SUPPORTING DOCUMENTS FOR THE PROPOSED AGENDA ARE NOT PUBLISHED IN THE NEWSPAPER BUT MAY BE FOUND AT <u>WWW.FAIRVIEW-TN,ORG</u>



# **AGENDA**

- 1. Call to order by Mayor Carroll A. Prayer and Pledge
- 2. Approval of the Agenda
- 3. Citizen Comments (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).
- 4. Awards and/or Recognitions
- 5. Public Announcements
- 6. Staff Comments
- 7. Approval of the Minutes (only needed if removed from consent agenda)
- 8. Consent Agenda Consisting of Items as Follows
  - A. Approval of the Minutes from the July 15, 2016 Special Board of Commissioners Meeting
  - B. Approval of the Minutes from the July 21 Board of Commissioners Meeting
  - C. Second and Final Reading of Bill #2016-19, Ordinance No. 933, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2016-2017 Budget (Bowie Park Paving)
  - D. Second and Final Reading of Bill #2016-20, Ordinance No. 934, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2016-2017 Budget (Nature Center Heating/Air Conditioning Unit Replacement)

### 9. Old Business

- A. Discuss and/or Take Action on Expiring Board Seats Carroll
- (1) One Tree Commission Seat

### 10. New Business

- A. Discuss and/or Take Action on Resolution 09-16, A Resolution Authorizing the Fire Department of Fairview, Tennessee, to Participate in the Pool's "Safety Partners" Matching Grant Program O'Neal
- B. Discuss and/or Take Action on Fire Equipment Service Center LLC Service Agreement Russell
- C. Discuss and/or Take Action on Bill #2016-23, Ordinance No. 937, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2016-2017 Budget (City Manager Salary) -Daugherty
- D. Discuss and/or Take Action on Bill #2016-24, Ordinance No. 938, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2016-2017 Budget (IMPACT Study) -Daugherty

### 11. City Manager Items for Discussion

- A. Miscellaneous Updates
- B. City Attorney Comments
- 12. Communications from the Mayor and Commissioners
- 13. Adjournment

### Bill # 2016-19

### ORDINANCE NO. 933

# AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2016 – 2017 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 2016 - 2017 (beginning July 1, 2016 and running through June 30, 2017) 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 2016 – 2017 budget by passage of Ordinance Number 930 on June 23, 2016, 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 930 is hereby amended to appropriate \$11,350 from the Bowie Park Fund and \$11,350 from the 5 cent tax increase reserved for park projects for paving at Bowie Park.

Appropriate From			
Account #	<b>Current Balance</b>	Appropriation Amt.	New Balance
110-27100	\$130,585.00	\$ 11,350.00	\$119,235.00
110-27100	\$ 68,000.00	\$ 11,350.00	\$ 56,650.00
Appropriate To			
Account #	Current Budget	Amended Amt	New Budget
110-44700-931	\$0	\$ 22,700.00	\$ 22,700.00

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 \_\_\_\_

8D

Bill # 2016-20

ORDINANCE NO. 934

# AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2016 – 2017 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 2016 - 2017 (beginning July 1, 2016 and running through June 30, 2017) 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 2016 – 2017 budget by passage of Ordinance Number 930 on June 23, 2016, 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 930 is hereby amended to appropriate \$7,500 from the Bowie Park Fund for Nature Center Heating/Air Conditioning Unit Replacement.

Appropriate From Account # 110-27100	Current Balance \$119,235.00	Appropriation Amt. \$ 7,500.00	New Balance \$111,735.00
Appropriate To Account # 110-44700-266	Current Budget \$ 5,000.00	Amended Amt \$ 7,500.00	New Budget \$ 12,500.00

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

# CITY OF FAIRVIEW, TENNESSEE



### RESOLUTION NO. 09-16

# A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT OF FAIRVIEW, TENNESSEE TO PARTICIPATE IN THE POOL'S "SAFETY PARTNERS" MATCHING GRANT PROGRAM

WHEREAS, the safety and well being of the employees of the City of Fairview of Fairview, Tennessee is of the greatest importance; and,

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Fairview, Tennessee Fire Department employees; and,

WHEREAS, the Pool seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and,

WHEREAS, the City of Fairview, Tennessee Fire Department now seeks to participate in this important program; and,

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee supports the City of Fairview, Tennessee Fire Department in obtaining such grants.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Fairview, Tennessee the following:

Section 1. That the City of Fairview, Tennessee Fire Department is hereby authorized to submit application for a "Safety Partners" Matching Grant Program through The Pool.

Section 2. That the City of Fairview, Tennessee is further authorized to provide a matching sum to serve as a match for any monies provided by this Grant.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

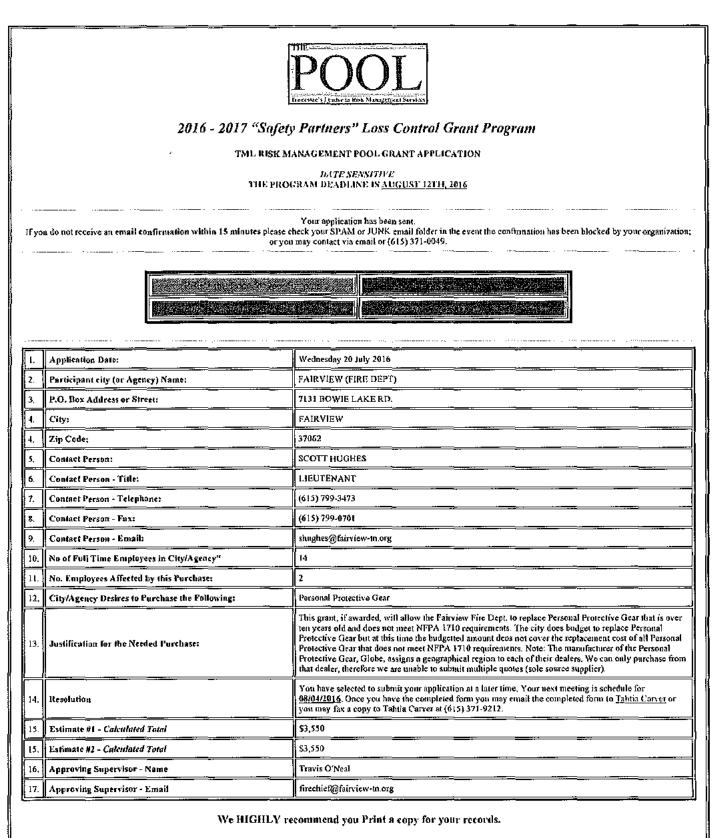
MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM

LARRY D. CANTRELL CITY ATTORNEY FAIRVIEW, TENNESSEE

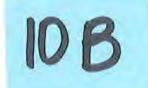


AN ERROR MAY HAVE OCCURED DURING THE APPLICATION PROCESS! Please contact <u>Tahtia Carver</u> at The Pool to ensure your submission is complete.

Safe Industries 116 Leader Drive Piedmont, SC 29673 P. 864.845.7175 www.SafeIndustries.com	m	ESTIMAT	ESTIMATE E # QLE0016	73 Page 1/1
BILL TO: City of Fairview Fire Depa	irtment (TN)		Fire Department (TN)	
Jason Lankf (Captain) 7131 Bowie Lake Rd Fairview, TN 37062-8183 P: (615) 799-3473		Jason Lankf (Ca 7131 Bowie Lak Fairview, TN 37 P: (615) 799-34	e Rd 062-8183	
Customer ID CITYOFFAI001		od Sales Rep led ROBBYHALL	Terms NET 30	Date 7/20/2016
Quantity VOM	Ilem #	Description	Unit Price	Extended Price
2 EACH	GLOBE_JACKET_NO N_INVENTORY	Globe Gxcel Jacket (per dept specs)	\$1,015.00	\$2,030.00
2 EACH	GLOBE_PANT_NON_I NVENTORY	Globe Gxcel Pant (per dept. specs)	\$760.00	\$1,520.00

Subtotal	\$3,550.00
Misc	\$0.00
Tax	\$0,00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$3,550.00





#### FIRE EQUIPMENT SERVICE CENTER LLC SERVICE AGREEMENT

THIS AGREEMENT is made on Monday, July 7th, 2016 BETWEEN

- 1. City of Fairview of 7100 City Center Circle, Fairview TN 37062 (the "Buyer"); and
- FIRE EQUIPMENT SERVICE CENTER, LLC (hereinafter referred to as "FESC" or the "Service Provider") of 1701 Emma Circle, Spring Hill TN 37174.

collectively referred to as the "Parties".

#### RECITALS

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement.

#### 1. Key Terms

1.1 Services

The Service Provider and/or its subcontractors shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

- i. Fire Alarm Monitoring:
  - a. FESC will provide monthly monitoring of the fire alarm system at the sites specified in Section 1.3 below (price assumes 2 working phone lines are available for each building. Price also assumes the existing fire alarm panels at each building are properly functioning and able to communicate to Central Station.

#### 1.2 Delivery of the Services

- a. Start date: The Service Provider and/or its subcontractors shall commence the provision of the Services upon:
  i. Receipt of signed contract and payment for first 3 months monitoring.
- b. Completion date: The Service Provider and/or its subcontractors shall complete the Services on:
  - 1. July 7, 2017. Agreement automatically renews for 36 months from date of signed contract.

#### 1.3 Site

The Service Provider and/or its subcontractors shall provide the Services at the following site(s):

- a. Fairview City Hall
- b. Fairview Fire Hall
- c. Bowie Nature Center building

#### 1.4 Price

- As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is:
  - Monthly monitoring shall be \$33.95/month/building and will be due in quarterly payments of \$101.85/building. Quarterly payments will be due on or before November 1<sup>st</sup>, February 1<sup>st</sup>, May 1<sup>st</sup>, and August 1<sup>st</sup> of each year.
  - There is a one time conversion fee of \$150,00 per building (total of \$450.00) payable with the first installment of monitoring.

Initials

#### 1.5 Payment

- a. The Buyer agrees to pay the Price to the Service Provider on the following date:
  - i. Payment terms are Net 30.
- b. The method of payment of the Price by the Buyer to the Service Provider shall be by:
  - i. Check (made Payable to FESC) or Cash or Credit Card (3.25% surcharge)

#### 2. General terms

#### 2.1 Limitation of liability

- a. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- a. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- b. Nothing in this Clause 2.2 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

#### 2.2 Term and Termination

- a. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.2(c), until the Completion Date.
- b. This Agreement shall automatically renew.
- c. Either Party may terminate this Agreement upon no less than 30 days written notice in writing if:
  - i. Buyer no longer desires to utilize the services of the Service Provider; or
  - ii. Service Provider no longer finds itself able to fulfill the requirements of this service agreement; or
  - iii, the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
  - iv. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petillon to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.
- d. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- e. If Buyer seeks early termination, there shall be an early cancellation fee of \$250 plus the accrued total of any remaining payments in the annual cycle.

#### 2.3 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or subcontractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

#### 2.4 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the

recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

#### 2.5 Notices

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Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- ii. first class post, 2 days from the date of posting;
- iii. hand or by facsimile transmission, on the date of such delivery or transmission; and
- iv. electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

#### 2.6 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parlies.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.7(g) and Clauses 2.4, 2.5, 2.6, and 2.7 of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is tocated (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

#### Amendments to existing clauses

i. None

Additional clauses

). TBD

AS WITNESS the hands of the Parties hereto or their duly authorised representatives the day and year first above written.

SIGNED by for and on behalf of City of Fairview, 7100 City Cente Circle, Fairview TN 37062 [the Buyer]	) <sup>97</sup> ) )	
SIGNED by Todd Nelson for and on behalf of Fire Equipment Service Center, 1701 Emma Circle, Spring Hill TN 37174 [the Service Provider]	) )	Tatel Nelson

Initials \_\_\_\_\_

**City of Fairview** 

7100 City Center Way Fairview, TN 37062-0069



Phone: 615-799-2484 Fax: 615-799-1383

Fire Alarm Monitoring Quotes:

- 1. Fire Equipment \$33.95/month
- 2. Front Point \$34.99/month
- 3. ADT \$36.99/month
- 4. Vivnt.SmartHome \$35.99/month
- 5. Protect America \$35.99/month
- 6. Protection 1 \$36.99/month

Bill # 2016-23

OC

# ORDINANCE NO. 937

# AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2016 – 2017 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 2016 - 2017 (beginning July 1, 2016 and running through June 30, 2017) 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 2016 – 2017 budget by passage of Ordinance Number 930 on June 23, 2016, 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 930 is hereby amended to appropriate \$8,642 from General Fund Balance for adjustment to City Manager's Salary.

Appropriate From Account # 110-27100	Current Balance \$1,808,714.00	Appropriation Amt. \$ 8,642.00	New Balance \$1,800,072.00	
Appropriate To Account # 110-41000-110	Current Budget \$ 82,358.00	Amended Amt \$ 8,642.00	New Budget \$ 91,000.00	

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

Bill # 2016-24

# ORDINANCE NO. 938

# AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2016 – 2017 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 2016 - 2017 (beginning July 1, 2016 and running through June 30, 2017) 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 2016 – 2017 budget by passage of Ordinance Number 930 on June 23, 2016, 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 930 is hereby amended to appropriate \$8,642 from General Fund Balance for Impact Fee Study.

Appropriate From			
Account #	Current Balance	Appropriation Amt.	New Balance
110-27100	\$1,800,072.00	\$ 30,000.00	\$1,770,072.00
Appropriate To			
Account #	Current Budget	Amended Amt	New Budget
110-41000-201	\$0	\$ 30,000.00	\$ 30,000.00

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