid advertisements.
- Assist with the evaluation of bids and make recommendations for contract awards.
- Perform construction, engineering & inspections (CEI) services for contracted projects.
- Perform other services as necessary to complete the design, bidding, management, construction, engineering, and inspections of roadway and related capital projects.

RaganSmith has added to its team the subconsultant services of TTL Associates to assist with geotechnical exploration and Freese and Nichols for hydrological and floodplain studies. RaganSmith will add additional subconsultants as needed.

Scope of Work

The City of Fairview has outlined two projects it would like to utilize the Engineering Services On-call for: Northwest Highway Improvements and Chester Road Improvements. In order to fully utilize the funds available through the on-call, further planning is required to gain a full understanding of the scope of work for each of the projects.

NASHVILLE
315 Woodland Street
P.O. Box 60070
Nashville, TN 37206
(615) 244-8591

MURFREESBORO
1500 Medical Center Parkway
Suite 2 J
Murfreesboro, TN 37129
(615) 546-6050

CHATTANOOGA
1410 Cowart Street
Suite 200
Chattanooga, TN 37408
(423) 490-9400



The Northwest Highway Improvements project seeks to provide roadway improvements and a uniform typical section from the southeastern point of the Belvoir Subdivision to the intersection of Northwest Highway and State Route 96. The intersection of Northwest Highway and State Route 96 will require realigning. Currently there are two developments (Belvoir and Bellehaven) adjacent to Northwest Highway that are in different stages of their development process and progressing toward construction. The City is working with each development group to further define roles and responsibilities for the needed improvements along the Northwest Highway.

The Chester Road Improvement project seeks to provide roadway and drainage improvements to mitigate floodplain issues along the roadway. These improvements may consist of full depth roadway pavement replacement and/or upgrades to current roadway culvert crossings.

The ultimate scope of each of these projects will depend on future coordination meetings, site plan approvals for the Bellehaven and Belvoir developments, and available construction budgets.

Based on these conditions and coordination with the City of Fairview staff, we have provided the following limited scope herein for the On-Call for Engineering Services. A full proposal will be provided once the ultimate scope of work is determined for each of the projects listed above.

Due Diligence / Information Available

- Northwest Highway at Elrod Road Plat
- Belvoir Construction Plans (2021-10-11)
- Northwest Highway conceptual layout
- Northwest Highway proposed lot diagram
- 21-1215 Site Base (T-Squared)

1.0 – TRANSPORTATION PLANNING / PRELIMINARY ENGINEERING

RaganSmith will work with the City and project stakeholders to develop the scope of services, project limits, and ultimate typical section of the Northwest Highway Improvements project. In addition, RaganSmith will assist the City in determining the scope of services for the Chester Road Improvements project within the remaining on-call budget.

This task will consist of the following activities:

- Project Meetings – consists of scheduling, setting the agenda, and producing meeting minutes for project meetings with the City and other stakeholders to further develop the scope of services for the projects included in the Engineering Services on-call.
- Project Coordination – consists of coordination of project progress and status, scheduled and impromptu coordination calls and meetings to keep the City and other stakeholders generally informed on the project status, and subconsultant contracting and coordination.
- Project Site Visit – RaganSmith will perform a site visit to each of the project sites to review the existing conditions, take field notes, and collect digital photography to assist in the design efforts in future tasks.
- Transportation Planning / Preliminary Engineering – consists of generating conceptual layouts and review of adjacent development cad files to further determine the scope of services for the projects included in the Engineering Services on-call.
- Preliminary Cost Estimating – consists of providing high-level design and construction opinion of probable costs to aid the City in the project planning and budgeting process.
- Project accounting – consists of tasks associated with project invoicing with the City and subconsultants.



Compensation

RaganSmith will provide the above **Scope of Services** on a lump sum basis with the maximum fee as summarized below.

1.0 Transportation Planning / Preliminary Engineering.....	\$ 35,000
TOTAL FEES	\$35,000.00

Without authorization from the City of Farview, RaganSmith will not exceed the lump sum fee detailed above. Individual task amounts are provided for budgeting purposes only. RaganSmith reserves the right to reallocate amounts among tasks as necessary.

Preliminary Design, Right-of-Way Design, Right-of-Way Acquisition Phase Services, Final Design Services, Environmental Permitting, Bid Phase Services, and Construction Administration Services are included in this on-call contract but have not been estimated herein and are not yet established. At such time as these services are defined, RaganSmith will provide a supplement for these services to the City.

Should additional services be required outside the Scope of Services outlined in this agreement, said services shall be mutually agreed to in writing prior to commencing and billed hourly. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are included in the fees above. Invoices will be submitted monthly and are due and payable within 30 days of invoice date.


Schedule

The services will be provided as expeditiously as practical with the goal of meeting a mutually agreed upon schedule.

We appreciate the opportunity to provide this professional service agreement to you. If you agree to the terms, please sign and return a copy of this agreement that will serve as authorization to proceed.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.


Scott M Nielsen, P.E.
Vice President


W. Lee Schumann, P.E.
Project Manager

WLS:SMN:djb

Enclosures

CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:

By: Scott Collings Date: 11-7-2022

Printed/Typed Name: SCOTT COLLINGS Title: CITY MANAGER

**CONTRACT TERMS AND CONDITIONS**

SCHEDULE OF SERVICES AND EXPENSES - The below hourly billing rates are current and effective as of the date of this agreement. Hourly rates will be based on the most current RaganSmith rate sheet when services are provided and are therefore subject to change.

PROFESSIONAL SERVICES

<i>Classification</i>	<i>Hourly Rate</i>
Principal	\$240.00
Senior Project Manager	210.00
Project Manager	185.00
Professional Engineer	160.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Registered Landscape Architect	\$150.00
Registered Land Surveyor	145.00
Planner	145.00

TECHNICAL SERVICES

<i>Classification</i>	<i>Hourly Rate</i>
Senior Designer	\$140.00
Senior Technician	135.00
Designer	115.00
Technician	115.00
Administrative Assistant	90.00

FIELD SURVEY SERVICES

<i>Classification</i>	<i>Hourly Rate</i>
Survey Manager	\$145.00
One Man Survey Crew	150.00
Two Man Survey Crew	200.00
Three Man Survey Crew	250.00
3-D Laser Scanning Survey Crew	275.00
Unmanned Aircraft Crew	300.00

CONSTRUCTION SERVICES

<i>Classification</i>	<i>Hourly Rate</i>
Construction Manager	\$180.00
CEI Resident Engineer	155.00
Asphalt/Concrete Plant Manager	130.00
Senior Inspector	120.00
CEI Contract Specialist	110.00
Inspector	95.00

EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency

PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT – Ragan-Smith-Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from RaganSmith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of RaganSmith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

STANDARD OF CARE – RaganSmith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by RaganSmith.

CONCEALED OR UNKNOWN CONDITIONS – If conditions are encountered at the site that are concealed or unknown, then RaganSmith will be entitled to an equitable adjustment in the contract sum or contract time or both.

OPINIONS OF COST – When requested by the Client, RaganSmith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

SITE ACCESS – Client will grant or obtain free access to the site for all equipment and personnel necessary for RaganSmith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted RaganSmith free access to the site.

JOB SITE SAFETY - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of RaganSmith nor the presence of RaganSmith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

INSURANCE – RaganSmith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

LIMITATION OF LIABILITY - In recognition of the relative risks and benefits of the project to both the Client and RaganSmith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of RaganSmith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$100,000 or RaganSmith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

WAIVER OF CONSEQUENTIAL DAMAGE – RaganSmith and Client waive their right to recover consequential damages against each other, and RaganSmith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

PAYMENT TERMS – Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 1/2%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

LIEN RIGHTS – The parties agree that the design services provided by RaganSmith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of RaganSmith's services, and the parties agree that RaganSmith will have lien rights in and to the property to the extent of the services provided by RaganSmith under this agreement regardless of whether any improvements are made to the property.

DISPUTE RESOLUTION/MEDIATION – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and RaganSmith agree to submit all such disputes to mediation prior to the commencement of litigation.

TERMINATION – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, RaganSmith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.

OWNERSHIP AND USE OF DOCUMENTS - If, in the pursuit and accomplishment of this work, RaganSmith's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and will not be a computer-generated copy, photocopy, or facsimile transmission of the original. Any use or reuse of original or altered CADD data/information by Client, agents of Client, or other parties without the prior review and written approval of RaganSmith shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold harmless RaganSmith from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of this data/information. All documents (drawings, plans, letters, notes, calculations, renderings, reports, models, specifications, exhibits and other documents) produced by RaganSmith are instruments of service and remain the property of RaganSmith and can only be used on the specific project for which they were produced. Any other use of the documents is strictly prohibited.

RESOLUTION 30-23

10 D

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN EXTREME LIGHTING & SOUND, LLC (ELS) AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview (“Fairview”) desires to retain Extreme Lighting & Sound (“ELS”) for Fairview’s event production services for the annual July 3rd Independence Day celebration; and

WHEREAS, the parties have negotiated an agreement for said services, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the AGREEMENT BETWEEN EXTREME LIGHTING & SOUND, LLC AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

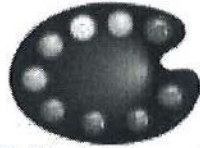
Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney



ELS
EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062
Phone: 615-266-5236 Fax: 615-266-5241
admin@extremelightingandsound.com

EVENT PRODUCTION SERVICES AGREEMENT

This Contract for Services is made effective as of May 5th, 2023, by and between City of Fairview, TN ("COF") of 7100 City Center Way, Fairview, Tennessee 37062, and Extreme Lighting & Sound, LLC ("ELS") of 1367 Fairview Blvd, Fairview, Tennessee 37062.

1. DESCRIPTION OF SERVICES. Beginning upon execution of this agreement, ELS will provide to COF the following services (collectively, the "Services"):

Event planning and production services for the musical entertainment portion of the City of Fairview July 3rd Celebration on 07/03/2023. This includes SL-100 mobile stage, labor, stage power distribution including setting of generator (FBO), cabling, cable ramps, and rigging, lighting, audio, & video as required by our design and at our sole discretion. Provision for reasonable Artist Riders is included. COF shall provide overall event management, security, weather monitoring, emergency services, Artist booking and relations, & payments to artists as well as stage banners, promotion, stage generator, and hospitality/catering to include ELS crew. Grounds keeping and clean-up after the show shall be the responsibility of COF.

2. PAYMENT. Payment shall be made to Extreme Lighting & Sound, LLC, Fairview, Tennessee 37062, in the amount of \$13,800.00 upon completion of the services described in this Contract.

It shall be understood that this is an outdoor production and will go on "rain or shine". In the event this show is not presented because of inclement weather or other safety concerns, and ELS is present and ready to perform, COF must pay ELS in full regardless.

In addition to any other right or remedy provided by law, if COF fails to pay for the Services when due, ELS has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies. COF shall pay all costs of collection, including without limitation, reasonable attorney fees.

3. TERM. This Contract will terminate automatically upon completion by ELS of the Services required by this Contract.

4. CONFIDENTIALITY. ELS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ELS, or divulge, disclose, or communicate in any manner, any information that is proprietary to COF. ELS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by COF of these



ELS
EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062

Phone: 615-266-5236 Fax: 615-266-5241

admin@extremelightingandsound.com

confidentiality obligations which allows ELS to disclose COF's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5. WARRANTY. ELS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ELS's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to ELS on similar projects.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written or, in the case of inclement weather, a safety issue, or other sudden or unforeseen event, verbal notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or



ELS
EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062

Phone: 615-266-5236 Fax: 615-266-5241

admin@extremelightingandsound.com

omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Tennessee.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.



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17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written, City Manager or other authorized party for City of Fairview, TN, and Glenn Grundberg, SrVP/COO for Extreme Lighting & Sound, LLC, effective as of the date first above written.

Service Recipient:
City of Fairview, TN

By: _____

Print Name: _____

Service Provider:
Extreme Lighting & Sound, LLC

By:  _____

Glenn Grundberg

RESOLUTION 31-23

10E

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview Police Department applied for the Violent Crime Intervention Fund Grant; and

WHEREAS, the City of Fairview Police Department was approved for this grant and awarded \$99,786.00 for fiscal year 2024; and

WHEREAS, the City of Fairview Police Department will use these funds for training and to purchase new equipment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the AGREEMENT BETWEEN THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAMS AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
CITY OF FAIRVIEW**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Fairview, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2884

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used.

This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 6/1/2023 ("Effective Date") and extend for a period of Thirteen (13) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Ninety Nine Thousand Seven Hundred Eighty Six Dollars (\$99,786.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2023 and Attachment A-1 for fiscal year 2024, is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000
Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the

total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- a. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Aimee Curley, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Aimee.Curley@tn.gov
 Telephone # (615) 532-2277

The Grantee:

Mark Sutton, Lieutenant
 Fairview Police Department
 7100 City Center Way
 Fairview, Tennessee 37062
 Email: msutton@fairview-tn.org
 Telephone # (615) 387-6090

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;

- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations

related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under

this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.6. State Sponsored Insurance. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasi-governmental entity as defined by federal law applicable to ERISA. Grantee must submit all required documentation to the Department of Finance and Administration and receive approval on or before July 1, 2023, to comply with this grant requirement.
- E.7. Capital Asset. The Grantee shall:
- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
 - (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
 - (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
 - (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
 - (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
 - (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.

2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.

3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.

- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

CITY OF FAIRVIEW:

GRANTEE SIGNATURE

DATE

Lisa Anderson, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 6/1/2023	End Date 6/30/2024	Agency Tracking # -	Edison ID		
Grantee Legal Entity Name City of Fairview			Edison Vendor ID 2884		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A			
		Grantee's fiscal year end: June 30			
Service Caption (one line only) VCIF, Formula Based Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY23	\$ 0.00				\$ 0.00
FY24	\$99,786.00				\$99,786.00
FY25					
TOTAL:	\$99,786.00				\$99,786.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart FA00003518		Account Code City - 71302000			



April 21, 2023

Lisa Anderson, Mayor
City of Fairview
7100 City Center Way
Fairview, TN 37062

Dear Mayor Anderson:

Enclosed is the contract for your FY2023 VCIF award.

To accept this grant award, as the Authorized Official for your agency, you are required to sign and date the attached **Grant Contract and Certifications** in the appropriate places. All documents must be signed by hand or with a certified time-stamped Adobe signature. All signed contracts must be submitted electronically. Please return the contract to the enclosed address by **Thursday, May 18, 2023**. Please contact your program manager (see below) with any concerns or questions.

***Note, please return the entire document packet, with signature pages included (rather than just a signature page).**

After the State of Tennessee has approved the Contract, a fully-executed copy will be returned to your agency. **No payments can be made until this process is complete**, therefore, a prompt return of the documents will ensure that the payment process will begin as soon as possible according to the state invoice system.

Additional Requirement: Save and/or Print the Applicable Attachment(s) related to D. 19 (Notice of Audit Report and Parent/Child Information). These documents must be completed and submitted to the Comptroller's office no later than 90 days before the end of the agency's fiscal year for each year of the contract. Follow the instructions on the attachment.

Your Program Manager is Aimee Curley. For questions or assistance regarding this contract, please contact Aimee Curley, at (615) 532-2277, or email Aimee.Curley@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer Brinkman'.

Jennifer Brinkman
Director

cc: Mark Sutton, Lieutenant
File

75
51.5 AC

76
367 ACC

80
9.34 AC

77
0.02
1 AC

78
1 AC

79
1 ACC

81
55.53 AC

82
14.37 AC

82.03
17.37 AC

73
7.66 AC

74
4.1 AC

72
1.04 AC

72.01
1 AC

72.02
1.17 AC

18.01
1.76 AC

18.02
0.37 AC

17.01
1.76 AC

17.02
2.1 AC

17.03
3.13 AC

17.04
1.5 AC

82.04
22.16 AC

82.01
1 AC

71
1.03 AC

82.05
3.84 AC

82.0
2.14 AC

85
39.85 AC

SI 003

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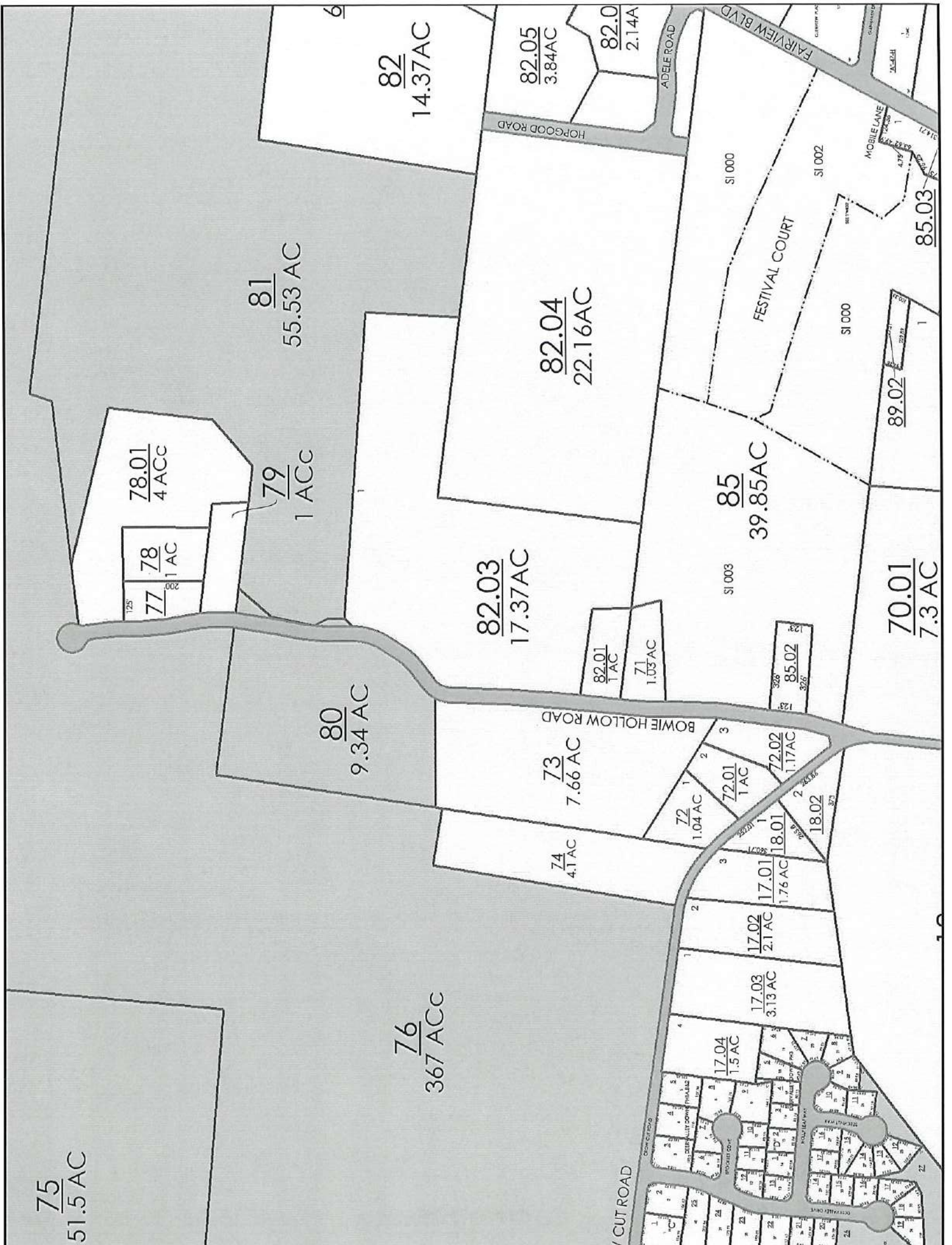
SI 000

SI 000

70.01
7.3 AC

89.02

85.03



ANY CUTTING OR FILLING AFTER THIS DATE MAY RENDER DISPOSAL AREA UNSUITABLE THEREBY VOIDING THIS PERMIT.

"ALL SEPTIC SYSTEMS MUST BE INSTALLED BY AN INSTALLER LICENSED IN THIS COUNTY."

NO BATHING FIXTURES TO EXCEED STANDARD CAPACITY (50-75) GALLONS, INCLUDING OVERSIZE BATHUBS, SPA-TUBS, HOT TUBS, WHIRLPOOLS OR JACUZZIS, ETC. SHALL BE ALLOWED UNLESS SPECIFICALLY APPROVED BY THE WILLIAMSON COUNTY ENVIRONMENTAL OFFICE.

All plumbing fixtures to be of the water conservation type, including low volume flush toilets, 1/2 cfs of hot and cold water faucets, showers and shower heads.

INTERCEPTOR/CURTAIN DRAIN REQUIRED

EACH LOT IS RESTRICTED TO A MAXIMUM SINGLE DWELLING OF 3 BEDROOMS.

TRACT AREAS	
No. Acres	Square Ft.
1	1043 45,417
2	1000 43,574
3	1174 51,233

RIGHT-OF-WAY CURVE DATA			
CURVE	CENTRAL ANGLE	RADIUS	LENGTH
C-1	13°-02'-02"	434.22'	99.78'
C-2	126°-25'-44"	15.00'	33.10'
C-3	4°-52'-33"	237.84'	22.79'
C-4	2°-08'-18"	2803.14'	104.82'
C-5	2°-32'-20"	2803.14'	104.81'
C-6	0°-37'-09"	177.11'	19.14'

FINAL PLAT.
PRINCE SUBDIVISION

City of Fairview
Located in the 1st Civil District
of Williamson County, Tennessee

Scale: 1" = 100'
Date: October 10, 1989
Ref: Deed Book 132, Page 253
Map 46, Par. 72

NOTES

- (1) There is a 10' easement on all property lines parallel to and abutting public roads and a 5' easement on all interior lot lines for drainage and utility.
- (2) All corners are marked by iron pins.
- (3) Total area in subdivision 321.6 acres.
- (4) Zoned Residential R-1.

Property Owners: Jim Prince and David Cornwell
404 Crowcut Road NW
Fairview, TN 37062

STREET ADDRESSES	
Lot #1	410 Crow Cut Road NW
Lot #2	406 Crow Cut Road NW
Lot #3	402 Crow Cut Road NW



CERTIFICATE OF APPROVAL OF STREETS
I hereby certify that all streets designated on the final plat entitled PRINCE SUBDIVISION have been constructed in accordance with current, local, and/or state government requirements, or (2) a surety bond has been posted with the Fairview Planning Commission to ensure completion of street improvements in case of default.

Date: 1-23, 1990
Casa E. Stewart
Name, Title and Agency of Authorized Approving Agent

CERTIFICATE OF ACCURACY OF SURVEY
I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the specifications of the Fairview Subdivision Regulations and that the ratio of precision of the unadjusted survey is 810,000 or greater.

Date: 10-10, 1989
W. A. Richardson, Jr.
W. A. Richardson, Jr., Team, RLS #889
403 Oakwood Drive
Columbia, TN 38401
Phone: 384-7753

Certification of General Approval for Installation of Subsurface Sewage Disposal Systems with Restrictions.
General approval is hereby granted for lots proposed hereon as being suitable for subsurface sewage disposal with the listed and/or attached restrictions.

Before the initiation of construction, the location of the house or other structure and place for the subsurface sewage disposal system shall be approved by the local health authority.

Date: 1/19/90
W. A. Richardson, Jr.
Local Health Authority

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS
I hereby certify that the following utility systems outlined or indicated on the final subdivision plat entitled PRINCE SUBDIVISION have been installed in accordance with current, local, and/or state government requirements, or (2) a surety bond has been posted with the Fairview Planning Commission to ensure completion of the following improvements in case of default.

Water System: 1-22, 1990
David Utility Mfg.
Name, Title and Agency of Authorized Approving Agent

Sewer System: 1/22, 1990
David Utility Mfg.
Name, Title and Agency of Authorized Approving Agent

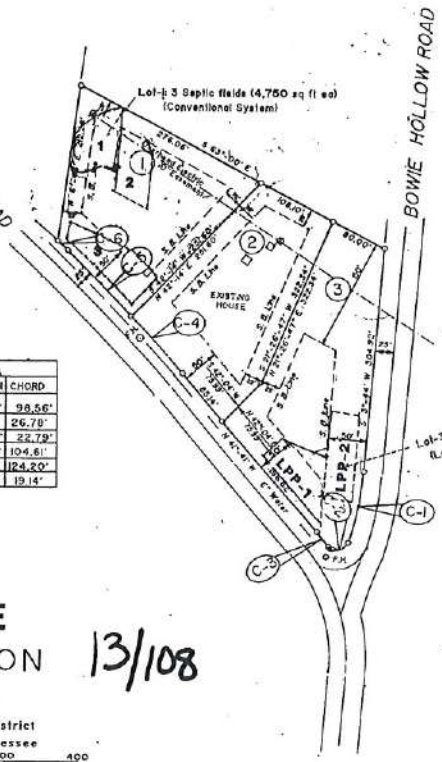
CERTIFICATE OF OWNERSHIP AND DEDICATION
I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public or private use as noted.

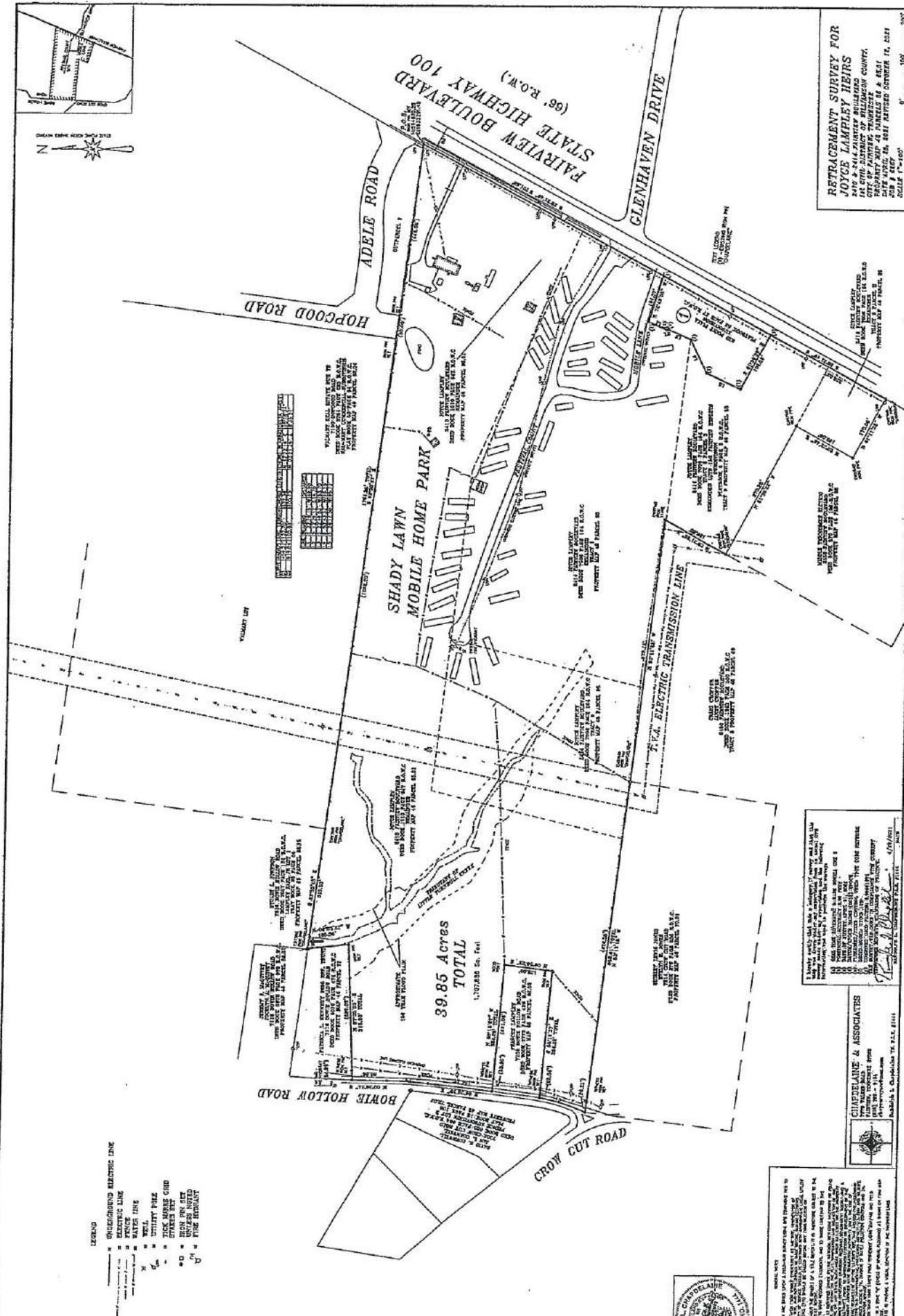
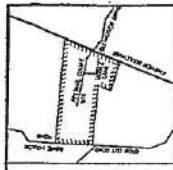
Date: 1-23, 1990
Jim Prince
Owner

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Fairview, Tennessee with the exception of such variances and/or modifications, if any, as are noted in the minutes of the Planning Commission, and that it has been approved for recording in the office of the County Register.

Date: Feb 5, 1990
Paula Morgan
Secretary, Planning Commission

WILLIAMSON, STATE OF TENNESSEE
Received for record this 10 day of Feb, 1990
All in Deed Book 132 - 11 noted in note book 132 page 253
and recorded in Plat Book no. 132 page 108 State Tax
Paid 10.00 Commission Fee Total 10.00
Receipt No. 1845 Increase my hand
Sadie Wall Register





- LEGEND**
- UNDESIGNED ELECTRIC LINE
 - DESIGNING LINE
 - POWER LINE
 - WATER LINE
 - WELL
 - EXISTING PIPE
 - EXISTING CHUB
 - IRON PIN SET
 - STAKE SET
 - WIRE BOUNDARY

**39.85 Acres
TOTAL**

**RETRACEMENT SURVEY FOR
JOYCE LAMBLEY HEIRS**
 2410 S. 2414 FAIRBREW BOULEVARD
 FAIRBREW, MINNESOTA
 PROPERTY MAP IS PARCELS 18 & 18-1
 JOB # 100
 SCALE 1" = 100'
 DATE 10/11/2011

ALL RIGHTS RESERVED
 THIS SURVEY WAS CONDUCTED BY CHIMELAINE & ASSOCIATES, INC. ON BEHALF OF THE HEIRS OF JOYCE LAMBLEY.
 THE HEIRS HAVE REVIEWED AND APPROVED THIS SURVEY AND AGREE TO THE RESULTS THEREOF.
 THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING AND MAPPING BOARD OF MINNESOTA.
 CHIMELAINE & ASSOCIATES, INC.
 4/11/2011

CHIMELAINE & ASSOCIATES
 SURVEYORS
 10000 W. 130TH AVENUE, SUITE 100
 FAIRBREW, MINNESOTA 55129
 PHONE: 763-438-1111
 FAX: 763-438-1112
 WWW.CHIMELAINE.COM



1. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING AND MAPPING BOARD OF MINNESOTA.
 2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING AND MAPPING BOARD OF MINNESOTA.
 3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING AND MAPPING BOARD OF MINNESOTA.
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