CITY OF FAIRVIEW
BOARD OF COMMISSIONERS
MAY 16, 2019
7:00 P.M.
AGENDA

1. **Roll Call**

2. **Call to Order**

3. **Prayer and Pledge**

4. **Approval of Agenda and Executive Session Announcements**

5. **Public Hearing(s)**
   A. Item 10A

6. **Citizen Comments** (Limited to the first 5 citizens to sign in and a limit of 3 minutes each)

7. **Public Announcements, Awards and Recognitions**

8. **Staff Comments and Monthly Reports**
   A. **City Manager**
   B. **City Attorney**

9. **Consent Agenda** (Any Item May be Removed for Individual Consideration)
   A. Minutes from the May 2, 2019 Board of Commissioners Meeting
   B. Minutes from the May 2, 2019 Board of Commissioners Work Session

10. **Old Business**
    A. Second and Final Reading of Ordinance 2019-11, An Ordinance to Amend the City of Fairview Zoning Ordinance by Changing the Official Zoning Map for Tax Map 42, Parcel 78.00, Consisting of 102.12 Acres, Located on Old Nashville Road/Taylor Road, From a RS-40 (Low-Density Residential) to a R-20 (Medium-Density Residential) Zoning District, Owner: Otter Creek Holdings, LLC

11. **New Business**
    A. Application for On-Premise Beer Permit for Pizza Hut., 2401 Fairview Boulevard, new owners: Thomas Garrett
    B. Resolution 15-19, A Resolution of the City of Fairview, Tennessee, Designating a Vehicle, or Vehicles, and/or Equipment as Surplus, Authorizing the Disposal of Said Vehicle(s) and Equipment, and Designating the Auction or Sale Proceeds from Surplus Items
    C. Resolution 16-19, A Resolution of the City of Fairview, Tennessee, Authorizing the City Manager to Contract with IDT Plans for Plan Review, Project Management, and Related Planning Department Cloud Data Storage
    D. Parks and Landscape Board and Fairview Area Chamber of Commerce to Partner on Nature Fest and Christmas Parade - Burks
    E. Parks and Landscape Board Proposed Events - Burks

12. **Communications from the Mayor and Commissioners**
    A. **Commissioner**
    B. **Commissioner**
    C. **Commissioner**
    D. **Vice Mayor**
    E. **Mayor**

13. **Adjournment**

ORDINANCE #2019-11

AN ORDINANCE TO AMEND THE CITY OF FAIRVIE\ ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 42, PARCEL 78.00, CONSISTING OF 102.12 ACRES, LOCATED ON OLD NASHVILLE ROAD/TAYLOR ROAD, FROM A RS-40 (LOW-DENSITY RESIDENTIAL) ZONING DISTRICT TO A R-20 (MEDIUM-DENSITY RESIDENTIAL) ZONING DISTRICT. OWNER: OTTER CREEK HOLDINGS, LLC.

WHEREAS, a request has been made by owner Otter Creek Holdings, LLC to rezone property located within the City of Fairview; and

WHEREAS, the City of Fairview Planning Commission, on April 9, 2018, made a favorable recommendation to the Board of Commissioners that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of Fairview, by changing the property identified as Tax Map 042, Parcel 78.00 from a RS-40 (Low-Density Residential) Zoning District to a R-20 (Medium-Density Residential) Zoning District. This property consists of approximately 102.12 acres and is owned by Otter Creek Holdings, LLC, who has authorized the submittal of an application for the rezoning of this parcel, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance, to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of Fairview requiring it.

First Reading: _____April 18, 2019_____

Public Hearing Held: _____

Second Reading: _____

Approved by the Board of Commissioners:
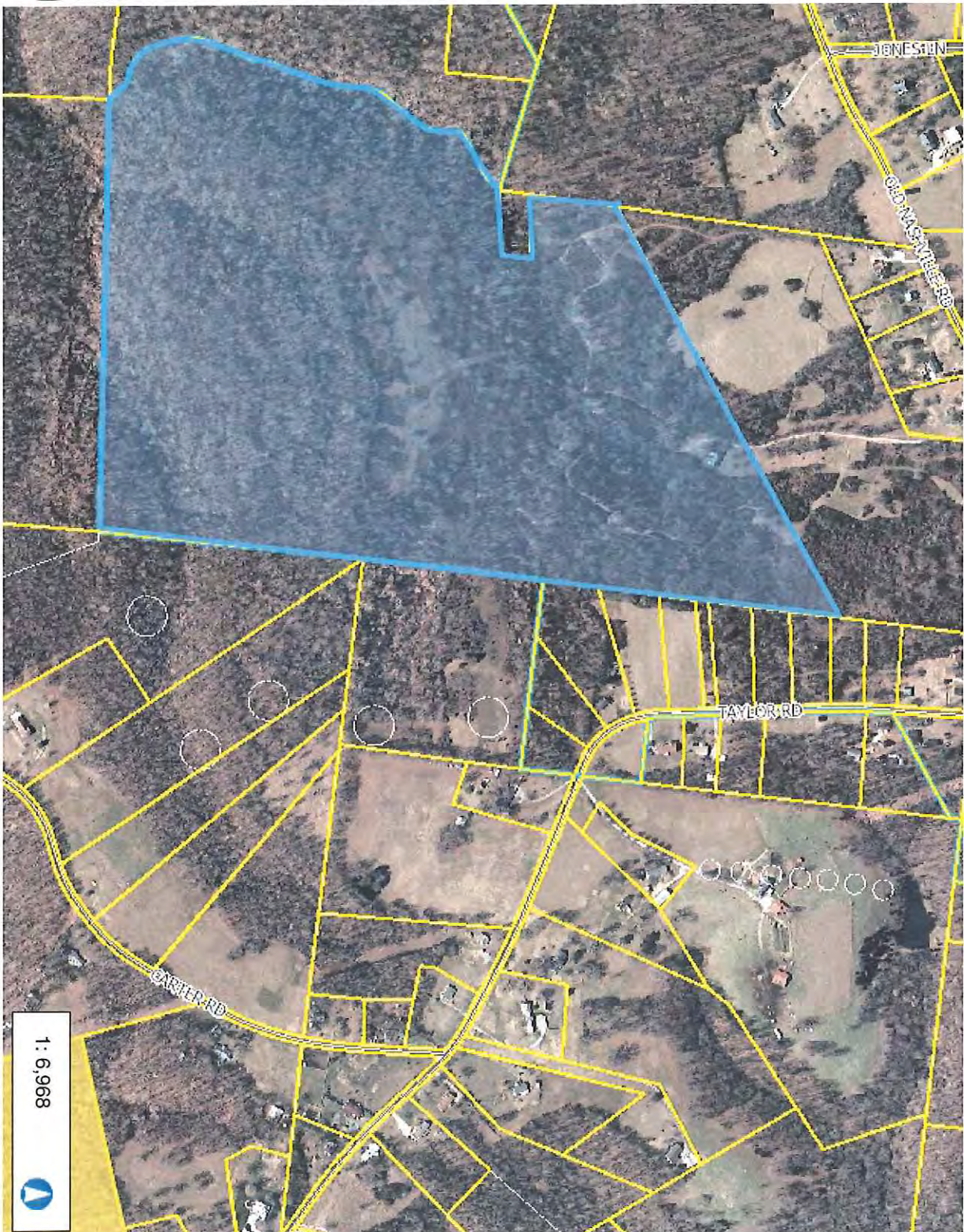
_____
John Blade, Mayor

ATTEST:

_____
Brandy Johnson, City Recorder

APPROVED AS TO FORM:

_____
City Attorney

Published in the Fairview Observer on_____

Tools & Features Demonstration Site

JONES LN

OLD NASHVILLE RD

TAYLOR RD

CARTER RD

1 : 6,968

0.2   0   0.11   0.2 Miles

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

Parcels
Notes
Miscellaneous
Easement
Exemptions
Conflicts
Lines

Corporate Limits
BRENTWOOD
FAIRVIEW
FRANKLIN
NOLENSVILLE
SPRING HILL
THOMPSONS STATION

Parks

Centerlines
<all other values>
INTERSTATE
ACCESS
LOCAL STREETS
MAJOR ARTERIAL
MAJOR COLLECTOR
MINOR ARTERIAL
MINOR COLLECTOR
NO NAME
UNCLASSIFIED

FAIRVIEW
BRENTWOOD
THOMPSONS STATION
SPRING HILL
FRANKLIN

Notes

RECOMMENDATIONS

2019-3

DATE: April 9, 2019

TO: FAIRVIEW BOARD OF COMMISSIONERS

FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION

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Rezoning, Otter Creek Springs Subdivision, 102.12 acres. Property located on Old Nashville Rd/Taylor Rd (Map 42, Parcel 78). Current RS-40 Zoning District, Request for R-20 Zoning District. Property owned by Otter Creek Holdings, LLC.

STAFF COMMENTS:

1) Staff makes a favorable recommendation to the Planning Commission to approve the rezoning of Map 42, Parcel 78 from RS-40 to R-20

Collins stated at the risk of sounding presumptive he would submit to the Planning Commission that this measure is relatively a clean up measure for the City, he'll explain where they are on it. They may recall that this subdivision had 2 phases, as this subdivision came into realty over the last 2 years, there was some confusion internally between staff and the developers engineer about the process for which this property had been annexed and rezoned. The property just above this has been annexed and rezoned within the City. This property has been annexed but there's some question as to whether or not it was properly rezoned from RS-40 to R-20. So, the measure they have before them tonight is affectively is out staff and engineers request as a documented confirmation of that rezoning. Nothing has changed with the development, nothing has changed with any proposal or any work, or anything that's to be done in the subdivision, we just wanted to error on the side on caution to make sure that we had proper documentation for the rezoning. We believe there was conversation at both the Planning Commission level and at the Board of Commissioners level however that conversation that was affective approvals as conversation was not a voted-on approval as previously thought. So, the request we have before them tonight was brought about by staff as a clarification measure on behalf of the City rather than a request on the behalf of the developer. Burks made a motion for approval. Jenkins Seconded. Vote was taken. All were in favor

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO.___15-19___

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, DE[...] VEHICLE, OR VEHICLES, AND/OR EQUIPMENT AS SURPLUS, AUTHORIZING THE DISPOSAL OF SAID VEHICLE(S) AND EQUIPMENT, AND DESIGNATING THE AUCTION OR SALE PROCEEDS FROM SURPLUS ITEMS.

WHEREAS, the Board of Commissioners desires to continue to maintain the city's vehicle and equipment fleet in the most efficient and cost effective manner, and

WHEREAS, these vehicles and/or equipment have exhausted their useful service life and should be designated as surplus to be removed from the fleet or inventory, and

WHEREAS, the proceeds from the auction, sale or disposal of these items shall be remitted to a specific account, and

WHEREAS, the vehicle(s) and/or equipment to be designated as surplus and auctioned or sold, and the subsequent proceeds designation(s), are as follows:

2008 Dodge Charger, VIN 2BKA43H38H285932, Mileage 105,341 (Drug Fund)
Hyster 4K Forklift, Item M001, (General Fund Capital Account)
Ammunition Chest (20), Item M0002, (General Fund Capital Account)
1994 S&S 2.5 Ton Cargo Truck, Item M0003, (General Fund Capital Account)
5K Generator Trailer, Item M0004, (General Fund Capital Account)
10K Generator Trailer, Item M0007, (General Fund Capital Account)
10K Generator Trailer, Item M0008, (General Fund Capital Account)
2003 S&S Semi Tractor Trailer Truck, Item M0010, (General Fund Capital Account)
6x10 Utility Trailer, Item M0013, (General Fund Capital Account)

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

The City of Fairview Board of Commissioners hereby resolves to and does declare the vehicle(s) described herein as surplus, authorizes their disposal, and designates the remittance of auction or sale proceeds.

_____   _____
Mayor   **Date Approved**

Attest:

_____
City Recorder

Approved As To Form:

_____
City Attorney

Vehicle Detail Report

Vehicle #	Make	Model	Year	VIN	Color
749	Dodge	Charger	2008	2B3KA43H38H285932	White

Plate #	Private Tag	Exp. Date	State	Multi Assignment	Unmarked	Disposed
	☐			☐	☑	☐

Custom ID	Vehicle Type	Weight	Fuel Economy	Engine	Transmission
749	Sedan			V8	Automatic

Tires	Oil Filter	Division		Status	Notes
				Available	Windshield Wipers wont turn off...Drug Fund Purchase

Purchase Details

Purchase Date	Purchase Price	Dealer	Odometer at Sale	Purchase Notes

Sold Details

Date Sold	Sold For Amount	Sold To	Contact	Sold Notes

Maintenance

Maintenance Type	Serviced By	Date	Mileage	Total Cost	Notes
Oil Change	City Garage	10/12/2016	105341	$49.66	

Service	Service Description	Cost
Oil Change	Changed Oil & Filter	$49.66
Repair	Windshield Wiper Washer Nozzle and Hose	

Maintenance Type	Serviced By	Date	Mileage	Total Cost	Notes
Recall Repair	Steve Jones Dodge	01/24/2017	105578	$0.00	Recall P57 Ignition Node ModuleRecall R25 Driver Airbag InflatorRecall S43 Passenger Airbag Inflator

Service	Service Description	Cost
Recall Repair	P57 Ignition Node Module	$0.00
Recall Repair	R25 Drivers Airbag Inflator	$0.00
Recall Repair		

Maintenance Type	Serviced By	Date	Mileage	Total Cost	Notes
Oil Change	Fairview Car Wash	08/07/2018	106387	$43.95	Replaced Oil & Filter Checked all other Fluids Belts & HosesAdded CoolantAdded Washer FLuid

Service	Service Description	Cost
Oil Change	Replaced Oi & Filter	

Total Maintenance Costs: $93.61

Item Number	Date of Acquisition	Original DTID #	Requisition Number	Description	DIMIL CODE	Last Inventory Date	VIN / SERIAL	SOLD	Disposal Date	SALE PRICE
M0001	5/2/2018	W903GB80681001	2YTDYH81103000	Hyster 4k Forklift	A	5/8/2019	A177B18126H			
M0002	5/2/2018	W56BEH80589382	2YTDYH81091222	Ammunition Chest (20)	A	5/8/2019	N/A			
M0003	5/9/2018	W34XC58093025	2YTDYH81217122	1994 Stewart & Stevenson 2.5 Ton Cargo Truck Green	A	5/8/2019	A704Z8B AC GS-0663			
M0004	5/9/2018	W34XC58093219	2YTDYH81217124	Generator Trailer 5k Green	A	5/8/2019	T94-22 G-112 G00226			
M0007	5/9/2018	W34XC581030386	2YTDYH81227283	Generator Trailer 10k Tan	A	5/8/2019	F240316			
M0008	5/9/2018	W34XC581030278	2YTDYH81217120	Generator 10K Tan Skid	A	5/8/2019	F238205			
M0010	5/15/2018	W81JR880750008	2TYDYH81278479	2003 Stewart & Stevens Semi Tractor Truck	A	5/8/2019	T021928BFLN S195CGG			
M0013	5/23/2018	W34XC58085028	2TYDYH81289076	6x10 Utility Trailer Black	A	5/8/2019	N/A			

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. __16-19__

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE CITY MANAGER TO CONTRACT WITH IDT PLANS FOR PLAN REVIEW, PROJECT MANAGEMENT, AND RELATED PLANNING DEPARMENT CLOUD DATA STORAGE.

WHEREAS, the city's board of commissioners and the city's planning commission have both recently accepted the city's 2040 comprehensive plan, and

WHEREAS, the city desires to improve its ability to manage development plans, development projects, and to integrate portions of those processes with Williamson County and our neighboring Williamson County municipalities, and

WHEREAS, Williamson County employs IDT Plans software for its development plans, plan review and related project management, and

WHEREAS, the city's integration could only be successfully and efficiently achieved via a sole source service agreement with IDT Plans, and

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

The City of Fairview Board of Commissioners hereby resolves to and does authorize the city manager to contract to subscribe with IDT Plans for the purpose of utilizing IDT Plans' hosted applications for a period of five years for the total subscription period cost of $82,980, excluding any non-included service rates as described in the formal agreement(s), and being renewable in 2023.

_____   _____
Mayor   **Date Approved**

Attest:

_____
City Recorder

Approved As To Form:

_____
City Attorney

Service Level Agreement

This Service Level Agreement (SLA) ("Service Agreement") between idtPlans LLC ("idt") and the organization or other legal entity ("Customer") describes the following operation matters of the Hosted Application's service level agreement.

Purpose

1.1. Purpose. This Service Agreement is to formalize an arrangement between idt and Customer to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details regarding the provision of application support services to Customer. This Service Agreement will evolve over time, with additional knowledge of the customer requirements, as well as the introduction of new applications and services into the support portfolio provided to Customer.

Scope of Service; Support

2.1 Support Services. In addition to the use of idt's suite of applications, the following services are provided in response to the transfer of trouble tickets from Customer to idt, in accordance with Customer's case management process.

2.2 Support Hours.
- Standard support hours are conducted between the hours of 8:00am to 4:00pm (excluding holidays).
- 24x7 toll free phone assistance is available for issues that are considered to have a severity of **1** (Critical).

2.3 Support Channels.
The following support channels are made available to all system users.
- **Knowledge Base** – Use for quick answers to common questions.
- **Support Ticket** – Use to report an issue that is not critical in nature and can wait a few hours for a response.
- **Phone Support** – Use when immediate assistance is needed, and the issue is too complex to type out.
- **Context Sensitive Help** – Each web page contains context sensitive help. Simply hover over the help icon and a tooltip will provide on screen assistance.
- **On Screen User Guides** – On screen user guides are organized by role and action and include screen capture images for clarification.
- **PDF User Guides** – PDF user guides are based off the on-screen user guides and are organized by role and action and include screen capture images for clarification.
- **Support Portal:** https://support.idt.com

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2.4 Applicant Support.

We include unlimited support for applicants who are experiencing technical difficulties. Applicants are free to utilize the support channels listed above. If an applicant has a business process question or a question regarding a question on an application, idt will respectfully direct the applicant to contact the customer directly for clarification.

2.5 Levels of Service.

The service levels offered by idt to Customer are described below. Exceptions may apply for specific applications and will be documented in an individual application detail section within this agreement. It is the goal of idt to meet, and even exceed when possible, the levels of services documented in Customer's case management guidelines. Any variation from the coverage defined below can carry a premium add-on cost to the application requesting variance.

Severity	Definition	Response Time	Resolution Time
Critical	The issue causes the customer to be unable to work or perform some significant portion of their job. The issue affects many people. There is no acceptable workaround to the problem.	2 hours	Maximum of 24 hours
High	The issue causes the customer to be unable to work or perform some significant portion of their job. The issue affects many people. There is an acceptable and implemented workaround to the problem.	4 hours	Maximum of 5 business days
Medium	The issue causes the customer to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information. There may or may not be an acceptable workaround to the problem.	8 hours or next business day	Maximum of 30 business days
Low	The issue causes the customer to be unable to perform a minor portion of their job, but they are still able to complete most other tasks. The issue may only affect one or two customers. There is likely an acceptable workaround to the problem.	8 hours or next business day	Maximum of 90 business days

2.6 Planned Downtime

Planned downtime may be required to deploy new releases or system updates and maintenance. Planned downtime is always scheduled during off-peak hours and published in advance so that our customers may plan for the disruption in service. Planned downtime typically lasts anywhere from 10 minutes to one hour and is usually scheduled on Saturdays between 10:00PM – 6:00 AM Eastern Time. Planned downtime has historically occurred 6-8 times per year.

2.7 Unplanned Downtime

While every precaution is taken to avoid disruptions in service, unplanned downtime and service degradation can sometimes occur. Unplanned downtime is typically the result of a third-party service failure or unexpected complication with a new release under heavy load. In the event of a severe service disruption, we report the incident to our customers as quickly as possible and make every effort to resolve them as quickly as possible. If the disruption was caused by a new release, the release may

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be rolled back to the previous version until a permanent resolution can be tested and deployed during scheduled maintenance.

Upgrades and Maintenance

3.1 Quality Assurance.
Prior to deployment, all release candidates undergo thorough testing and risk assessment. Automated unit testing, regression testing, and quality assurance testing are utilized to provide a conservative and well-rounded approach to quality assurance. Feature upgrades with an assessed value of Very Low and critical security patches may be released as minor weekly releases. Any non-critical updates or updates with an assessed value above very low are accumulated for deployment as a major release.

3.2 Subscription Options.
Customers can opt-in to receive automatic notifications that summarize new features, scheduled maintenance, and product roadmap updates.

3.3 Staging Environment
Upon request, customers are granted access to our staging sandbox, allowing them to test new features, provide feedback, and train new users.

3.4 Update Frequency.
Major updates are scheduled for release quarterly and are available for testing in the staging sandbox prior to deployment. Major releases are defined as non-critical system patches or any feature addition or modification that has an assessed risk higher than very low. Major releases typically require system downtime to deploy and are scheduled during off peak hours and published to customers.

Minor updates including bug fixes, security patches, and features with a very low risk assessment are applied on demand during off-peak hours.

3.5 Forward Compatibility.
As a SaaS company, we must be extremely disciplined in our approach to implementing new features, integrations and customizations. New features are always added in the least disruptive way as possible, typically in the off position. Our goal is for new features or system modifications to be completely transparent to end users. As features become available, users who have opted in to the system update blog will be notified and have the option of enabling them on an as-needed-basis. This ensures that daily operations are not affected by the release of a new feature or feature enhancements.

3.6 Integrations and Customizations.
For any customizations or integrations that may be affected by a new release we work to identify any areas of risk and perform automated unit testing, regression testing, and quality assurance testing in the sandbox environment prior to notifying customers. For any integrations with external systems, we ask to have either continuous or on demand access to appropriate on-premise development environments to validate connectivity and functionality. Customers are notified prior to release if there are any risks with the deployment and are granted access to the staging sandbox for optional internal testing.

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3.7 Optional Maintenance.

Unless otherwise noted, idt offers optional integration maintenance renewable on an annual basis. This maintenance package ensures forward compatibility with new releases on the idt platform as well as consultant services with our development team to help identify and assess any areas of risk with updating or changing external systems.

Roles and Responsibilities

4.1 Customer Responsibilities.

- Customer will conduct business in a courteous and professional manner with idt.
- Customer users, customers, and/or suppliers using the applications stated in the Project Plan Definition will use the appropriate help desk to request support.
- Customer will use their own appropriate help desk to provide Level 1 support, including creating problem tickets and work orders.
- Customer will provide all information required to open a support request.
- Once a support request has been submitted, Customer will make themselves available to work with the idt support resource assigned to the support request.
- Customer end users do not contact idt support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
- Customer agrees that business process and logistical questions originating from applicants should be directed to Customer for resolution. This includes questions regarding which application type to select, and how to answer question on an application form.
- Customer agrees to contact idt prior to modifying any external production systems or data source that may affect service to allow for risk assessment and support scheduling, as needed.

4.2 idt Responsibilities.

- idt will conduct business in a courteous and professional manner with Customer.
- idt will log all information from Customer required to establish contact information, document the nature of the problem and Customer's hardware/network environment (as applicable).
- idt will attempt to resolve problems over the phone on first call.
- idt will escalate support request to next level of internal support within idt upon approach of established resolution targets.
- idt will obtain Customer's approval before ticket closure.
- idt agrees to resolve to issues regarding the technical use of the application such as difficulty uploading or viewing comments.

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For Customer

_____

Authorized Representative

For idtPlans LLC

_____

Authorized Representative

Master Service Agreement

This Master Service Agreement (MSA) ("Agreement") between idtPlans LLC ("idt") and the organization or other legal entity ("Customer") describes the following operation matters of the Hosted Application's technical support and update process; service level agreement; and data security measures.

idt's Obligations

1.1 Provision of Hosted Applications. idt will make available to Customer, and Customer is authorized to use, the Hosted Applications during the Subscription Term as set forth in an applicable Project Plan Definition and/or Order Form for its and its Affiliates' internal business purposes in accordance with the Documentation.

1.2 Support, Uptimes, and Updates. idt shall provide the level of support specified in the Service Level Agreement; provide updates at no additional charge as part of the Customer's subscription during the Subscription Term and make the Hosted Applications available as outlined in the Project Plan Definition.

1.3 Security. idt shall maintain a written information security program of policies, procedures, and controls ("Security Program") governing the processing, storage, transmission, and security of Customer Data. The Security Program governing shall include industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. Idt may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the overall level of security provided to Customer as described herein.

1.4 Breach Notification. Unless restricted by law, idt shall report to Customer's support contacts any unauthorized acquisition, access, use, disclosure, or destruction of Customer Data promptly without undue delay after idt determines such a breach has occurred.

Customer's Use of the Hosted Applications

2.1 User Accounts. Customer is responsible for activity occurring under its User accounts and shall ensure that it and its Users abide by all local, state, national and foreign laws, treaties and regulations applicable to Customer's use of the Hosted Applications. Customer shall 1) notify idt promptly of any unauthorized use of any password or account or any other known or suspected breach of security; and 2) use reasonable efforts to promptly stop any unauthorized use, copying, or distribution of Hosted Applications that is known or suspected by Customer or its Users.

2.2 Restrictions. Customer shall not 1) license, sublicense, sell, resell, transfer, rent, lease, assign, distribute, disclose, or otherwise commercially exploit or make available to any third party the Hosted Applications; 2) copy, modify or make derivative works based upon the Hosted Applications; 3) "frame" or "mirror" the Hosted Applications on any other server or device; 4) access the Hosted Applications for any benchmarking or competitive purposes or use the Hosted Applications for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use, 5) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or

algorithms of the Hosted Applications (except to the extent reverse engineering restrictions are prohibited by applicable law), 6) remove, obscure or modify a copyright or other proprietary rights notice in the Hosted Applications; 7) use the Hosted Applications to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material that violates third party privacy rights; 8) use the Hosted Applications to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Hosted Applications or the idt Platform; 9) attempt to gain or permit unauthorized access to the Hosted Applications or its related systems or networks; 10) use the Hosted Applications other than in compliance with all applicable laws and regulations or 11) permit or assist any other party (including any User) to do any of the foregoing.

Billing and Payment of Fees

3.1. Billing. Customer shall pay subscription fees annually in advance for use of the Hosted Applications. All payment obligations and all amounts paid are nonrefundable except as otherwise specified in this Agreement. idt shall issue invoices to Customer and Customer agrees to pay such amounts (not subject to a good faith dispute) in accordance with the payment terms as specified herein.

3.2 Payments. If any such invoice is more than 30 days overdue, idt may, without limiting its other rights and remedies, suspend the Hosted Applications until such invoice is paid in full. idt shall provide at least 30 days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Late payments will be subject to a 2% penalty. Customer agrees to provide idt with complete and accurate billing and contact information and to update this information promptly upon any change to it. If Customer believes its bill is incorrect, Customer must contact idt in writing within 60 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Proprietary Rights

4.1 idt's Intellectual Property Rights. As between idt and Customer, all rights, title, and interest in and to all intellectual property rights in the Hosted Applications and idt Platform (including all derivatives, modifications and enhancements thereof) are and shall be owned exclusively by idt notwithstanding any other provision in this Agreement or Order Form. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Hosted Applications or idt Platform. All rights not expressly granted to Customer are reserved by idt. idt alone shall own all rights, title and interest in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customer or any third party relating thereto.

4.2 Customer Data. As between Customer and idt, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and hereby warrants that that it has and will have all rights and consents necessary to allow idt to use all such data as contemplated by this Agreement.

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Term; Termination of Agreement

5.1 Term. The term of service shall begin on the date that the Master Service Agreement is signed by Customer and will be held in effect for a period of five (5) years.

Agreed upon fees for years 1-5 are provided in the table below:

Year One (2019)	$20,000
Year Two (2020)	$20,000
Year Three (2021)	$15,990
Year Four (2022)	$13,495
Year Five (2023)	$13,495
Total Five-Year Operating Cost	$82,980

Work that falls outside of the agreed upon project scope will be subject to an hourly rate as noted below. All work falling outside of project scope will be handled via a quote and/or change order document.

Development Work	$195/hour
Implementation Work	$120/hour

5.2 Renewal of Agreement. This agreement will be renegotiated by Customer and idtPlans at the end of the term of this contract. Initial term of this agreement is specified in the Project Plan Definition. Pricing for additional years are subject to a 10% or an adjustment based on the increase in CPI over the term, whichever is greatest.

5.3 Termination. A party may immediately terminate this Agreement for cause: upon 30 days written notice of a material breach to the other party if such breach remains uncured remains uncured at the expiration of such period or if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Upon any termination for cause by Customer, idt shall refund any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to idt prior to the effective date of termination.

5.4 Transition of Data. Should the agreement be terminated for any reason, idtPlans agrees to provide Customer access to export their files and system data for a duration of no less than 30 days.

idtPlans

For Customer

_____
Authorized Representative

For idtPlans LLC

_____
Authorized Representative

idtPlans