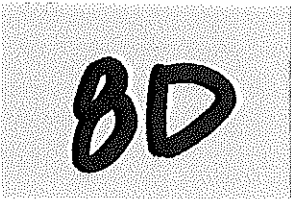


CITY OF FAIRVIEW
BOARD OF COMMISSIONERS
OCTOBER 1, 2015
7:00 P.M.
AGENDA

1. **Call to order by Mayor Carroll**
 - A. Prayer and Pledge
2. **Approval of the Agenda –**
3. **Citizen Comments – (Limited to the first 5 citizens to sign in and a limit of 3 minutes each). –**
4. **Awards and/or Recognitions –**
5. **Public Announcements –**
 - A. Presentation from John Werner of Cumberland Securities on Debt Restructure
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 September 17, 2015 Board of Commissioners meeting
 - B. Approval of the Minutes from the September 17, 2015 Board of Commissioners Public Hearing
 - C. Approval of the Minutes from the September 17, 2015 Joint Board of Commissioners/Planning Commission Workshop
 - D. Second Reading of Bill #2015-33, Ordinance No. 898, An Ordinance to Amend City of Fairview, Tennessee, Municipal Code, Title 5, "Municipal Finance and Taxation," Chapter 6, "Adequate Facilities Tax," Section 5-604 "Use of Tax"
9. **Old Business**
10. **New Business**
 - A. Discuss and/or Take Action on Bill #2015-36, Ordinance No. 901, An Ordinance to Change the Zoning of Certain Property in the City of Fairview, Tennessee, Located on Horn Tavern Road, Owned by Raymond Pruitt and Wife Brownie Lee Pruitt, as Shown on, Williamson County, Tax Map 022, Parcel 15.00, From Rs-40 (Residential) to RS-15 PUD (Residential Planned Unit Development) – Sutton
 - B. Discuss and/or Take Action on Resolution No. 32-15, A Resolution to Set a Public Hearing for the Purpose of Obtaining Public Comment on Changing the Zoning of Certain Property in the City of Fairview, Tennessee, Located on Horn Tavern Road, Owned by Raymond Pruitt and Wife Brownie Lee Pruitt, as Shown on, Williamson County, Tax Map 022, Parcel 15.00, From RS-40 (Residential), to RS-15 PUD (Residential Planned Unit Development). – Sutton
 - C. Discuss and/or Take Action on Filling Seats (Citizen and BOC) for Finance Review Committee – Carroll
 - D. Discuss and/or Take Action on Fishin' for Tuition – Sutton
 - E. Discuss and/or Take Action on GHSO Grant – Johnson
 - F. Discuss and/or Take Action on Hiring Authorization of One Additional Part-Time Person for the Codes Department to Handle Administrative Duties, Scheduling and Controls - Bissell
 - G. Discuss and/or Take Action on Comcast Contract for City Phone Service - Bissell
 - H. Discuss and/or Take Action Employee Health Insurance Benefits – Johnson
11. **City Manager Items for Discussion –**
 - A. Miscellaneous Updates –
 - B. City Attorney Comments -
12. **Communications from the Mayor and Commissioners –**
13. **Adjournment.**



Bill # 2015-33

ORDINANCE NO. 898

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL CODE, TITLE 5, "MUNICIPAL FINANCE AND TAXATION," CHAPTER 6, "ADEQUATE FACILITIES TAX," SECTION 5-604 "USE OF TAX."

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 Municipal Code of the City of Fairview, Tennessee should be revised and that the best interest and welfare of all the citizens of the City of Fairview, Tennessee, will be served by amending the Fairview, Tennessee, Municipal Code, Title 5, Chapter 6, Section 5-604 as follows:

Therefore, Be it Ordained by the City of Fairview, Tennessee as follows:

Fairview, Tennessee Municipal Code, Title 5, "Municipal Finance and Taxation", Chapter 6, "Adequate Facilities Tax", Section 5-604, "Use of Tax." As it currently reads is as follows:

5-604. Use of Tax All tax funds collected shall be used for the purpose of providing public facilities identified in the City of Fairview Capital Improvement Program, as may be amended from time to time. Until amended, tax funds collected shall be allocated for use in paying the note on City Hall to the original holder or subsequent holder. The facilities tax rate is amended to be as follows:

	Per square foot of floor area	
	<u>Residential</u>	<u>Non-residential</u>
Municipal land and buildings	50 cents	75 cents

Therefore, Be it Ordained by the City of Fairview, Tennessee as follows:

Fairview, Tennessee Municipal Code, Title 5, "Municipal Finance and Taxation", Chapter 6, "Adequate Facilities Tax", Section 5-604, "Use of Tax." As amended reads is as follows:

5-604. Use of Tax All tax funds collected shall be used for the purpose of providing public facilities identified in the City of Fairview Capital

Improvement Program, as may be amended from time to time. Until amended, tax funds collected shall be allocated for use in paying the note on City Hall to the original holder or subsequent holder and for maintenance of all City Buildings and structures. The facilities tax rate remains as follows:

	Per square foot of floor area	
	<u>Residential</u>	<u>Non-residential</u>
Municipal land and buildings	50 cents	75 cents

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

September 3, 2018

Passed Second Reading

Bill # 2015-36

10A

ORDINANCE NO. 901

AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED ON HORN TAVERN ROAD, OWNED BY RAYMOND PRUITT AND WIFE BROWNIE LEE PRUITT, AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 022, PARCEL 15.00, FROM RS – 40 (RESIDENTIAL), TO RS – 15 PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT).

WHEREAS, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 5th day of November, 2015, pursuant to a resolution adopted on October 15th, 2015; and

WHEREAS, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owners **Raymond Pruitt and Wife, Brownie Lee Pruitt**, have requested a changing of the Zoning Classification relative to the property below described and that the said request is well taken and,

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

THE ZONING CLASSIFICATION FOR ALL THE BELOW DESCRIBED PROPERTY IS DESIGNATED AS AND CHANGED FROM ITS PRESENT ZONING DESIGNATION RS – 40 (RESIDENTIAL), TO RS – 15 PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT). THE PROPERTY FOR WHICH THE ZONING CHANGE IS MADE AND OR ADOPTED IS DESCRIBED AS FOLLOWS:

Property in Williamson County, Tennessee, Geological Listing of Assessment **Tax Roll Map 022, Parcel 15.00**, Recorded in **Deed Book 174, Page 162**, Register's Office for Williamson County, Tennessee, Less excepting and excluding from the rezoning the property listed on **Tax Roll Map 022, Parcel 15.01 and Tax Roll Map 022, Parcel 15.02** both parcels are described in **Deed Book 420, Page 789 and Deed Book 1273, Page 641, respectively**, Register's Office for Williamson County, Tennessee. The descriptions of all three (3)

Parcels are hereby Incorporated into and made a part of This Ordinance by reference as fully as if copied into This Ordinance Verbatim.

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

MAYOR

CITY RECORDER

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

Public Hearing Held on: _____

City of Fairview

7100 City Center Way
Fairview, TN 37062-0069



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

REZONING REQUEST APPLICATION

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

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

.....
Request No. _____ Date Submitted 8/11/15

SECTION 1 – Applicant Information

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

- Property Owner Purchaser of Property Engineer Trustee
 Architect Other _____

Name: GARY MARTIN Phone: _____
Business: MARTIN CONSULTING & ENGINEERING, LLC E-mail: _____
Address: _____ Best Way to Contact: either
(Mail, E-mail, Phone)
City: _____ State: _____ Zip: _____

.....

SECTION 2 – Property Information for the Rezoning Request

Project Name: MANGARUA SUBDIVISION

Project Address: HORN TOWN ROAD

Existing Land Use: Residential / AG

Proposed Land Use: Residential Planned Unit Development RS-15 PUD

Total Acreage of Project/Rezoning: 21.91 Ac

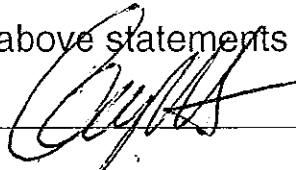
TAX MAP	PARCEL(S)	CURRENT ZONING DISTRICT	REQUESTED ZONING DISTRICT	# OF ACRES	PROPERTY OWNER
22	15	RS-40	RS-15 PUD	21.91	PRUITT

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

FOR DEVELOPMENT AS A RESIDENTIAL PUD, FOR THE DESIGN OF SMALLER LOTS THAT ALLOWS COMMON OPEN SPACE.

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

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

Applicant's Signature: 

Date: 8/14/15



FOR OFFICE USE ONLY

APPLICATION RECEIVED AND FILING FEE PAID 8-14-2015 PAID - 8-31-2015

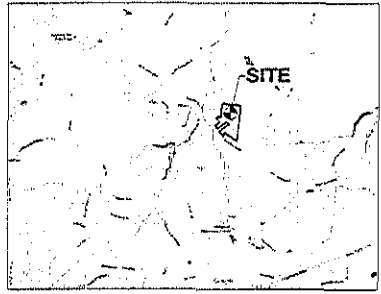
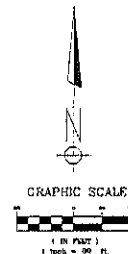
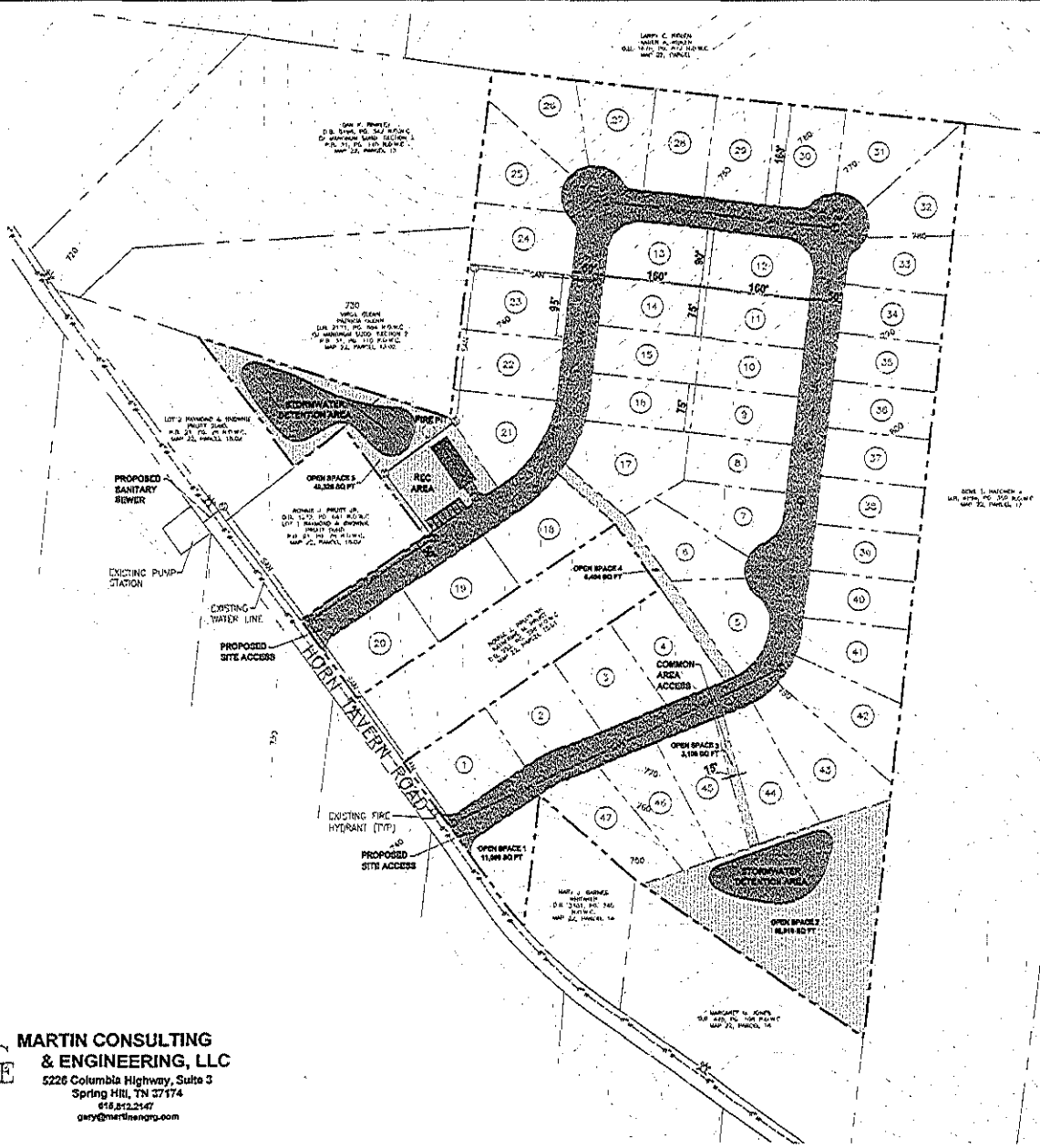
DATE OF FAVORABLE RECOMMENDATION BY PLANNING COMMISSION

DATE OF CONCURRENCE /FINAL APPROVAL BY BOARD OF COMMISSIONERS

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

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

.....



SITE VICINITY MAP

DEVELOPMENT SUMMARY

ZONING
 EXISTING: RS-40
 PROPOSED: RS-15 PUD

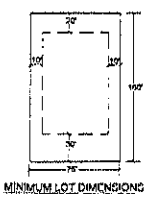
DENSITY
 ALLOWED: 2.0 UNITS/ACRE
 OR 21.4 X 2.0 = 42.8 UNITS

PROPOSED: 47 UNITS (2.2 UNITS/ACRE)

SITE AREA: 21.40 ACRES

OPEN SPACE: 3.23 ACRES
 15%

LOT SUMMARY			
LOT #	Area (SQ FT)	Lot #	Area (SQ FT)
1	18,000	25	18,000
2	18,000	26	18,000
3	18,116	27	18,000
4	18,289	28	18,000
5	18,191	29	18,000
6	18,200	30	18,000
7	17,910	31	18,000
8	17,970	32	18,000
9	18,000	33	18,000
10	18,000	34	18,000
11	18,000	35	18,000
12	18,000	36	18,000
13	18,000	37	18,000
14	18,000	38	18,000
15	18,000	39	18,000
16	18,000	40	18,000
17	18,000	41	18,000
18	18,000	42	18,000
19	18,000	43	18,000
20	18,000	44	18,000
21	18,000	45	18,000
22	18,000	46	18,000
23	18,000	47	18,000
24	18,000	48	18,000



MCE MARTIN CONSULTING & ENGINEERING, LLC
 5226 Columbia Highway, Suite 3
 Spring Hill, TN 37174
 615.812.2147
 gary@martinengr.com

**PRELIMINARY MASTER PLAN
 OF
 PLANNED UNIT DEVELOPMENT
 HORN TAVERN ROAD**
 FAIRVIEW, TENNESSEE
 WILLIAMSON COUNTY
 AUGUST 14, 2015





C1 MANGERUM SUBDIVISION
SECTION 2

15
23.5 AC

15.01
1.4 AC

14
1.01 AC

135
2.08 AC

136
2.22 AC

139
7.34 AC

5.17 AC

137.01
1.08 AC

13
13.02
2.5 AC

138
4.06 AC

16
1.4 AC

139
5.98 AC

149
5.1 AC

27.0
5A

17

15AC

19

City of Fairview

7100 CITY CENTER WAY

FAIRVIEW, TN, 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

RECOMMENDATIONS

2015 - 6

DATE: SEPTEMBER 08, 2015

TO: FAIRVIEW BOARD OF COMMISSIONERS

FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION

On SEPTEMBER 08, 2015 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.

8.5 DISCUSS AND/OR TAKE ACTION ON REZONING APPLICATION FOR PROPERTIES LOCATED ON HORN TAVERN ROAD. MAP 22, PARCELS 63.00 , 64.00, 65.00, 66.00, 15 ACRES. FROM RS-40 TO R-20. PRISCILLA LAMPLEY, OWNER.

Sutton made a motion for approval. Mangrum Seconded. Engineers report stated. The Land Use Map indicates this area to be considered for Medium Density residential. The R-20 designation is considered a medium density residential zone. Please note that prior to PC plat approval, WADC should be consulted for sewer connection feasibility. All were in favor.

8.6 DISCUSS AND/OR TAKE ACTION ON REZONING APPLICATION, INCLUDING THE PRELIMINARY MASTER PLAN, FOR PROPERTY LOCATED AT 7718 HORN TAVERN ROAD. MAP 22, PARCELS 15.00 & 15.01. FROM RS-40 TO RS-15 PUD. 24.09 ACRES. RAYMOND & BROWNIE LEE PRUITT OWNERS

Mangrum recused himself from voting but will take part in the discussion. Sutton made a motion for approval. Mitchell Seconded. Per Engineers report, WADC has confirmed to City staff that they will not be able to provide this development with access to the existing sewer located adjacent to this site. WADC has indicated they will allow this site to be served by an onsite, decentralized system. The submitted PUD Preliminary Master Development Plan does not indicate that the site will be served by an onsite decentralized system. As such, staff recommends any approval be granted with the contingency that the proposed development be served by an onsite, decentralized sewer system. Mangrum stated the reason he brought this before them was he wanted to shed some light on the sewer situation. Discussion was made on smaller developments and the cost of the decentralized sewer systems. Beata amended the motion to approve contingent upon approval from the WADC for sewer. Butler Seconded. All were in favor.

10B

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 32-15

A RESOLUTION TO SET A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING PUBLIC COMMENT ON CHANGING THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED ON HORN TAVERN ROAD, OWNED BY RAYMOND PRUITT AND WIFE BROWNIE LEE PRUITT, AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 022, PARCEL 15.00, FROM RS – 40 (RESIDENTIAL), TO RS – 15 PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT).

WHEREAS, The City of Fairview, Tennessee is in the process of changing the Zoning Classification of Certain Property herein described and the Statutes of the State of Tennessee require that a public hearing be held for the purpose of obtaining the public's comments regarding the proposed Zoning Classification Change and,

WHEREAS, the Board of Commissioners for the City of Fairview, Tennessee have determined that November 5, 2015 is an acceptable date for the conduct of such a public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE.

1. That a public hearing for the purpose of obtaining the comments of the public regarding the change in the Zoning Classification of the below described property located in the Corporate Limits of the City of Fairview, Tennessee is scheduled and will be held at 7:00 O'Clock P.M., November 5, 2015, in the City Hall of the City of Fairview, Tennessee.

The Property for which the Zoning Change is requested and for which public comment is sought is described as follows:

Property in Williamson County, Tennessee, Geological Listing of Assessment Tax Roll Map 022, Parcel 15.00, Recorded in Deed Book 174, Page 162, Register's Office for Williamson County, Tennessee, Less excepting and excluding from the rezoning the property listed on Tax Roll Map 022, Parcel 15.01 and Tax Roll Map 022, Parcel 15.02 both parcels are described in Deed Book 420, Page 789 and Deed Book 1273, Page 641, respectively, Register's Office for Williamson County, Tennessee. The descriptions of all three (3) Parcels are hereby

Incorporated into and made a part of This Resolution by
reference as fully as if copied into This Resolution Verbatim.

Adopted this the _____ day of _____, 2015.

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM

**LARRY D. CANTRELL
CITY ATTORNEY
FAIRVIEW, TENNESSEE**

10C

CITY OF FAIRVIEW

FINANCE REVIEW COMMITTEE APPLICATION

The Finance Review Committee for the city of Fairview consists of five (5) members, including the City Manager, Chief Financial Officer, (1) Board of Commissioners member and (2) citizen members with finance/banking experience.

- All members of the Finance Review Committee serve without compensation.
• Members are selected by the board by majority vote with each commissioner having one vote.
• The term of office for members shall be for three (3) years.
• The Finance Review Committee meets on an as needed basis.
• Applicants must attach proof of City of Fairview residency and voter registration.

Experience in the banking or finance industry or any other pertinent information you would like to share with the Board:

My entire 25 1/2 year banking career has been in Fairview, TN. It is indeed an honor and privilege to serve multiple generations of families in this community. I am currently City President for FirstBank and have been with the FirstBank team 11 1/2 years. I am an active member of Fairview Masonic Lodge #776, Centerville Masonic Lodge #618, Member of the York Rite Bodies in Dickson, TN, a 32nd degree Scottish Rite Mason in Nashville and a Noble of the Al Menah Shrine Temple in Nashville, TN. I am also proud to serve as a Trustee on two cemetery Boards, one as Treasurer and one as Chairman of the Board of Trustees. I also currently serve on the Executive Board of the Fairview Area Chamber of Commerce and am Treasurer as well.

Due to my recent move to Fairview, it is my hope that, through the knowledge and experience I have gained, to be able to share with City government, the Board of Commissioners, City employees, and the Citizens of Fairview, in whatever way I can while giving back to the community and place I love.

I appreciate your time and your kind consideration of me for this position.

Name: John W. Blade

Address: Telephone:

E-mail: Cell:

Signature: John W. Blade Date/Time: 9-14-15 2:30 PM

Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.

CITY OF FAIRVIEW

FINANCE REVIEW COMMITTEE APPLICATION

The Finance Review Committee for the city of Fairview consists of five (5) members, including the City Manager, Chief Financial Officer, (1) Board of Commissioners member and (2) citizen members with finance/banking experience or with peripheral knowledge of finance gained through another main occupation.

- All members of the Finance Review Committee serve without compensation.
- Members are selected by the board by majority vote with each commissioner having one vote.
- The term of office for members shall be for three (3) years.
- The Finance Review Committee meets on an as needed basis.
- Applicants must attach proof of City of Fairview residency and voter registration.

Experience in the banking or finance industry or any other pertinent information you would like to share with the Board:

- 1) Regional manager for Wellhead Distribution International - Responsible for Western Region for Sales Logistics, Distribution, Warehousing & P&L for my Region. Business was in excess of 5 million per year when I retired.
 - 2) Branch manager for Zoro Pactor in Kern County - Kern County Ca. is the 3rd largest County in US approx 14 3/4 the size of Rhode Island. The company did Industrial, Commercial, commercial & residential plumbing - I was responsible for the P&L
- Name: Scott Tucker

Address:

Telephone:

E-mail:

ell:

Signature: Scott Tucker

Date/Time: Aug 26th 2015 4:00 PM

Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.

10E



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 1, 2015	End Date September 30, 2016	Agency Tracking # Z16GHS119	Edison ID 47354
--------------------------------------	---------------------------------------	---------------------------------------	---------------------------

Grantee Legal Entity Name Fairview Police Department	Edison Vendor ID 2884
--	---------------------------------

Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA # 20.607 Grantee's fiscal year end 06/30/2016
--	---

Service Caption (one line only)
Fairview Alcohol Free Streets Continued

Funding ---					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2016		\$15,000.00			\$15,000.00
TOTAL:		\$15,000.00			\$15,000.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	Grant applications are reviewed based on set criteria. Each criteria section contains several questions which are graded with an "agree, somewhat agree or disagree" answer along with a scale of 1-5 based on the overall quality of each section. The answers are given a point value unknown to the evaluator. Grants are awarded based on the highest scores and funding availability.
<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 (optional)	Account Code (optional) 71302000
-------------------------------	--

16-47354 8/10/2015
Address # 1

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
Fairview Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Fairview Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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 will adhere to the policy and guidelines located in the Governor's Highway Safety Office Grants Management Manual located at <http://tntrafficsafety.org/grant-management-manual>
- A.3. The Grantee shall undertake Alcohol Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; DUI toxicology testing and training to reduce the backload of pending DUI cases, youth alcohol programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.4. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.5. Quarterly reports are due in the State office no later than the 15th of the month following the quarter covered by the reporting period. The Grantee agrees:
- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
 - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
 - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR 18.20.
 - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR 18.36.
 - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
 - f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate

officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

- g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state (1) the percentage of the total cost of the project which will be financed with federal funds, and (2) the dollar amount of federal funds for the project.

A.6. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction, provided for in the preceding paragraph.
- c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three preceding paragraphs.

A.7. 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., below);
- b. the Grantee's proposal

A.8. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 1, 2015 ("Effective Date") and extend for a period of twelve (12) 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 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Maximum Liability"). The Grant

Budget, attached and incorporated as Attachment One 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:

Department of Transportation, Governor's Highway Safety Office
505 Deaderick Street, Suite 1800, Nashville, TN 37243

- 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 Transportation, Governor's Highway Safety Office
 - (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 sixty (60) 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 the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the 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 by this Grant Contract 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 Term 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.
- 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:

Kendell Poole, Director
 Department of Transportation, Governor's Highway Safety Office
 505 Deaderick Street, Suite 1800

Nashville, TN 37243
 Telephone # (615) 741-2589
 FAX # (615) 253-5523

The Grantee:

Mark Sutton, Captain
 Fairview Police Department
 7100 City Center Way
 Fairview, Tennessee 37062
 msutton@fairview-tn.org
 Telephone # (615) 799-2435
 FAX # (615) 799-0035

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 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 Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not

practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

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

- 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. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- 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 be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- 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. 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 9-8-407.
- 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.

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. 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

E.3. 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.

IN WITNESS WHEREOF,

Fairview Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY

DATE

ATTACHMENT TWO**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Fairview Police Department
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	18X9205464TN15
Federal award date	10/01/2014
CFDA number and name	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2015
Grant contract's end date	09/30/2016
Amount of federal funds obligated by this grant contract	\$15,000.00
Total amount of federal funds obligated to the subrecipient	\$15,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$8,582,718.00
Name of federal awarding agency	Tennessee Department of Transportation, Governor's Highway Safety Office
Name and contact information for the federal awarding official	Kendell Poole, Director 505 Deaderick Street, Suite 1800 Nashville, TN 37243 Telephone # (615) 741-2589 FAX # (615) 253-5523
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0%



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
Governor's Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I _____ as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of Fairview hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2015-2016 grant awarded by the Governor's Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

Assistant Chief Mark Sutton

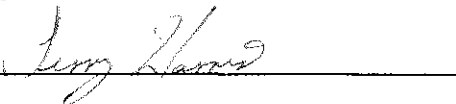
Name (Printed)



Signature

Chief Terry Harris

Name (Printed)



Signature

Tom Daugherty

Name (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Governor's Highway Safety Office.

Signature of Person Granting Authority

Date

SUBSTITUTE W-9 FORM
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

1. Please complete general information:

Taxpayer Name _____ Phone Number _____
Business Name (if applicable) _____
Address _____
City _____ State _____ ZIP Code _____

2. Circle the most appropriate category below: (please circle only one)

- 1) Individual (not an actual business)
 - 2) Joint account (two or more individuals)
 - 3) Custodian account of a minor
 - 4)
 - a. Revocable savings trust (grantor is also trustee)
 - b. So-called trust account that is not a legal or valid trust under state law
 - 5) Sole proprietorship (using a social security number for the taxpayer ID)
 - 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
 - 7) A valid trust, estate, or pension trust
 - 8) Corporation
 - 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
 - 10) Partnership
 - 11) A broker or registered nominee
 - 12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments
 - 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)
-

3. Fill in your taxpayer identification number below: (please complete only one)

- 1) If you circled number 1-5 above, fill in your Social Security Number.

_____ - _____ - _____

- 2) If you circled number 6-13 above, fill in your Federal Employer Identification Number (EIN).

_____ - _____

4. Sign and date the form:

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number. If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and not subject to backup withholding.

Signature _____ Date _____

Title (if applicable) _____



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME _____

Federal Identification Number or Social Security Number _____
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH? _____ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? _____ (Yes or No). If yes, please specify the account that should be changed: ABA No. _____ Account No. _____
Is this authorization only for certain types of payments? _____ (Yes or No). If yes, please indicate types:

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT / ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____
(Please print names of authorized account signatory)

DATE _____ SIGNED X _____ SIGNED X _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

Contact name: _____
Telephone no.: _____

FOR STATE USE ONLY:
Contact Agency: _____
Contact Person: _____
Telephone No.: _____

FY16 Certifications

Agency Name: FAIRVIEW POLICE DEPT

We certify that FAIRVIEW POLICE DEPT (agency name),
agrees to comply with the following:

BUY AMERICA ACT

The grantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Larry Z...
Authorized Signature

Date

FY16 Certifications
(For Law Enforcement agencies only)

Agency Name: FARRUKHAN POLICE DEPT

We certify that FARRUKHAN POLICE DEPT (agency name),
agrees to comply with the following:

TENNESSEE OPEN ROADS - MOU

Tennessee experiences an abundance of secondary crashes that result from the queues that build up behind a primary crash. TDOT's Office of Incident Management has been working to forge a relationship with local law enforcement agencies to assist in the quick clearance of crashes, particularly on interstates and state highways. A Memorandum of Understanding (MOU) was developed to help this effort.

We are asking your department, as a Governor's Highway Safety Office grant recipient, to complete the attached MOU. This document is vital in keeping our roads safe and ensuring that no additional lives are lost after a primary crash takes place.

As you review the MOU, please consider who from your city or county would be the responsible party to sign. The agreement requires additional resources outside of enforcement, so it may be that your Mayor or City/County Manager is the individual who should review the memorandum. TDOT will not approve contracts without a signed MOU.

IACP RULES FOR HIGH SPEED CHASES

The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

[Signature]
Authorized Signature

Date

TENNESSEE DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE POLICY

Illegal and excessive use of drugs has become an epidemic in our state. Any abuse and use of drugs at the workplace are subjects of immediate concern in our society. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Drug use may also seriously impair an employee's ability to perform his or her job; therefore, it is the policy of the Tennessee Department of Transportation that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Any employee violating this policy will be subject to discipline up to and including termination. The specifics of this policy are as follows:

1. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in or at the workplace. Such manufacture, distribution, possession or use while on the job or state property will subject the violator to discipline up to and including termination.
2. The term "controlled substance" means any drug listed in 21 U.S.C. 812 and other federal regulations. Generally, these are drugs, which have a high potential for abuse. Such drugs include, but are not limited to, Heroin, Marijuana, Cocaine, PCP, and "Crack". They also include "legal drugs" which are not prescribed by a licensed physician to an alleged violator.
3. Each employee is required by law to inform this agency within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute where such violation occurred at the workplace. A conviction means a finding of guilt (including the plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.
4. The Department of Transportation must then notify the U.S. government agency with which the grant was made within the (10) days after receiving notice from the employee or otherwise receiving actual notice of such a conviction.
5. If an Employee is convicted of violating any criminal drug statute while at the workplace, he/she will be subject to discipline up to and including termination. Alternatively, the Department may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
6. As a condition of employment or continued employment on any federal government grant, the law requires all employees to abide by this policy.

ACKNOWLEDGEMENT
DRUG-FREE WORKPLACE POLICY

_____, an employee of the
_____, employed through a federal
government grant, hereby certify that I have received a copy of the Department of Transportation
policy regarding the maintenance of a drug-free workplace. I realize that the unlawful
manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited
in the workplace or on state property and violation of this policy can subject me to discipline up
to and including termination. I realize that as a condition of employment on such federal
contract, I must abide by the terms of this policy and will notify the employer of any criminal
drug conviction for a violation occurring in the workplace no later than five (5) days after such
conviction. I further realize that the federal law mandates that the employer communicate this
conviction to the federal agency, and I hereby waive any and all claims that may arise for
conveying this information to the federal agency.

Employee Signature

Date

GRANT BUDGET

Agency Name: Fairview Police Department

Project Title: Fairview Alcohol Free Streets Continued

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: 10/01/2015 END: 09/30/2016

POLICY 03 Object Line-Item Referenc	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$8,340.00	\$0.00	\$8,340.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$6,660.00	\$0.00	\$6,660.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$15,000.00	\$0.00	\$15,000.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.state.in.us/finance/ac/documents/policy3.pdf>).

2 Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Equipment (Less Than \$5,000)	\$0.00
TOTAL	\$0.00

**COMCAST ENTERPRISE SERVICES
MASTER SERVICES AGREEMENT (MSA)**

109

MSA ID#: TN-5436195-bklinger MSA Term: 60 months Account Name: City of Fairview

CUSTOMER INFORMATION

Primary Contact: Tom Daugherty	<u>Primary Contact Address Information</u>
Title: Director of Finance	Address 1: 7100 City Center Way
Phone: (615) 387-6085	Address 2:
Cell:	City: Fairview
Fax:	State: TN
Email: cfo@fairview-tn.org	Zip Code: 37062

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature:	
Name:	
Title:	
Date:	
COMCAST USE ONLY (by authorized representative)	
Signature:	Sales Rep: Brian Klinger
Name:	Sales Rep Email: brian_klinger@cable.comcast.com
Title:	Region: Big South
Date:	Division: Central



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: City of FairviewMSA ID#: TN-5436195-bklingerSO ID#: TN-5436195-bklinger-4103990

CUSTOMER INFORMATION (Optional)

Primary Contact: Tom Daugherty
 Title: Director of Finance
 Address 1: 7100 City Center Way
 Address 2: _____

City: Fairview
 State: TN
 Zip: 37062

Phone: (615) 387-6085
 Cell: _____
 Fax: _____
 Email: cfo@fairview-tn.org

Allowable Contract Date: _____

Contract Generated Date: 09/14/2015

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges:	\$ 766.50
Total Trunk Services Monthly Recurring Charges:	\$ 0.00
Total Off-Net Monthly Recurring Charges:	\$ 0.00
Total Monthly Recurring Charges (all Services):	\$ 766.50

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*:	\$ 0.00
Total Trunk Services Standard Installation Fees:	\$ 0.00
Total Off-Net Standard Installation Fees:	\$ 0.00
Total Standard Installation Fees (all Services):	\$ 0.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee:	\$ 0.00
Amortized Custom Installation Fee	\$ 0.00

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000, E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

Signature: _____
 Name: _____
 Title: _____
 Date: _____

COMCAST USE ONLY (by authorized representative)

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Sales Rep: Brian Klinger
 Sales Rep E-Mail: brian_klinger@cable.comcast.com
 Region: Blg South
 Division: Central



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

ETHERNET SERVICES AND PRICING

Account Name: City of Fairview

Date: September 14, 2015

MSA ID#: TN-5438195-bklinger

SO ID#: TN-5438195-bklinger-4103990

Short Description of Service:

Service Term (Months): 36

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A	Service Location Z	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	EDI-ENI-10100	Port	7100 CITY CENTER WAY-- City of Fairview				Interstate	\$ 0.00	\$ 0.00
2	New	Add	EDI-20	20 Mbps	7100 CITY CENTER WAY-- City of Fairview				Interstate	\$ 766.50	\$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached						Page Total				\$ 766.50	\$ 0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Account Name: City of Fairview

MSA ID#: TN-5436195-bklinger

SO ID#: TN-5436195-bklinger-4103990

Date: September 14, 2015

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	7100 CITY CENTER WAY--City of Fairview	7100 CITY CENTER WAY		FAIRVIEW	TN	37062				Sissy Taylor	(615) 969-4097	It@fairview-tn.org	Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Macro	PA	CNM	CO	ETN	ATL	BOS	CHI	PHL	HOU	IND	JAC	MI	MAT	MTN	MN	NCA	OR	SFL	SCA	UT	WA	WNE
Central & Western PA (PA)	PT1	N/A	PT3	N/A	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Central New Mexico (CNM)	N/A	PT1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Colorado (CO)	PT3	N/A	PT1	N/A	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT3
Eastern Tennessee (ETN)	N/A	N/A	N/A	PT1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Greater Atlanta (ATL)	PT2	N/A	PT3	N/A	PT1	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3
Greater Boston (BOS)	PT2	N/A	PT3	N/A	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT4	PT2
Greater Chicago (CHI)	PT2	N/A	PT2	N/A	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT2	N/A	PT3	N/A	PT2	PT2	PT2	PT1	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Houston (HOU)	PT3	N/A	PT2	N/A	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3
Indiana (IND)	PT2	N/A	PT2	N/A	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT3	N/A	PT3	N/A	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT4	PT4	PT2	PT4	PT3	PT4	PT3
Michigan (MI)	PT2	N/A	PT2	N/A	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT2	N/A	PT3	N/A	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	N/A	PT3	N/A	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	N/A	PT2	N/A	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern CA (NCA)	PT4	N/A	PT2	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT1	PT2	PT4	PT2	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	N/A	PT3	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT1	PT4	PT2	PT2	PT2	PT4
South Florida (SFL)	PT3	N/A	PT3	N/A	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT4	PT4	PT1	PT4	PT3	PT4	PT3
Southern California (SCA)	PT4	N/A	PT2	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT2	PT4	PT1	PT2	PT2	PT4
Utah (UT)	PT3	N/A	PT2	N/A	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT1	PT2	PT4
Washington (WA)	PT4	N/A	PT3	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT2	PT4	PT2	PT2	PT1	PT4
Western New England (WNE)	PT2	N/A	PT3	N/A	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT4	PT1