



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting
October 08, 2019 6:00 PM
Agenda

Mayor: Steve Allen

Vice Mayor: Daniel Anderson

Council Members: Tim Adkins, Alwilda Binkley, Lisa Walker, Roger Jackson, Chris Kerrigan

ROLL CALL

PLEDGE AND PRAYER

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Council Meeting Minutes 9-10-19

PUBLIC FORUM

REPORTS

2. City Attorney

OLD BUSINESS:

- [3.](#) Ordinance: Amend Title 18 Chapter 1: Section 18-104 and 18-106 Capacity/Tap Fees **2nd Reading**

NEW BUSINESS:

4. A.O. Smith Agreements
- [5.](#) TDOT Agreement: Tennessee Waltz Parkway
- [6.](#) Ordinance: 19-20 Budget Amendment #1
7. Ordinance: Amending Title 18
- [8.](#) Farmer's Market Discussion
- [9.](#) Electrical Permits Discussion/Agreements
- [10.](#) Resolution: TAP Grant Authorization

SURPLUS PROPERTY NOMINATIONS:

- [11.](#) 2005 Dodge Pickup Truck
- [12.](#) 2009 Harley Davidson

OTHER

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY SPECIAL CALLED COUNCIL MEETING MINUTES

September 10, 2019

6:00 PM at Ashland City Municipal Building
101 Court Street, Ashland City, Tennessee

CALL TO ORDER at 6:00 PM by Mayor Allen.

ROLL CALL

Present: Mayor Steve Allen, Vice Mayor Daniel Anderson, Mr. Tim Adkins, Ms. Lisa Walker, Ms. Alwilda Binkley, Mr. Chris Kerrigan, and Mr. Roger Jackson (came in late during consideration of agenda).

Absent: None.

PLEDGE OF ALLEGIANCE AND PRAYER

Chaplain Charles Gains led everyone in the pledge of allegiance and prayer.

CONSIDERATION OF AGENDA

A motion was made by Councilman Adkins, seconded by Councilwoman Walker, to approve the September 9, 2019 agenda with the change of adding Dog Park Discussion under New Business. Motion passed unanimously by voice vote. Councilman Roger Jackson came in and Mayor requested the record reflect Councilman Jackson's presence.

CONSIDERATION OF MINUTES

A motion was made by Councilman Kerrigan, seconded by Councilwoman Binkley to approve the August 13, 2019 minutes with the correction to the date. Motion passed unanimously by voice vote.

PUBLIC FORUM

- A. Edgar Gauvain.** Mr. Gauvain stepped forward and stated he had a water regulator rupture that has been repaired, but caused several high water bills. The bills were in the amount of \$137.49, \$161.19, and \$110.08, but they normally average \$81.15. A motion was made by Councilman Jackson, seconded by Councilman Kerrigan to adjust the bills down to an average. Vote on motion: Jackson-yes, Kerrigan-yes, Adkins-yes, Binkley-yes, Walker-yes, Anderson-yes, and Mayor-yes.
- B. Erica Canizalez- Election.** Ms. Canizalez stepped forward and stated she had a leak in the toilet which caused a high water bill. Ms. Canizalez's bill totaled \$2,111.76 and normally averages \$113.85. A motion was made by Councilman Adkins, seconded by Vice-Mayor Anderson, to adjust the bill down to an average. Vote on motion: Adkins-yes, Anderson-yes, Jackson-yes, Kerrigan-yes, Binkley-yes, Walker-yes, and Mayor-yes.
- C. Dan Cook- Water Bill.** Mr. Cook stepped forward and stated there was a toilet flusher that busted and ran throughout the weekend which caused a high water bill. Mr. Cook's water bill totaled \$263.47, but normally averages \$42.87. A motion was made by Councilwoman Binkley, seconded by Vice-Mayor Anderson, to adjust the bill down to an average. Vote on motion: Binkley-yes, Anderson-yes, Jackson-yes, Kerrigan-yes, Adkins-yes, Walker-yes, and Mayor-yes.
- D. Mike Groves- Water Bill.** Mr. Groves stepped forward and stated he had a leak which caused a high water bill. The bill totaled \$274.00 and normally averages \$81.07. A motion was made by Councilwoman Binkley, seconded by Councilman Jackson, to adjust the bill down to an average. Vote on motion: Binkley-yes, Jackson-yes, Kerrigan-yes, Adkins-yes, Walker-yes, Anderson-yes, and Mayor-yes.
- E. Matt Cerda- Movie Event.** Mr. Cerda stepped forward and stated he would like to partner with the city for a movie in the park event. He further stated his son Ethan is autistic and he would like to have an event in the park for children who share similar challenges. He stated the date he is shooting for is November 2, 2019 and he has been offered lots of donations as far as equipment and food, but he needs licensing and insurance for the event. He stated if the weather doesn't permit thought about speaking to the church to see if they would allow him to move the movie there. Councilwoman Walker stated she thinks it is a great idea, but when the event committee did the movie in the park last year they canceled the showing due to weather, but rescheduled for a later date. Further, the committee was not allowed to move the location of the event due to the licensing agreement. City Attorney Jennifer Noe stated the board would need to decide if Mr. Cerda needs to get an event permit or if the board would like Mr. Cerda to speak with the event committee about hosting the event. A motion was made by Councilman Kerrigan, seconded

Councilwoman Binkley, for Mr. Cerda to meet with the events committee regarding this event. Vote on motion: Kerrigan-yes, Binkley-yes, Walker-yes, Anderson-yes, Jackson-yes, Adkins-yes, and Mayor-yes.

- F. Amanda Melton-Dog Park.** Ms. Melton presented some rough drafts of a site plan that is ADA compliant and has water and power near the site. She further stated this would give the elderly a safe place to go with their dogs and is the perfect location for what they are hoping to utilize. After much discussion the council decided they would like to meet down at Riverbluff to see potential sites for the dog park. A motion was made by Councilwoman Binkley, seconded by Councilwoman Walker, to meet prior to the budget committee meeting at Riverbluff Park. All approved by voice vote.
- G. John Steinhouse- Caldwell Park.** Mr. Steinhouse stepped forward and stated he is delighted to see the Caldwell Park on the agenda. He further stated there is a boundary dispute and the city does not actually own the property in dispute based on a survey that was completed on an adjoining property. Ms. Noe stated the property is on the agenda tonight so she can discuss this issue.
- H. Jerome Terrell- ECD Update.** Mr. Terrell stated there are currently nine projects in the works, four are committed projects and two of these are in the Ashland City area. These projects will create fifty jobs each. He further discussed a grant they have applied for in the amount of one million dollars to specifically train students in the area on welding. He stated this is a strong application and he feels confident they will be awarded the grant.

REPORTS

1. **City Attorney.** Ms. Noe stated everything she wishes to discuss is already on the agenda.

OLD BUSINESS

2. **Ordinance: Hotel Motel Tax.** AN ORDINANCE BY THE MAYOR AND CITY COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE TO ESTABLISH A HOTEL-MOTEL TAX. Councilman Adkins questioned if we have decided how to spend the money. Ms. Reed responded it will be earmarked for tourism, but nothing has been proposed at this time and can be decided at a later date. A motion was made by Councilman Anderson, seconded by Councilman Kerrigan, to approve the Hotel/Motel Tax Ordinance. Vote on motion: Anderson-yes, Kerrigan-yes, Adkins-yes, Binkley-yes, Walker-yes, Jackson-yes, and Mayor-yes. **2nd Reading.**
3. **City Hall Discussion.** Mr. Josh Wright stepped forward and presented a timeline with his goals for completion dates for both the city hall and fire hall projects. He further stated he would like to get feedback from the council for suggestions on the design. Councilwoman Binkley stated she would like to see a traditional design. Mr. Wright stated it will take between nine and twelve months for construction and he is a little further along with the fire hall than he is with city hall. He stated his goal is in mid-October for final design revisions. Ms. Noe interjected that if the city maintains the general sessions jurisdictions they will need an electronic means of communication or a holding cell for inmates in the new city hall. Mr. Wright stated he would like to come back with design revisions and an updated timeline. Vice-Mayor Anderson stated he would like to see the more traditional look for the front of the new city hall.

NEW BUSINESS

4. **USP Technologies.** Ms. Noe stated she has resolved the legal verbiage with this contract and the price is the same. A motion was made by Vice-Mayor Anderson, seconded by Councilman Kerrigan, to approve the USP Technologies. Vote on motion: Anderson-yes, Kerrigan-yes, Adkins-yes, Binkley-yes, Walker-yes, Jackson-yes, and Mayor-yes.
5. **Tyler Technologies Agreement.** A motion was made by Vice-Mayor Anderson, seconded by Councilman Kerrigan, to approve the Tyler Technologies Agreement. Vote on motion: Anderson-yes, Kerrigan-yes, Adkins-yes, Binkley-yes, Walker-yes, Jackson-yes, and Mayor-yes.
6. **A.O. Smith Agreement.** Ms. Noe stated she asked to put this on the agenda; however, she just received the paperwork at 2:00 p.m. and has forwarded copies to be reviewed by the engineer. She further stated she would like to request this to be deferred until next month. A motion was made by Councilman Adkins, seconded by Vice-Mayor Anderson, to defer the A.O. Smith Agreement until next month. Vote on motion: Adkins-yes, Anderson-yes, Jackson-yes, Kerrigan-yes, Binkley-yes, Walker-yes, and Mayor-yes.
7. **Resolution: Wage and Salary Policy: Exhibit II Pay Table.** A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE UPDATING THE WAGE AND SALARY POLICY GOVERNING EMPLOYMENT WITH THE TOWN OF ASHLAND CITY. A motion was made by Councilman Adkins, seconded by Councilman Kerrigan, to approve the Wage and Salary Policy Resolution. Vote on motion: Adkins-yes, Kerrigan-yes, Binkley-yes, Walker-yes, Anderson-yes, Jackson-yes, and Mayor-yes.

Ordinance: Amend Title 18 Chapter 1: Usage Fees. AN ORDINANCE OF THE TOWN OF A

CITY, TENNESSEE TO AMEND TITLE 18, CHAPTER 1 OF THE MUNICIPAL CODE OF ASHLAND CITY, TENNESSEE. A motion was made by Councilwoman Binkley, seconded by Councilwoman Walker, to approve the Ordinance to amend Title 18 Chapter 1. Vote on motion: Binkley-yes, Walker-yes, Anderson-yes, Jackson-yes, Kerrigan-yes, Adkins--yes, and Mayor-yes.

9. **Caldwell Park Discussion.** Ms. Noe stated the Caldwell Park has already been surplusd; however, there is a dispute on the acreage and in order to get a clear title for insurance when the property is sold there will need to be a survey of the property. Mayor Allen stated he spoke to Buddy Wright some time back and the city has a credit with him if council would like to utilize Mr. Wright's services for the surveying of the park. Ms. Noe reiterated a survey is the only way to get the issue resolved. A motion was made by Councilman Jackson, seconded by Vice-Mayor Anderson, to have Caldwell Park property surveyed. Vote on motion: Jackson-yes, Anderson-yes, Kerrigan-yes, Adkins-yes, Binkley-yes, Walker-yes, and Mayor-yes. Councilman Adkins stated he spoke with someone and Louise Mandrel is not interested in purchasing the property.
10. **Dog Park Discussion.** Mayor stated this discussion was presented under public forum.

SURPLUS PROPERTY NOMINATIONS

11. **City Hall Site House.** Chief Walker stated we could get dumpsters and let the public works department tear down the house. A motion was made by Vice-Mayor Anderson, seconded by Councilman Jackson, to approve the tear down of the house on the city hall site. All approved by voice vote.

OTHER BUSINESS

12. **Girls' Basketball Team Signs.** Councilwoman Binkley asked for an update regarding the signs being posted for the girls' basketball team. Councilman Adkins stated they are in the process of being posted on Highway 12.
13. **Weekend Events.** Ms. Melissa Womack invited everyone to the 160th birthday celebration for the city on Sunday from 1:00 p.m. to 4:00 p.m. Councilwoman Binkley reminded everyone the Braxton Lee Foundation is hosting their Dinner Under the Stars event on Saturday. Ms. Womack stated there will be a booth selling tickets and providing transportation to and from for the cemetery tour at the birthday celebration.
14. **Disc Golf Ribbon Cutting.** Ms. Reed reminded everyone of the disc golf course ribbon cutting on Friday and invited everyone to attend.

ADJOURNMENT

A motion made by Councilman Jackson, seconded by Councilman Kerrigan to adjourn. Motion passed unanimously by voice vote. Meeting adjourned at 7:17 p.m.

MAYOR STEVE ALLEN

CITY RECORDER KELLIE REED, CMFO, CMC

ORDINANCE #

**AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE TO
AMEND TITLE 18, CHAPTER 1 OF THE MUNICIPAL CODE OF ASHLAND
CITY, TENNESSEE**

WHEREAS, the Mayor and Council of Ashland City, Tennessee has given due consideration to change the water and sewer usage fees of Ashland City.

NOW THEREFORE BE IT ORDAINED by the Mayor and Council of Ashland City, Tennessee that Title 18, Chapter 1, Section 18-104 and 18-106 is amended, replaced, and added as follows:

18-104. Usage fees for water service inside and outside the corporate limits.

- (1) Inside and outside the corporate limits a fee or charge shall be made and is hereby levied for the privilege of tapping or making a connection by any private water line with the town water system. There is hereby established a capacity fee and a tap fee. Any time there is a master meter installed for a multi-unit building then a tap fee and a master fee shall be required for every unit as well as the cost of a master meter. All meters inside corporate limits are required to be no less than one inch, unless they are preexisting meters which may require a low flow sprinkler system. We further reserve the right to charge any engineering costs in addition to these fees. In the event that the Developer on new construction installs the taps there will only be the capacity fee.

Meter size Fee

- (a) 3/4" \$1,250.00 capacity fee and \$1,250 tap fee (outside city limits only)
 - (b) 1" \$1,500.00 capacity fee and \$1,500.00 tap fee
 - (c) 2" \$3,000 capacity fee and \$3,000.00 tap fee
 - (d) 3" Expense (Machinery, Labor, & Material) plus \$3,500 capacity fee
 - (e) 4" Expense (Machinery, Labor, & Material) plus \$4,000 capacity fee
 - (f) 6" Expense (Machinery, Labor, & Material) plus \$5,000 capacity fee
 - (g) 8" Expense (Machinery, Labor, & Material) plus \$6,500 capacity fee
 - (h) 10" Expense (Machinery, Labor, & Material) plus \$10,000 capacity fee
- (2) Usage fees for the fire protection sprinkler system inside the corporate lines for commercial properties only the fee or charge shall be as follows:

Meter size Fee

- (a) 2" \$400.00 capacity fee plus machinery, labor and material expense
- (b) 3" \$600.00 capacity fee plus machinery, labor and material expense
- (c) 4" \$800.00 capacity fee plus machinery, labor and material expense
- (d) 6" \$1,200.00 capacity fee plus machinery, labor and material expense
- (e) 8" \$1,600.00 capacity fee plus machinery, labor and material expense
- (f) 10" \$2,000.00 capacity fee plus machinery, labor and material expense
- (g) 12" \$2,400.00 capacity fee plus machinery, labor and material expense

18-106. Usage fees for sewer service.

- (1) A fee or charge shall be made and is hereby levied for the privilege of making a connection to the sewer system. There is hereby established a capacity fee and a tap fee. Any time there is a master meter installed for a multi-unit building then a tap fee and capacity fee is required for every unit as well as the cost of a master meter. We further reserve the right to charge any engineering costs in addition to these fees. In the event that the Developer on new construction installs the taps there will only be the capacity fee. All usage or connection fees shall be:

Meter Size Fee

- (a) 4" \$1,500.00 capacity fee and \$1,500.00 tap fee
- (b) 6" Expense (Machinery, Labor, & Material) plus \$5,000 capacity fee

- (c) 8" Expense (Machinery, Labor, & Material) plus \$6,500 capacity fee
 - (d) 10" Expense (Machinery, Labor, & Material) plus \$10,000 capacity fee
- Customers are required to install their tank to our specifications.

This Ordinance shall take effect twenty days after its passage.

1st reading _____

Public hearing _____

2nd reading _____

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

Agreement Number: 180063

Project Identification Number: 122660.00

State Project Number: 11049-3202-04

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

**“State Industrial Access Highway Improvements,
SR-455, From: 1,500 feet South of SR-49 To: SR-49”**

“Jurisdiction, operation, and maintenance of State Route 455 from the intersection at State Route 49 southward to the intersection with State Route 12 will be transferred from the Department to the Agency upon completion of the Project.”

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibits A and B attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by: Agency or Project
Environmental Clearance by:	Department	Project
Preliminary Engineering by:	Department	Project
Right-of-Way by:	Department	Project
Utility Coordination by:	Department	Project
Construction by:	Department	Project
Paving, Striping & Signing by:	Department	Project

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described and assigned phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before N/A. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department’s Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department’s Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes, including without limitation any municipal park property owned by the Agency and any property for the Project obtained by Cheatham County and transferred to the Agency.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its contractor or agent during the Construction phase of the Project.
- e) In the event that this Agreement involves a State Industrial Access Road, the following subsections of B.5.(e) apply:
 - a) The Agency also agrees to clear the right-of-way of all encroachments within the Project limits.
 - b) The Agency agrees that in the event of the institution of any civil actions in eminent domain, condemnation or inverse condemnation, it will defend the same and pay judgments resulting therefrom.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase..

- c) If the Department is managing the Construction phase of the Project and the Agency chooses not to include the relocation of utilities on public right-of-way as a Project expense under the provisions of T.C.A. Section 54-5-804 or the Department finds it ineligible, the Agency agrees to assist in the relocation or adjustment of utility facilities as follows:
 - 1) Where utility facilities owned by the Agency or one of its instrumentalities are located within the proposed right-of-way of the Project, the Agency will be responsible for such relocation or adjustment of those facilities, as the Department determines is necessary and so notifies the Agency in writing.

 - 2) Where utility facilities owned by entities other than the Agency are located within the proposed right-of-way of the Project and on property presently owned by the Agency, the Agency will take whatever action necessary to obtain removal or adjustment of such utility facilities if so requested by the Department in writing.

- d) In the event that the Project herein described lies on the State Highway System, the Agency shall be solely responsible for all other claims arising from its authorization for local utilities to remain in place during the Construction phase. The extent of that liability shall be determined in accordance with the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., or other applicable laws.

- 1) For the purpose of fulfilling this obligation, in accordance with T.C.A. Section 29-20-404, the Agency shall purchase a policy or agreement of insurance to cover its liability. That policy shall contain limits of liability equal to the maximum limits of the Department's liability under T.C.A. Section 9-8-307, as it may from time to time be amended or construed, or as may otherwise be established by law.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.
- b) In the event that this Agreement includes a State Industrial Access Road, the Department will manage all railroad-highway work for the Project.
 - 1) The Agency agrees to provide fifty percent (50%) of the actual cost of any required adjustment or improvement to any railroad when so requested by the Department in writing. The Agency shall provide these funds by (a) check, made payable to the Department of Transportation or (b) deposit in the Local Government Investment Pool.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
 - 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways, except as provided in section B.5.(c) of this Agreement. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency agrees that the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.
- c) After the Construction phase of the Project has been completed, the Department will notify the Agency that the section of State Route 455 from its intersection with State Route 49 southward to its intersection with State Route 12 has been removed from the state highway system. The Agency agrees that, upon such notification, the Agency will accept jurisdiction over this former section of State Route 455 and shall thereafter operate and maintain this former section of State Route 455 in its entirety, including but not limited to paving, drainage, bridges, highway signs and markings, signals, sidewalks, mowing, and vegetation control on the highway right-of-way. The Agency further understands and agrees that the Department shall have no further maintenance responsibilities whatsoever over this former section of State Route 455.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of its subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- b) In the event that the Project herein described includes the State Highway System, the Department may rescind its authorization for the location of the Project upon state highway right-of-way at any time by giving the Agency at least ninety (90) days advance written notice thereof, and the Agency shall be obligated to close the Project to public use and remove it at the Agency's expense and restore the premises to the satisfaction of the Department by or before the effective date of such termination

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Costs:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc.
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

This provision D.35 does not apply.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	=	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 year open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

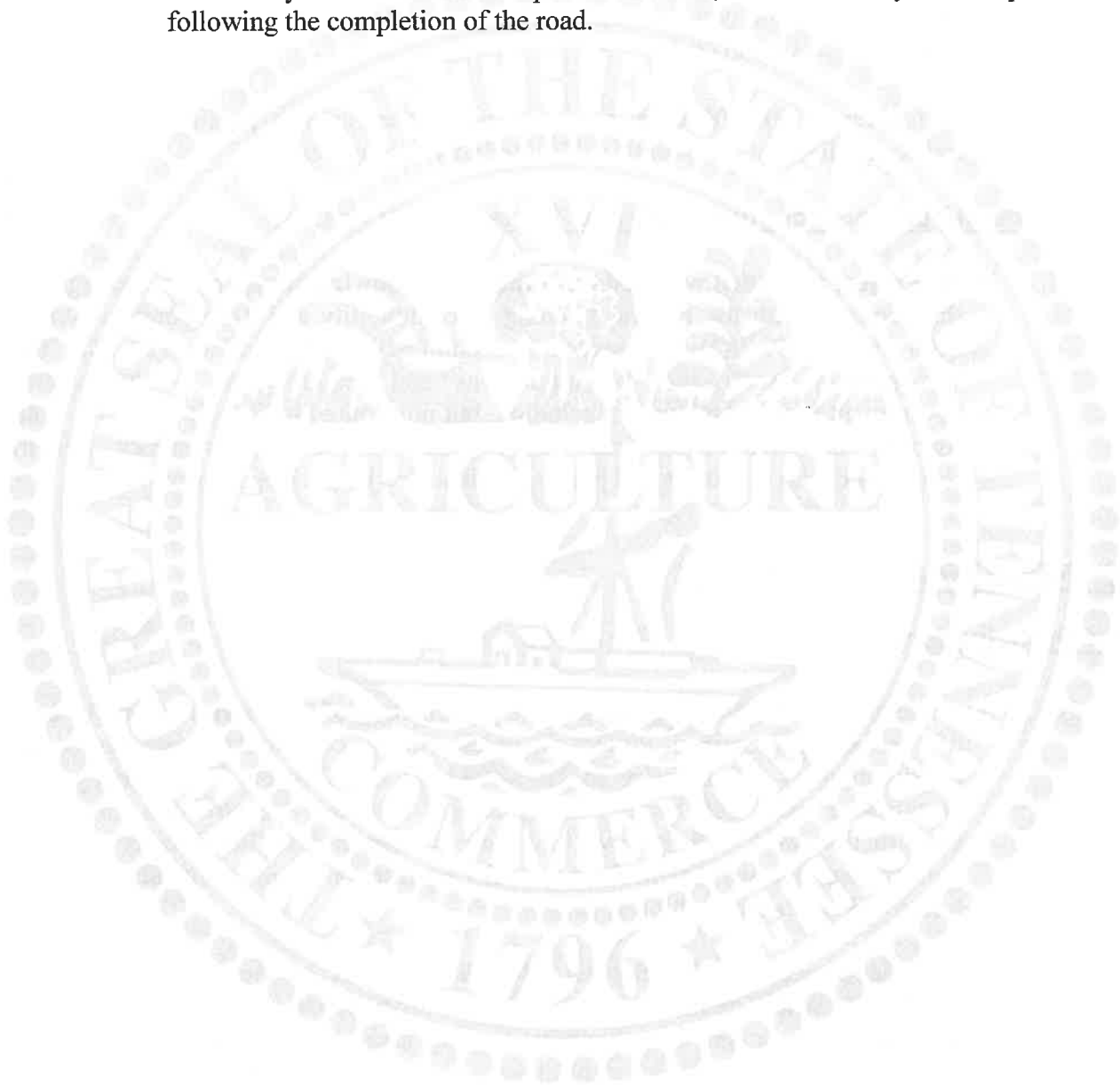
E. INDUSTRIAL OPERATION

E.1 Participation:

- a) It is hereby understood and agreed that the participation of the Department in the cost of the herein described Project is hereby made contingent upon the actual construction of the industry to be served by the Project. Accordingly, the Department will not award an agreement for the Construction or begin Construction work with its own forces on the herein described Project until the industry has actually begun the physical Construction of its plant facility at the location described in Exhibit A hereof.
- b) In accordance with T.C.A. Section 54-5-405, no part of the highway shall be constructed within an industrial site/park or a privately owned tract of land, unless the site/park is a link in a highway serving areas beyond the park or private property in which event the right-of-way or easements shall be conveyed to the State as with other highways.

E.2 Industry Termination

- a) Should the industry terminate its plans to build the plant facility as described herein, the Agency will reimburse the Department for development costs.
- b) In addition, the Agency hereby agrees to reimburse the Department for all funds expended on the Project should the industry fail to complete its facility and operate the facility for a reasonable period of time, as defined by the Department, following the completion of the road.



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

ASHLAND CITY

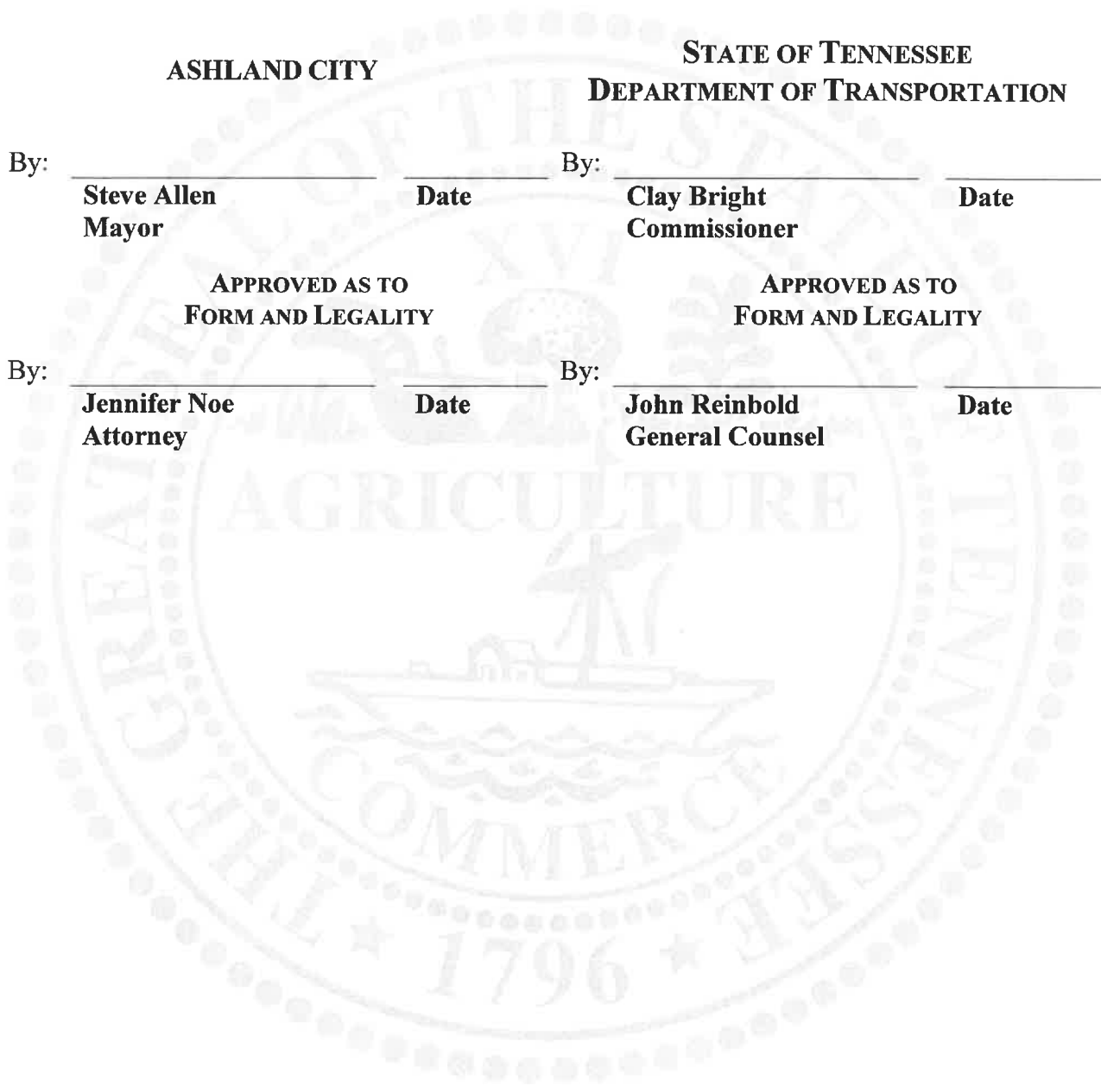
**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Steve Allen **Date** **Clay Bright** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Jennifer Noe **Date** **John Reinbold** **Date**
Attorney **General Counsel**



ORDINANCE #

AN ORDINANCE TO ACCEPT A BUDGET AMENDMENT FOR THE 18/19 FISCAL YEAR.

WHEREAS, the Mayor and Council appropriate \$3,000 for the Court Department’s consultant services line item; and

WHEREAS, the Mayor and Council appropriate \$6,700 for the Police Department’s reimbursement of fees incurred for staffing during filming of the Lien on Me movie; and

WHEREAS, the Mayor and Council appropriate \$22,500 for the engineering fees for the City Hall building project; and

WHEREAS, the Mayor and Council appropriate \$19,000 for the engineering fees for the Fire Hall building project; and

WHEREAS, the Mayor and Council appropriate \$870,000 for the Water and Sewer Fund’s Water Tank and Smoke Testing projects; and

WHEREAS, the Mayor and Council appropriate \$75,000 for the acquisition of property for the Sewer Treatment Plant site.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Council of the Town of Ashland City, Tennessee that this ordinance shall become effective 20 days after final passage the public welfare requiring.

SECTION 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<i>Beginning Budget</i>	<i>Ending Budget</i>
Court Department	\$270,050.00	\$273,050.00
Recorder Office and General Government	\$723,250.00	\$745,750.00
Police Department	\$1,636,475.00	\$1,643,175.00
Fire Department	\$1,709,950.00	\$1,728,950.00
<i>Water Fund</i>		
Water and Sewer	\$2,588,640.00	\$3,533,640.00

1st reading _____
Public Hearing _____
2nd reading _____

Mayor Steve Allen

City Recorder Kellie Reed, CMFO, CMC

Nashville Area Afternoon Farmers' Markets

1. Ashland City- Saturday 4-7
2. 12 South- Tuesday 4-7
3. East Nashville- Tuesday 3:30-6:30
4. Hip Donelson- Friday 4-7
5. Goodletsville- Thursday 3-7
6. Portland- Thursday 3:30-7
7. Berry Farms- Tuesday 4-7
8. Brentwood- Thursday 4-7
9. Mt Juliet- Tuesday & Thursday 1-6
10. Bellevue- Friday 3:30-6:30
11. Old Hickory- Tuesday 4-7
12. Leipers Fork- Thursday 3:30-6:30
13. Belle Meade- Thursday 3:30-6
14. Crieve Hall- Thursday 4:30-7
15. Westhaven- Wednesday 4-7
16. Azafran Park- Wednesday 3-6

Nashville Area Morning Farmers' Markets

1. Richland Park- Saturday 9-12:30
2. Clarksville- Saturday 8-1
3. Kingston Springs- Saturday 9-12
4. Lascassas- Saturday 8-12
5. Rutherford Cty- Tuesday 7-12
6. Gallatin- Saturday 8-1
7. Hendersonville- Saturday 8:30-1:30
8. Franklin- Saturday 8-1
9. Nolensville- Saturday 8-12

Date	Adults	Children	Dogs	Notes
6/15/2019	190	35	2	
6/22/2019	160	25	3	
6/29/2019	180	30	3	Grill Day Sausage Giveaway/ Rain
7/6/2019	97	12	1	Rain
7/13/2019	102	18	3	HOT/ Rain
7/20/2019	100	12	1	HOT/ Live music
8/10/2019	100	7	3	
8/17/2019	70	3	3	Live music
8/24/2019	70	15	6	
8/31/2019	45	8	1	Grill Day Sausage Giveaway

Electrical Permits

Fiscal Year	# of Permits	Revenue	Expense	Actual Income
FYE 2017	1051	5255	3415.75	1839.25
FYE 2018	1117	5585	3630.25	1954.75
FYE 2019	1226	6130	3984.5	2145.5

Revenue: # of Permits * \$5
Expense: Average Employee Hourly Wage/10 min * # of Permits
Average Employee Hourly Wage: 3 employees who normally type permits
Actual Income: does not take into consideration cost of supplies and technology.

Fiscal Year	# of Permits	Revenue	Expense	Actual Income
FYE 2017	1051	5255	6831.5	-1576.5
FYE 2018	1117	5585	7260.5	-1675.5
FYE 2019	1226	6130	7969	-1839

Expense: Average Employee Hourly Wage/20 min * # of Permits

Fiscal Year	# of Permits	Revenue	Expense	Actual Income
FYE 2017	1051	5255	5118.37	136.63
FYE 2018	1117	5585	5439.79	145.21
FYE 2019	1226	6130	5970.62	159.38

Expense: Average Employee Hourly Wage/15 min * # of Permits



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION
(NOT WIRE TRANSFERS)**

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".
State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

SECTION 1: TYPE OF REQUEST

New	Change Existing Account: Enter Existing Routing No:	Existing Account No:
-----	---	----------------------

SECTION 2: ACCOUNT HOLDER INFORMATION

Name (as shown on your income tax return):

Business Name, if different from above:

Federal Employer Identification Number (FEIN): _____ or Social Security Number (SSN): _____

Enter the address that should be associated with the account number::

Address Line 1:

Address Line 2:

City:	State:	Zip Code:
-------	--------	-----------

Contact Name:	Telephone:
---------------	------------

Enter the email address to which the remittance advices should be routed:

SECTION 3: AUTHORIZATION

Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States? Yes No

Account Type: Checking Savings

Financial Institution Name:

Routing Number: _____ Account Number: _____

I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the state to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.

Authorized Signatory Printed Name:

Authorized Signature:	Date:
-----------------------	-------

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.

Representative Name:	Representative Signature:
----------------------	---------------------------

Title of Representative:	Date:
--------------------------	-------

Business Fax Number:	Business Phone Number:
----------------------	------------------------

Mailing Address:

City:	State:	Zip Code:
-------	--------	-----------



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS
(NOT WIRE TRANSFERS)**

As a supplier to the state of Tennessee you are offered the security and convenience of having payments automatically deposited into your bank account. The Supplier Direct Deposit Authorization is required to process payments electronically. The information on this form is confidential and subject to verification by the state. The completed form must contain original signatures and be received by the state in a timely manner. Electronic signatures are not accepted.

SECTION 1: TYPE OF REQUEST

- Check the appropriate box.
 - New: Initial set up of supplier direct deposit.
 - Change Existing Account: Bank account information will not be changed unless the existing routing and account numbers currently on file with the state have been entered.

SECTION 2: ACCOUNT HOLDER INFORMATION

- The Name, Business Name, and Federal Employer Identification Number (FEIN) or Social Security Number (SSN) on the Supplier Direct Deposit Authorization form must match the W-9 submitted, or the information already on file with the state.
- Enter the address that should be associated with the account number identified in Section 3. For example, if the business has different locations, each with separate bank accounts, enter the address of the location to which this account applies. If the account is to be added to multiple addresses, list each address on an additional sheet.
- Enter the contact information of an authorized signatory on the account.

SECTION 3: AUTHORIZATION

- All fields in this section must be completed.

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

- This section must be completed by the financial institution representative.

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".

State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

Cancellation of Direct Deposit

To cancel direct deposit, mail a written request to the address above. The request must contain the payee's name, FEIN or SSN, routing and account numbers, that matches the information already on file with the state, and an original signature of an authorized signatory.

Should you have any questions or need assistance, contact Supplier Maintenance at 615-741-9745.



State of TN CPO Training & Compliance: Registering to do Business with the State of Tennessee Job Aid

Purpose

The purpose of this user guide is to provide assistance with properly registering your business in the State's Procurement System - Edison.

Introduction

Follow the instructions outlined below to register to do business with the State of Tennessee. This job aid contains the following how to information:

- register in Edison
- create a user account


Registering as a Supplier

If your company has never done business with the State of Tennessee, you will need to register. It is recommended that a company be registered in Edison to bid on any solicitation listed with the State of Tennessee. The colored links below will take you directly to the Supplier Information webpage for additional information. The following documents and information are required to register as a supplier:

- Tax identification Number
- [Current W-9 documentation](#)
- Certificate of Registration or Exemptions from the Department of Revenue
- [Direct Deposit Authorization form](#)

Follow these steps to register as a Supplier.

- Click on the link provided to access the main supplier screen:
https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST.
- In the middle section, Welcome to the Edison Supplier Portal, click on the **Register as a Supplier** link.



Welcome to the Edison Supplier Portal.

This is the central access point for our suppliers and business partners to view valuable information related to conducting business with us. In addition, active suppliers and business partners may also log in to our secure system from this portal to access current transaction information for their accounts.

Do you have an existing Edison Access ID (formerly Edison eSupplier username)?

Click on **Sign In** to login to the Edison Supplier Portal.

Looking to do business with the State of Tennessee?

In order to bid on a contract, you MUST:

1. **Register as a Supplier**
2. Ensure that a completed [IRS-W9 Form](#) is attached to your registration.
3. (optional) Fill out a [Direct Deposit Authorization Form](#) to have payments conveniently deposited into your bank account automatically.

If you have a Supplier ID and need new or additional Edison Access IDs, click [Create New User Accounts](#). Your Tax Identification Number is required.

For International Bidders, please contact Vendor Maintenance at 615-741-9745 or Vendormaint@tn.gov.

Statewide Contract Information Links:

- [Statewide Contract \(SWC\) Search](#)
- [Statewide Contract Line Details \(Excel Download\)](#)

Procurement Agency Links:

- [Central Procurement Office](#)
- [RFP Listing](#)
- [Tennessee Department of Transportation](#)
- [Payment Contact Information by Agency](#)
- [Vendor Community](#)

Important Notifications:

- [Notice to Suppliers- Public Chapter 730](#)

Step 1 - Welcome

- Select the type of supplier that describes you.
 - **Individual** – this indicates that you will be registering with a Social Security Number
 - **Business** – this indicates that you will be registering with a Federal Employer Identification Number (FEIN)
- Click **Next** to advance to Step 2.

NOTE: Once you begin the registration process, if you find you are not able to finish, you may click the **Save for Later** box at screen bottom, right hand side.

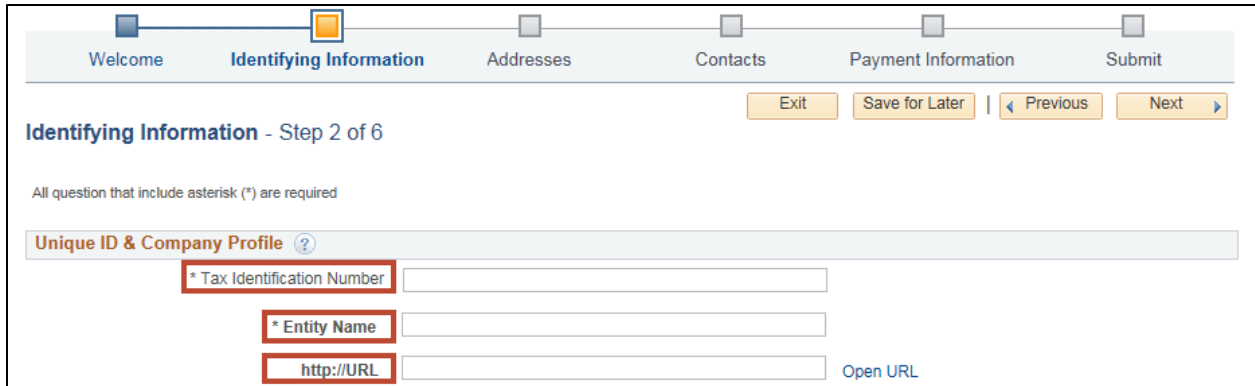
When you return, just click on the **Continue from where you left** option circled in blue.

- To continue, you will need your **Registration ID** which may be found in your registration email from Edison and your **Tax Identification Number**.

Step 2 – Identifying Information

The **Identifying Information** screen is used to provide general information. Required fields are indicated by an asterisk*.

- Enter the **Tax Identification Number**.
- Enter the **Entity** (Individual or Company) **Name**.
- If the company has a website, enter it <http://URL> .

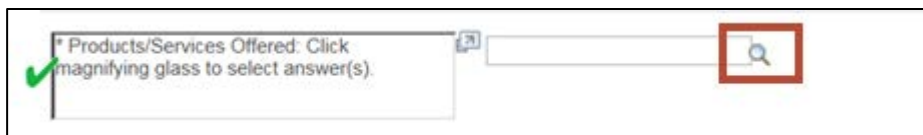


While you need to answer all the **Profile Questions**, below are special instructions for the first two statements.

- In the first statement, use the “paper clip” icon to upload and attach IRS W-9.



- In the second statement, use the magnifying glass “look up” icon to search for the products or services you offer.



- Click on all that apply.
- When finished, click **Return**.
- Finish answering remaining questions.

List Line Number	List Item
1	<input type="checkbox"/> Rental-includes office space, equipment, hotel room, etc
2	<input type="checkbox"/> Medical Srv-includes vet, mental health, med transport, etc
3	<input type="checkbox"/> Medical Staffing Service
4	<input type="checkbox"/> Attorney Fees
5	<input type="checkbox"/> Services-includes process server, advertising, day care, etc
6	<input type="checkbox"/> Utilities-includes propane, cell, internet, cable, etc
7	<input type="checkbox"/> Water delivery service
8	<input type="checkbox"/> Supplies/Materials-includes office supplies, Rx, DME, etc
9	<input type="checkbox"/> Set up charge/service agreements sold separately
10	<input type="checkbox"/> Subscriptions/publications-print/online subscription, etc
11	<input type="checkbox"/> Dues- professional/organizational dues
12	<input type="checkbox"/> Other- please explain in the comments section

Return

Profile Questions ?

* Attach current version of IRS W-9 [Add Attachment](#)

* Products/Services Offered: Click magnifying glass to select answer(s).

* Are any employees/owners of this firm currently or previously employed by the state of Tennessee (within the past 6 months)?

If answered "Yes" to Question 3, please list these employees including name, social security number, and position within your firm including ownership

* Has there has been an ownership change within the past two years?

Date of Incorporation, if applicable.

State of Incorporation, If applicable.

Has a performance penalty ever been assessed against the organization or any of the principle owners?

Continue to the **Codes** section.

- Click drop down menu beside **Add Code** and choose **UNSPSC Codes**. These are commodity codes used by the State to identify the goods or services the company will provide.
- Click on the magnifying glass **“look up”** icon.

The screenshot shows the 'Codes' section of a web application. At the top, there is a 'Code Type' dropdown menu with 'UNSPSC Codes' selected. Below it is a table with columns for 'Code Type', 'Code', and 'Description'. A magnifying glass icon is positioned next to the 'Description' column. A blue box highlights a section titled 'Please check all that apply:' with checkboxes for 'Emerging Small Business', 'Women-Owned Business', 'Veteran', and 'Disabled'. The 'Next' button is highlighted at the bottom right.

- When **Look Up Code** opens, choose drop down menu beside **Description**, click **contains**, type in your brief description and click **Look Up**.

This code will populate into your **Add Code** section. You may add as many codes as necessary. Just click on Add Code each time and a new line will open.

- When you are finished, click **Next** to continue to Step 3.

The screenshot shows the 'Look Up Code' dialog box. The 'Code Type' is set to 'UNSPSC Codes'. The 'Code' field has 'begins with' selected. The 'Description' field has 'contains' selected. The 'Look Up' button is highlighted. Below the dialog box, a table of search results is visible, listing codes and descriptions such as '10101500 Livestock', '10101600 Birds and fowl', etc.

Step 3 - Addresses

This screen is used to enter the address information of the business/individual. The address provided here should be the **main address** of the individual or the headquarters of the company.

- Enter the address in the **Address 1** line.
- Enter the **City**.
- Enter the **Postal (Zip)** Code.
- Use the magnifying glass **"look up"** icon for the **State** field.
- Enter a valid **Email** Address.
- Under the **Other Addresses** tab, check the **Remit To Address** box for remission if payment should go to a different address.
- Click **Next** to move to Step 4.

Addresses - Step 3 of 6

For International Bidders, please contact Vendor Maintenance at 615-741-9745 or Vendormaint@tn.gov

Primary Address ?

* Country United States

*Address 1 ✓

Address 2

Address 3

*City ✓

County *Postal ✓

*State ?

*Email ID

Other Addresses ?

Check boxes below to indicate addresses that are different from your Primay Address above:

Remit To Address
Address for remitting payment

✓ * Country United States

✓ *Address 1

Address 2

Address 3

✓ *City

County *Postal

✓ *State ?

✓ *Email ID

Step 4 – Contacts

- Click **Add Contact** to add additional contact information.

The screenshot shows a progress bar at the top with six steps: Welcome, Identifying Information, Addresses, **Contacts** (highlighted), Payment Information, and Submit. Below the progress bar are navigation buttons: Exit, Save for Later, Previous, and Next. The main content area is titled 'Contacts - Step 4 of 6'. A note states: 'When filling out contact information please use one User ID per Contact.' Below this is a section for 'Company Contacts' with a question mark icon. A message reads: 'You have not added any contact information to your application. Click "Add Contact" button to add new contact information.' A red-bordered 'Add Contact' button is highlighted. At the bottom, there are 'Exit', 'Save for Later', 'Previous', and 'Next' buttons, with the 'Next' button highlighted in red. A small asterisk note at the bottom left indicates '* Required field'.

- Fill in all necessary information.
- **NOTE: Requested User ID** is usually the name of the company after the TN@. Example: TN@thecompanyname .
- Click **OK**.
- Click **Next** on main screen.

The 'Add Contact' dialog box is shown with two main sections: 'Contact Information' and 'User Profile Information'. The 'Contact Information' section includes: 'First Name' (Kathy), 'Last Name' (Taylor), 'Title' (empty), 'Email ID' (kathy.taylor@tn.gov), 'Telephone' (615/741-1455) with an 'Ext' field, 'Fax Number' (empty), and 'Contact Type' (General). A 'Primary Contact' checkbox is checked. The 'User Profile Information' section includes: 'Requested User ID' (TN@KATHYTAYLOR) with a red note '* UserID must begin with TN@', 'Description' (empty), 'Language Code' (English), 'Time Zone' (empty), and 'Currency Code' (US Dollar). At the bottom are 'OK' and 'Cancel' buttons, with 'OK' highlighted in red.

Step 5 – Payment Information

- **NOTE:** Click here to download the [Direct Deposit Authorization](#) form. *The original copy must be signed by bank personnel and mailed to the address on the form.*
- Fill in the **Email Address** on this page.
- Click **Next**.

Welcome Identifying Information Addresses Contacts **Payment Information** Submit

Exit Save for Later Previous Next

Payment Information - Step 5 of 6

Direct Deposit, please download the Supplier Direct Deposit Authorization form on the Supplier Portal Home page. Please carefully read the instructions to ensure proper filing and submission.

Payment Preferences ?

Enable Email Payment Advice

Email Address

Exit Save for Later Previous **Next**

*Required Field

Step 6 – Submit

The **Submit** and agreeing to the **Terms of Agreement** are the final steps to registration.

- To read the Terms of Agreement, click on the blue link.
- Put a check in the box **Click to accept the Terms of Agreement below**.
- If you would like to review any of your answers click on the **Review** box.
- When you are ready to submit your registration, click **Submit**.

Welcome Identifying Information Addresses Contacts Payment Information **Submit**

Exit Save for Later Previous Next

Submit - Step 6 of 6

Click the "Review" button to review the registration information.

Click the "Submit" button to submit your registration after reviewing and accepting following Terms of Agreement .

Email communication regarding this registration will be sent to:

kathy.taylor@tn.gov

Terms and Conditions ?

Make sure you read terms of agreement fully before submitting your registration.

Click to accept the Terms of Agreement below.

[Terms of Agreement](#)

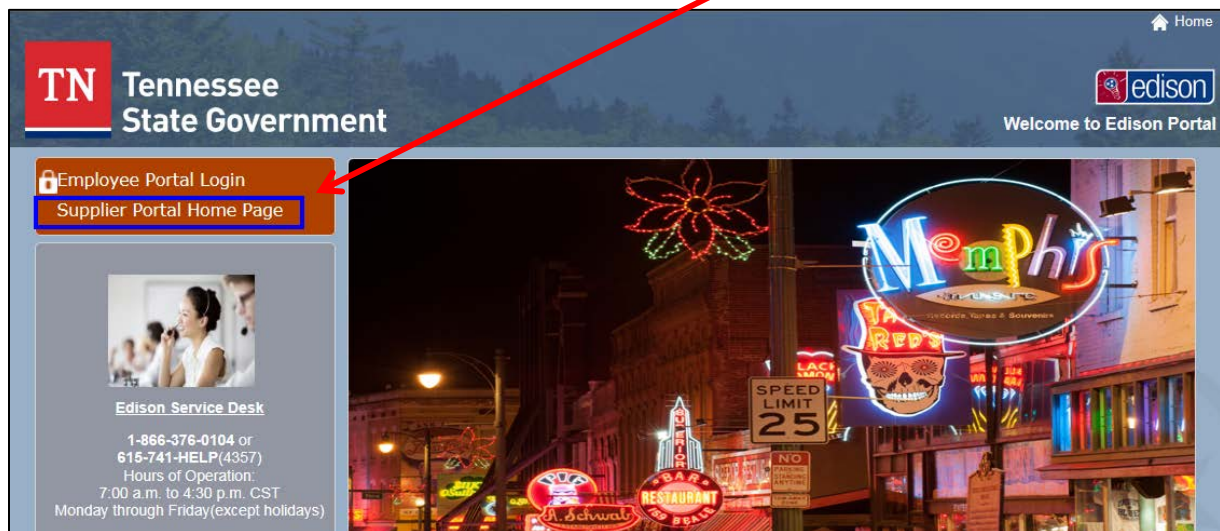
Review Submit

You will receive an email containing your registration number. You can expect the approval process to take two weeks or longer. For questions, contact vendormaint@tn.gov or phone (615) 532-5150 and include your registration number in all correspondence.


Creating a User Account

After you have been notified that your account is created in Edison, your business may create a User Account to access your company information.

- Click on the link below to access the Edison Supplier Portal:
https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST.
- Click on the **Supplier Portal Home Page** link.



- In the middle section, click on the **Create New User Accounts**.



Welcome to the Edison Supplier Portal.

This is the central access point for our suppliers and business partners to view valuable information related to conducting business with us. In addition, active suppliers and business partners may also log in to our secure system from this portal to access current transaction information for their accounts.

Do you have an existing Edison Access ID (formerly Edison eSupplier username)?

Click on [Sign In](#) to login to the Edison Supplier Portal.

Looking to do business with the State of Tennessee?

In order to bid on a contract, you MUST:

1. [Register as a Supplier](#)
2. Ensure that a completed [IRS-W9 Form](#) is attached to your registration.
3. (optional) Fill out a [Direct Deposit Authorization Form](#) to have payments conveniently deposited into your bank account automatically.

If you have a Supplier ID and need new or additional Edison Access IDs, click [Create New User Accounts](#). Your Tax Identification Number is required.

For International Bidders, please contact Vendor Maintenance at 615-741-9745 or Vendormaint@tn.gov.

Statewide Contract Information Links:

- [Statewide Contract \(SWC\) Search](#)
- [Statewide Contract Line Details \(Excel Download\)](#)

Procurement Agency Links:

- [Central Procurement Office](#)
- [RFP Listing](#)
- [Tennessee Department of Transportation](#)
- [Payment Contact Information by Agency](#)
- [Vendor Community](#)

- Enter your **Supplier ID** and **Tax Identification Number**. (If you need to create a user account for multiple entities, click the Add button.)
- Below **User Account Information**, enter your **Requested User ID**. (This is the TN@thecompanyname sign in.)
- Enter your place of business **Email ID** (address) or you may choose to use a general company email account monitored by several people to avoid problems when someone leaves the company.
- The Terms of Agreement are available to read if you click on the blue Terms of Agreement hyperlink. Click the box if you accept them.
- Click **Submit**.

Register New User Accounts

To create a new user, please fill in the information below. Once you have completed the required information, click the "Submit" button to submit your registration for consideration. You will receive an email confirmation shortly after submittal.

If you have any questions or feedback on the registration process, please contact Supplier Maintenance:
615-532-5150
or by email at
Vendormaint@tn.gov

▶ Authentication

Supplier List

*Supplier ID	Tax Identification Number	
		🗑️

Add
[Forgot your Supplier ID?](#)

User Account Information ?

* Requested User ID	
Description	
* Email ID	
Language Code	English ▼
Time Zone	<input type="text"/> 🔍
Currency Code	USD 🔍

Terms and Conditions

Make sure you read terms of agreement fully before submitting your registration.

Click to accept the Terms of Agreement below.

[Terms of Agreement](#)

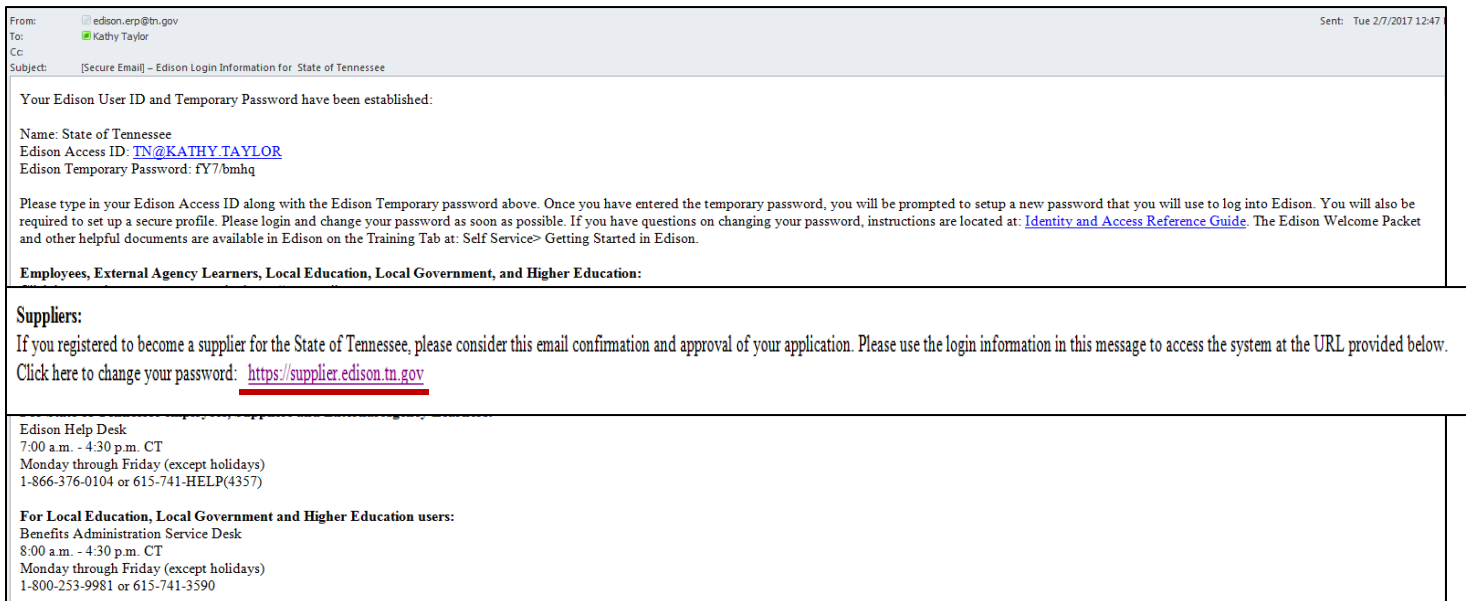
Submit
Cancel

* Required field

After submitting your request, you will receive an email similar to the one below which provides you with your **Edison Access ID**.

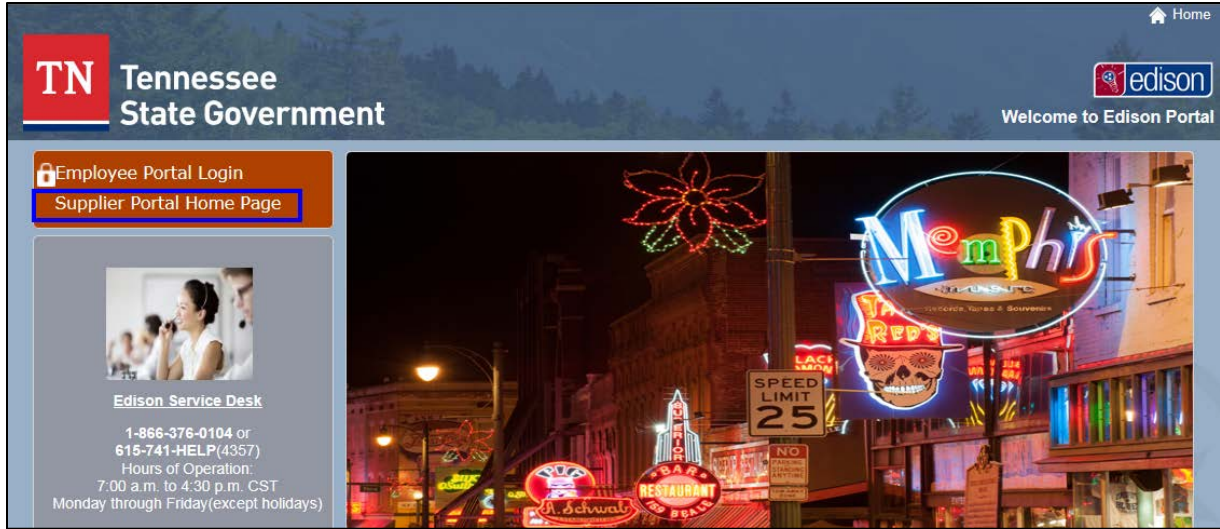


It will be followed by a second email, giving you an **Edison Temporary Password** with instructions to login and change your password as soon as possible.

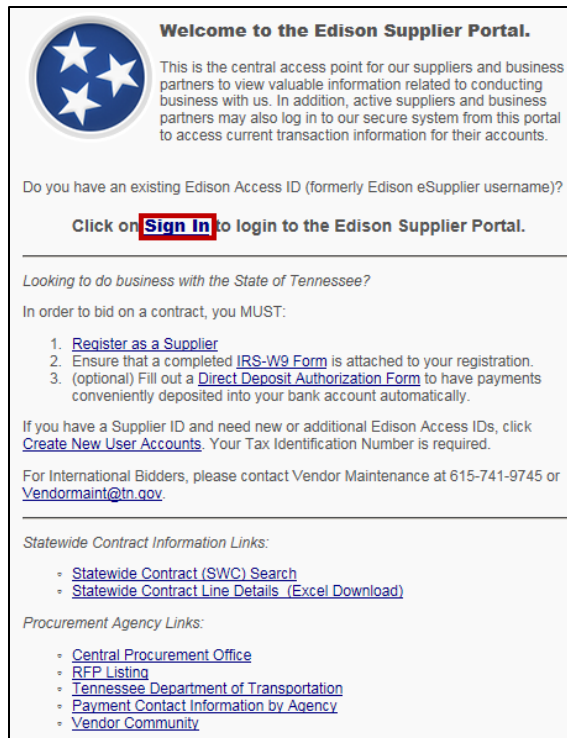


To complete creating your **New User Account**:

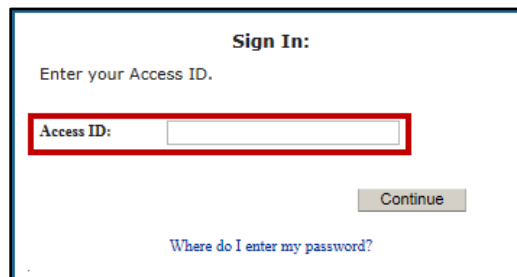
- Click on the **Edison link** provided in the email (above).
- Click on the **Supplier Portal Home Page** link. (Screen shot on page 13.)



➤ When the **Welcome to the Edison Supplier Portal** opens, click on **Sign In**.



➤ Enter your **Access ID**.



- Enter your **Temporary Password**.



- When the Reset Your Password populates, carefully read the requirements for a new password.
- Enter the **temporary password** in the box and click **Enter**.
- The gray shading will move down and you will enter your **New Password** and click **Enter**.
- **Confirm New Password** by entering it again.

Reset Your Password

Please enter your current/temporary password and new password twice below.

A valid password must meet all of the following conditions:

- Password must not contain the following character(s): & , < > ^ % ~ ' " * @
- Password must not match or contain first name.
- Password must not match or contain last name.
- Password must contain at least 2 alphabetic character(s).
- Password must be at least 8 character(s) long.
- Password must contain at least 1 lowercase letter(s).
- Password must contain at least 1 numeric character(s).
- Password must contain at least 1 special character(s).
- Password must contain at least 1 uppercase letter(s).
- Password must not be one of 12 previous passwords.
- Password must not match or contain user ID.

Current/Temporary Password	click to enter	
New Password	click to enter	
Confirm New Password	click to enter	

After confirming your new password, please **ONLY HIT ENTER ONCE** as there is a slight delay while processing your new password.

- **Setting up your Security Profile** opens and explains the next three processes that need to be completed. After you read, click **Continue**.

Setting up your Security Profile

Over the next few pages you will be required to set up your security profile. Please take a moment to familiarize yourself with this information before proceeding. Once completed, your security profile will add new layers of security to your account by helping us verify you as a trusted user and help you identify us as a trusted site. After you review this information, please click Continue to get started.

Security Image and Phrase

The security image and phrase feature will help ensure that you are entering your password on a trusted site. You will be required to select an image of your choice, which includes an associated security phrase and the current date and time.

Security Questions and Answers

The security questions and answers feature will help us verify that you are a trusted user when you forget your password or if certain security risk levels are exceeded. You will be required to set up answers for a series of security questions.

One-Time Password

The one-time password feature will send a temporary password to an email address of your choice when security risk levels are high or if you forgot your password. The email address may be a work or personal address.

Please click Continue to set up your security profile. >> Continue

- To set up your personal security image and security phrase, click the link in blue **Change your image and phrase** at the bottom of the screen.
- When complete, click **Continue**.


Selecting your Security Image and Phrase

The security image and phrase feature is used to ensure that you are entering your password on our official site. The image below is your currently selected security image and phrase where you will enter your password when logging into Edison in the future. To select a different image, which includes an auto-generated phrase, please click Change your image and phrase until you find an image and phrase you like. Once selected, please click Continue to proceed.

Note:

Please remember to never enter your password when logging into Edison unless you see your personalized image and phrase with a current freshness date.

Password:



2/8/2017 11:38 (CST)

hilarious Service

enter

← Your personal security image

← Your personal security phrase

Learn more about your personalized security image and phrase

Change your image and phrase

Continue

- **Security Questions** will then populate. Choose one question at a time and enter your answer in the box.
- Click **Enter**.
- The gray shaded area will move to **Question 2** and you repeat the process until you complete all five questions/answers.

Security Questions

We will use your security questions and answers to confirm your identity at times when additional verification is required. Please select a question from the dropdown box and enter your answer in the space provided. Once all the questions are selected and answered, please click enter to proceed to the next page.

Questions (Choose a question from each list below)

- 1)
- 2)
- 3)
- 4)
- 5)

Answers

- The final step is to complete the **One-Time Password Registration**.

One-Time Password Registration

Please enter your email address. If you forget your password in the future or if high risk security levels are exceeded, a one-time password can be sent to you by email to verify you as a trusted user. The email address may be a work or personal address. The email address must be unique, valid, and only accessible by you.

If you decline to enter an email address, we will be unable to send you a one-time password in the future, which could cause a delay in gaining access to Edison. You will have the ability to add a one-time password email address in the future if one is not provided at this time. It is highly recommended to provide an email address.

Email Address

I consent for the State of Tennessee to send a one-time password to the above email address. I acknowledge that the email address is unique, valid, and only accessible by me. I assume the responsibility to protect any login credentials in order to maintain them in the strictest of confidence.

I acknowledge that not providing an email address will cause a delay in gaining access to Edison if situations arise in the future that require verification by one-time password.

Box must be checked before continuing. *

- If you have further questions for logging into the portal for the first time, please click on the link and view the video.

<https://www.youtube.com/watch?v=lx7NMITi9vs&feature=youtu.be>

Amendment History

Summary of Change

Version #	Modified Date	Modified By	Section, Page(s) and Text Revised
2.0	10/6/2015	Jamil Moore	Modified original per updates from Lorraine L. and Susan M.
3.0	2/25/2016	Kathy Taylor	Formatted to job aid template.
4.0	2/10/2017	Kathy Taylor	9.2 total update – Approved by SME – Lorraine Lassourreille

Supplier Aid: CPO Requirements of Registration with the Department of Revenue

Purpose

The purpose of this job aid is to provide information on requesting a certificate of registration (or exemption) for sales and use tax. This aid is intended for Suppliers needing to verify existing certification or register for new certification.

Revenue Registration Requirement

Suppliers must be registered with the Tennessee Department of Revenue for Sales and Use Tax under Tenn. Code Ann. § 12-3-306(a) (2013). Tennessee's tax laws require dealers to register for sales and use tax. This applies to in-state dealers and also to certain out-of-state dealers, who, because of their in-state activities, are required to collect Tennessee's sales and use tax. The following activities, when performed in Tennessee, would require a company to register to collect and remit sales and use tax:

- Using in-state solicitors, whether employees, agents, or independent contractors
- Conducting in-state promotional activities by company personnel, including participation in trade shows
- Having a subsidiary of your business physically present in Tennessee acting as an agent for you, as an out-of-state dealer or conducting activities in Tennessee on your behalf.
- Using company-owned trucks or using carriers acting as an agent for the seller
- Maintaining a store, office, warehouse, showroom, or other place of business in words Tennessee
- Leasing or renting tangible personal property in Tennessee
- Repairing, installing, or assembling tangible personal property in Tennessee, or the use of an agent or independent contractor performing those services
- Providing telecommunication services to subscribers located in Tennessee
- Providing any taxable service in Tennessee

These activities are listed as a general guideline and do not attempt to address every activity performed by a company that could require collection and remittance of sales or use tax. There are also exceptions that may apply.

The Central Procurement Office requires Suppliers to obtain either a certificate of registration to collect sales and use tax, or a letter from Revenue stating the Supplier is exempt from paying sales and use tax prior to being awarded a contract or issued a purchase order.

Obtaining a Certificate or Exemption Letter

Suppliers, who need a copy of their certificate of registration and already have a sales and use tax account number, can call the help number provided for assistance:

- Line open between 7:00AM - 8:00PM CST M-F
- Nashville-area and out-of-state: (615) 253-0600*
- Statewide toll-free: (800) 342-1003*

**Subject to closures on holidays*

Suppliers who need to register for sales and use tax should visit the Tennessee Department of Revenue's website at <https://tntap.tn.gov/EServices/>.

Suppliers who need to check eligibility of exemption should go to [\ftdg##bHJd"rb"\[cj#9GYfj JWg#S#](#) and click on the "TN Vendor Contract Registration" link near the middle of the page. Fill out the survey and click "next". If the Supplier is ineligible for exemption, a box will pop up stating so. If eligible for exemption, it will proceed to the next page.

The web-page at <https://www.tn.gov/content/tn/revenue/taxes/sales-and-use-tax.html> further explains the process and how to receive the proof of sales tax exemption letter.



Tennessee Department of General Services, Authorization No. 321263.
Electronic only. This public document was promulgated at a cost of \$0.00 per copy. February 2018.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
TOWN OF ASHLAND CITY**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Town of Ashland City, hereinafter referred to as the "Contractor," is for the issuance of state electrical and/or building permits, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID #

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Before issuing any electrical or building permits, the Contractor shall provide, on a declaration form provided by the State, the amount the Contractor will charge for its issuing agent fee, as permitted by Tenn. Comp. R. & Regs. 0780-02-01 and/or Tenn. Comp. R. & Regs. 0780-02-23. Changes to the issuing agent fee shall be made in writing, on the appropriate form; submitted; and approved by the State prior to the issuing agent fee change.
- A.3. The Contractor shall collect a permit fee for each electrical and/or building permit issued at the amount set by corresponding Tenn. Comp. R. & Regs. 0780-02-01 and Tenn. Comp. R. & Regs. 0780-02-23.
- A.4. The Contractor acknowledges that all fees (both permit and issuing agent fees) collected from the sale of electrical and/or building permits are State funds and shall be remitted in whole to the State. The State shall reimburse the issuing agent fee to the Contractor once the State confirms all monthly funds have been collected by the State. The Contractor shall receive, make proper disposition, and account for all monies collected for electrical and/or building permits issued as follows:
- a. The Contractor shall manually enter the appropriate payment information (check, credit/debit card, or cash) directly into the online portal provided by the State.

If fees are paid in cash by the applicant, the State will send an invoice to the Contractor at the end of the month noting the amount of funds that are due to the State. Contractor shall send the invoiced State funds (both permit fee and issuing agent fee) to the State. The State will reimburse the Contractor's issuing agent fee.
 - b. If the Contractor does not have internet capabilities, the Contractor shall obtain written approval from the Director of Permits and Licensing to issue electrical and/or building permits. Contractor shall be responsible for collecting all State funds (both permit fee and issuing agent fee). The Contractor shall send all State funds to the address provided on the written approval monthly. Once all State funds are received, the State will reimburse the Contractor's issuing agent fee.
 - c. The Contractor shall not store, save, or keep an applicant's payment information. All payment information shall be immediately entered into the online portal. The Contractor agrees and understands that storing, saving, or keeping an applicant's payment information shall constitute grounds for immediate termination of this Contract.
 - d. The Contractor shall not issue refunds on electrical and/or building permits. If a refund is requested, the Contractor shall direct the applicant to contact the State directly.
- A.5. Upon receipt of the appropriate permit and issuing agent fees, the Contractor shall issue electrical and/or building permits to qualified individuals as determined in Tenn. Comp. R. & Regs. 0780-02-01 and 0780-02-23.

- A.6. Upon termination of the Contract, or amendment to the Contract terminating a specific issuing agent location, the Contractor shall immediately return all State materials entrusted to the location by the State, including but not limited to, any outstanding State funds.
- A.7. The Contractor agrees to maintain compliance with the following standards:
- a. The Contractor's place of business is located in Tennessee or a state contiguous to Tennessee, so that services provided hereunder are made available to citizens of Tennessee;
 - b. The Contractor, and its designated employee(s), are not a convicted felon;
 - c. The Contractor, and its designated employee(s), are at least 18 years of age; and
 - d. In accordance with Tenn. Comp. R. & Regs. 0780-02-01 and 0780-02-23, the Contractor, and its designated employee(s), are not related by blood or marriage, or financially associated with, any official of the Department of Commerce and Insurance.
- A.8. For an Electrical Permit Issuing Agent, the Contractor agrees by signing the Contract that the Contractor is not an electrical inspector employed by Federal, State, or Local Government; or private industry; or an immediate family member of an electrical inspector.
- A.9. For a Building Permit Issuing Agent, the Contractor agrees by signing the Contract, that the Contractor is not a State Deputy Building Inspector or an immediate family member of a State Deputy Building Inspector.
- A.10. The Contractor may issue electrical and/or building permits from the following location(s):
- City Hall
101 Court Street
Ashland City, Tennessee 37015
- A.11. Contractor shall possess and maintain internet service and a computer or tablet with internet browser capabilities, or other similar technology approved by the Department, which allows for accessing the State's online portal. Contractor shall also possess and maintain equipment and materials to print permits or send permits via electronic mail.
- If Contractor does not have access to internet capabilities, it shall obtain the appropriate approvals as set forth by Section A.4.b.
- A.12. Contractor is responsible for providing its own legal representation in all legal matters. The Department does not represent the Contractor. If the Contractor becomes a party to a suit, relative to the services included in this Contract, it shall notify the Department within fourteen (14) calendar days of notification of the suit.

B. TERM OF CONTRACT:

This Contract shall be effective for the period beginning on January 1, 2020, ("Effective Date") and ending on December 31, 2024 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Estimated Liability. The total purchase of any goods or services under the Contract is unknown. The State estimates the purchases during the Term shall be Thirty-Two Thousand Dollars (\$32,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract.
- C.2. Compensation Firm. The payment rates and the estimated liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. Upon receipt by the State of the permit fee(s) and issuing agent fee(s), the State shall reimburse the Contractor's issuing agent fee on a monthly basis. This issuing agent fee is set by the declaratory form provided to the State by the Contractor, as set forth in Section A.2. Issuing agent fees shall not exceed the payment methodology for goods or services authorized by the State, as set forth below:
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be reimbursed based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Issuing Agent Fee for Electrical Permits	Up to \$ 5.00 per permit
Issuing Agent Fee for Building Permits	\$ 15.00 per permit

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The State shall invoice Contractor for permit and issuing agent fees paid in cash to the Contractor and for the amount stipulated in section C.3., above. Invoices shall be presented monthly to:
- Kellie Reed, City Recorder
Town of Ashland City
P.O. Box 36
101 Court Street
Ashland City, Tennessee 37015
kreed@ashlandcitytn.gov
Telephone: (615) 792-4211
- C.6. Payment. A payment by the State shall not prejudice the State's right to object to or question any payment or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount reimbursed.
- C.7. Retention of Reimbursement. The monthly reimbursement of issuing agent fees may be withheld by the State until all State funds (permit and issuing agent fees) have been remitted under this Contract. Once all State funds have been received by the State, the State shall release reimbursement to the Contractor.
- C.8. Prerequisite Documentation. The State shall not reimburse the Contractor under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor 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 Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and

regulations (depending upon the specifics of this contract, said 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said 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 Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this 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 Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee 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.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 *et. seq.*, addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury,

that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

- D.22. 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 Contractor by the State or acquired by the Contractor 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 Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor 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. Contractor 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 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 Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this 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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Michael Morelli, Director of Permits and Licensing
 Department of Commerce and Insurance
 Davy Crockett Tower
 500 James Robertson Parkway
 Nashville, Tennessee 37243
 Michael.Morelli@tn.gov
 Telephone: (615) 741-7170
 FAX: (615) 253-4895

The Contractor:

Kellie Reed, City Recorder
 Town of Ashland City
 P.O. Box 36
 101 Court Street
 Ashland City, Tennessee 37015
 kreed@ashlandcitytn.gov
 Telephone: (615) 792-4211

Rebecca Cohen, Office Clerk
 Town of Ashland City
 P.O. Box 36
 101 Court Street
 Ashland City, Tennessee 37015
 rcohen@ashlandcitytn.gov
 Telephone: (615) 792-4211

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor 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.

- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- E.6. Debarment and Suspension. The Contractor 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 Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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, disqualified, or presently fall under any of the prohibitions of sections a. - d.

- E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this

Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, INTERIM COMMISSIONER

DATE

QUALIFICATIONS EVIDENCE GUIDE

The offer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references).

In addition to the items below, the State will review each offer for compliance with all solicitation requirements, including but not limited to:

- The Offer must be delivered to the State no later than the Offer Deadline.
- The *Qualifications Evidence* must be submitted as required.
- The offer must NOT contain any qualification, limitation, or other restrictions.

<u>Reference</u>	<u>Item</u>	<u>Signature</u> – By signing in this column, the Offeror is indicating affirmatively to the respective Item or acknowledging that required information has been attached or otherwise included
A.1.	<p>Offeror Legal Entity Name:</p> <p>_____</p> <p>Name of Contact person:</p> <p>_____</p> <p>E-mail Address:</p> <p>_____</p> <p>Mailing Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Telephone Number:</p> <p>_____</p>	<p>Signature: _____</p>
A.2.	<p>The Offeror has included Solicitation Attachment B, <i>Statement of Certifications and Assurances</i> completed and signed by an individual empowered to bind the Offeror to the provisions of this solicitation and any resulting contract. The document must be signed without exception or qualification.</p>	<p>Signature: _____</p>

<p>A.3.</p>	<p>Neither the Offeror nor any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee, relation by blood or marriage, or financially associated with any official of the Department of Commerce and Insurance). If there is a possible conflict of interest, an explanation has been included below. <i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to reject any offer or cancel any award.</i></p>	<p>Signature: _____</p>
<p>Explanation:</p>		
<p>A.4.</p>	<p>Neither the Offeror nor, to the Offeror's knowledge, any of the Offeror's employees, agents to provide work on a contract pursuant to this solicitation, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If there has been any such conviction or plea, an explanation has been included below. <i>Any issues relating to such a matter shall be solely within the discretion of the State, and the State reserves the right to reject any offer or cancel any award.</i></p>	<p>Signature: _____</p>
<p>Explanation:</p>		
<p>A.5.</p>	<p>There is not any material, pending litigation that the Offeror should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this solicitation or is likely to have a material adverse effect on the Offeror's financial condition. If such exists, list each separately below, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Offeror's performance in a contract pursuant to this solicitation. <i>Any issues relating to such a matter shall be solely within the discretion of the State, and the State reserves the right to reject any offer or cancel any award.</i></p>	<p>Signature: _____</p>
<p>Explanation:</p>		

<p>A.6.</p>	<p>The Offeror's place of business is located in Tennessee or a state contiguous to Tennessee so that services provided hereunder are made available to citizens of the State of Tennessee;</p>	<p><i>Signature:</i> _____</p>
<p>A.7.</p>	<p>The Offeror nor, to the Offeror's knowledge, any of the Offeror's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this solicitation, are at least 18 years of age.</p>	<p><i>Signature:</i> _____</p>
<p>A.8.</p>	<p>Upon receipt of the appropriate fee, the Procuring Party shall issue electrical and/or building permits to qualified individuals as set forth in Tenn. Comp. R. & Regs. 0780-02-01 and 0780-02-23.</p>	<p><i>Signature:</i> _____</p>
<p>A.9.</p>	<p>The Procuring Party shall receive, make proper disposition, and account for all monies collected for electrical and/or building permits issued as directed by the State.</p>	<p><i>Signature:</i> _____</p>
<p>A.10.</p>	<p>The Procuring Party acknowledges that all fees collected from the sale of the permits, except additional agent fees for electrical permits and building permits, are State funds and, until remittance, shall be held in trust for the State.</p>	<p><i>Signature:</i> _____</p>
	<p><i>Explanation:</i></p>	
<p>A.11.</p>	<p>The Offeror has and will maintain a telephone with the capability for voice mail, and an email for the purpose of data transmission.</p>	<p><i>Signature:</i> _____</p>
<p>A.12</p>	<p>For an Electrical and/or Building Permit Issuing Agent, the Procuring Party agrees by signing the contract that the Procuring Party is not an electrical/building inspector employed by Federal, State, Local Government or private industry, or an immediate family member of an electrical/building inspector.</p>	

STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual legally empowered to contractually bind the Offeror must complete and sign the *Statement of Certifications and Assurances* below as required, and this signed statement must be included with the offer as required by the Solicitation Attachment A.

The Offeror does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Offeror will comply with all of the provisions and requirements of the solicitation.
2. The Offeror will provide, for the total contract period, all services defined in the Scope of Services specified by the *Pro Forma Contract* attached to the solicitation.
3. The Offeror accepts and agrees, without qualification, to all terms and conditions set out by the *Pro Forma Contract* attached to the solicitation.
4. The Offeror acknowledges and agrees that a contract resulting from the solicitation shall incorporate, by reference, the offer in response to the solicitation as a part of the contract.
5. The Offeror will comply, as applicable, with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the offer in response to the solicitation is accurate.
7. The offer submitted in response to the solicitation was independently prepared, without collusion, under penalty of perjury.
8. No 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 Offeror in connection with the solicitation or any resulting contract.

By signature below, the signatory certifies legal authority to bind the proposing entity to the provisions of this solicitation and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to legally bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE INDIVIDUAL OR ENTITY MAKING AN OFFER IN RESPONSE TO THE SUBJECT SOLICITATION

SIGNATURE & DATE:

PRINTED NAME & TITLE:

LEGAL ENTITY NAME:

FEIN or SSN:



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
CONTRACT INSPECTION SERVICES SECTION
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
Phone (615) 741-7170
Fax (615) 253-4895

**APPLICATION
FOR
ELECTRICAL PERMIT ISSUE AGENT**

Name: (Company/Organization Name if Applicable) _____

Type of Business/Organization (if applicable)

Mail Address:

Phone Number

Business Address: (Address where Permits will be issued)

Email Address:

TN Sales Tax Number

Federal ID Number

Social Security Number (Required if Individual) _____

IN 1584 page 1 of 2 RDA 2225

The potential issue agent certifies by signing this application that:

- the potential issue agent's place of business is located in Tennessee or a state contiguous to Tennessee in order to provide his or her services to the citizens of the state of Tennessee; and
- the potential issue agent is not a convicted felon; and
- the potential issue agent is not an electrical inspector approved by the state or employed by federal, state, or local government, or private industry; and
- the potential issue agent is at least eighteen (18) years of age; **or**
- the potential issue agent is a governmental entity or an electrical cooperative.

I/We hereby make application to be appointed an Electrical Permit Issue Agent with the State of Tennessee, Department of Commerce and Insurance.

Signature: _____ Date: _____



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
500 JAMES ROBERTSON
PARKWAY NASHVILLE,
TENNESSEE 37243
Phone (615) 741-1270

**APPLICATION
FOR
RESIDENTIAL BUILDING PERMIT ISSUE AGENT**

Name: (Company/Organization Name if Applicable) _____

Type of Business/Organization (if applicable)

Mail Address:

Business Address: (Address where Permits will be issued)

Phone Number

Email Address:

TN Sales Tax Number

Federal ID Number

Social Security Number (Required if Individual) _____

The potential issue agent certifies by signing this application that:

- the potential issue agent's place of business is located in Tennessee or a state contiguous to Tennessee in order to provide his or her services to the citizens of the state of Tennessee; and
- the potential issue agent is not a convicted felon; and
- the potential issue agent is not a state deputy building inspector or an immediate family member of a state deputy building inspector; and
- the potential issue agent is not related to or financially associated with any official of the Tennessee Department of Commerce and Insurance (or has received prior approval of the Department to apply); and
- the potential issue agent is at least eighteen (18) years of age; **or**
- the potential issue agent is a governmental entity or an electrical cooperative.

I/We hereby make application to be appointed an Residential Building Permit Issue Agent with the State of Tennessee, Department of Commerce and Insurance.

Signature: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION 2019-

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE TO PARTICIPATE IN THE DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ALTERNATIVES GRANT PROGRAM

WHEREAS, the Department of Tourist Development will reimburse for projects relating to transportation alternatives; and

WHEREAS, the Town would like to submit the grant application totaling approximately \$650,000 for the extension of the trail on Tennessee Waltz Parkway to Chapmansboro Road Crossing; and,

WHEREAS, the Town agrees to match funds for this grant being 20% of the purchase amounts up to \$130,000; and,

WHEREAS, the Town of Ashland City now seeks to participate in this grant program for the extension of the trail.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE the following:

SECTION 1: That the Town of Ashland City is hereby authorized to submit application for "*Transportation Alternatives Program*" reimbursement grant through the Department of Transportation.

SECTION 2: That the Town of Ashland City further authorizes Brian Stinson to work with the RPO Coordinator for the area in order to apply for and manage this grant application.

We, the undersigned City Council members, meeting in Regular Session on this 8th day of October, 2019 move the adoption of the above Resolution.

Councilmember _____ moved to adopt the Resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____

Voting Against _____

Attest:

Steve Allen, Mayor

City Recorder Kellie Reed, CMC, CMFO



2020 TRANSPORTATION ALTERNATIVES APPLICATION



Wolf River Greenway
Germantown, Shelby County

*Example of Eligible Transportation Alternatives Program Activity One (1):
Bicycle and Pedestrian Facilities*

**Deadline for 2020 submittals:
October 3, 2019 @ 3:00PM (Central)**

Submit applications electronically via tdot.enhancements@tn.gov

TDOT – Transportation Alternatives Office
Suite 600 James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0341
Phone: 615-741-5314

2020 Transportation Alternatives Updates

1. A Local Agency shall use TDOT's prequalified consultants for every phase and follow TDOT's approved Local Version of TDOT Consultant Selection Policy [Form 1-2](#). In addition, a consultant advertisement template, [Form 1-3](#) must be reviewed by the TAP Office prior to any solicitation.
2. A Local Agency has the option to use a TDOT On-Call Consultant for any or all phases of project development. For additional information regarding this option please contact TDOT.Enhancements@tn.gov
3. 2020 Transportation Alternatives Program (TAP) awards must be authorized for construction on or before July 1, 2023 or the funds will be withdrawn. No contract extensions can be provided by TDOT to secure the funding.
4. All TAP projects, regardless of scope or complexity, must be designed per TDOT Standards for Roadway Design and Bridge Construction and be submitted in the required TDOT format, and all detectable warning systems/truncated domes must be universal safety yellow only.
5. All bicycle & pedestrian facilities must be hard-surfaced, ADA compliant and provide adequate linear connectivity to existing facilities. Funding may not be used for spot improvements, repairs or maintenance. All sidewalks must be a minimum of 5-feet wide and shared use facilities must be a minimum of 10-feet wide.
6. Newly constructed and altered facilities covered by Titles II and III of the ADA, including all TAP-type projects, must be readily accessible to and usable by people with disabilities per the Public Rights-of-Way Accessibility Guidelines (PROWAG).
7. The 20% minimum non-federal share of the proposed project must be provided as a hard cash match. All right-of-way expenditures are solely the responsibility of the local agency.
8. Prior to submitting a 2020 application, all applicants must hold a design public involvement meeting to notify the local community of the intended project scope. The date(s) and time(s) of public meetings that were held as well as the sign-in sheet, the record of all public comments received and the disposition of said comments must be included with the completed application.
9. If the proposed application is selected for project funding, only the specific description and approved budget items will be eligible for construction. TAP funding cannot be transferred nor is it eligible for major project scope changes. All unused federal funds will revert to TDOT for re-distribution in the next funding cycle.
10. Applications and proposed design plans selected for award have not been fully vetted, reviewed or approved by TDOT and may require further modification.

Please access <http://www.tn.gov/tdot/local-programs> for *The Local Government Guidelines for the Management of Federal and State Funded Transportation Projects* manual, which provides State and Local Agencies with the procedures that are required by law, regulation, rule, policy and standards for the use of Federal Highway Administration (FHWA) transportation projects.



Project Title: Bicentennial Trail Extension	
Physical Project Address including 9-digit zip (not the address of applicant): 177 Chapsmanboro Rd, Ashland City 37015	
Project County: Cheatham	Applicant Population: 4,695
Application Priority Ranking: N/A	

Is this a resubmittal of a previously non-awarded application? No
 Provide the year of last submittal: N/A

Is the applicant within a Metropolitan Area with a population over 50,000? No
 If yes, please provide the MPO name: Choose One
 Is the project within the MPO Urban Boundary? No

1. Total Construction Cost (100%): (excluding preliminary engineering/design and right-of-way expenses)	\$444,341.05
2. Federal Construction Funds Requested (maximum 80%): (excluding NEPA, design and right-of-way expenses)	\$355,472.84
3. Local Cash Match of Construction Funds: (Minimum 20% of number 1)	\$88,868.21

Name of City/County or State Agency Applicant:
Ashland City

Address: 101 Court Street, PO Box 36 Ashland City, TN 37015

Local Agency Contact and/or Responsible Charge Name, Title, Phone Number and Email Address:
Kellie Reed, Certified Municipal Finance Officer, 615-792-4211, KReed@ashlandcitytn.gov

I hereby certify that, to the best of my knowledge, the information submitted with this application is accurate, all rules and regulations contained in TDOT's **Local Government Guidelines for the Management of Federal and State Funded Transportation Projects** will be followed and that all funds, including the required 20% local cash match, are now available for the completion of the project as described herein.

Signature:  Date 10/7/2019
 City or County Mayor or State Agency Head
 Printed Name and Title of elected official: [Click here to enter text.](#)

SECTION 1: TRANSPORTATION ALTERNATIVES ACTIVITIES

Check all that apply. Explanations of each activity can be found on page 4 of the instruction booklet.

Pedestrian and Bicycle Facilities & Safe Routes for Non-Drivers

- New or reconstructed sidewalks, walkways or curb ramps
- New or reconstructed ADA compliant greenways and off-road trails
- Bike lane striping
- Cycle tracks
- Wide paved shoulders for horse and buggy use
- Bike parking and bus racks
- Bike and pedestrian bridges and underpasses

Conversion of Abandoned Railway Corridors to Trails

- Construction of shared use trails within railroad rights-of-way
- Construction of rails-with-trails projects
- Bike parking

Scenic Turnouts and Overlooks

- Construction of scenic turnouts, overlooks and viewing areas

Historic Preservation & Rehabilitation of Historic Transportation Facilities

- Preservation of historic transportation buildings and facades
- Restoration of historic buildings for transportation-related purposes
- Access improvements to historic sites
- Restoration of railroad depots and bus stations
- Rehabilitation of rail trestles, tunnels and bridges

Archaeological Activities

- Projects related to impacts from implementation of current highway construction projects

SECTION 2: PROJECT DESCRIPTION INCLUDING PURPOSE AND NEED

PROJECT DESCRIPTION: The proposed Bicentennial Trail Extension Project will extend the current Bicentennial Trail and allow for safe pedestrian crossing over Chapsmanboro Road. The trail extension will convert 2200-feet of rail bed to a hard surfaced 10-foot ADA compliant pedestrian use only path that will provide linear connectivity to the existing trail via pedestrian bridge crossing Chapsmanboro Road. The remainder of the proposed trail from the pedestrian bridge to the existing trail will adhere to TDOT design standards allowing for adequate separation of pedestrian facilities from vehicular traffic along Chapsmanboro Road. The project would begin at the Northern end of TN-455/TN Waltz Parkway, continue along an existing rail bed over Chapsmanboro Road via pedestrian bridge, and connecting to the existing Bicentennial Trail.

Include project name, project location, and scope of work. The project location should run from west to east or south to north and must include State and Federal routes as well as local road names. You must include a color-coded map that clearly delineates the project (with road names, a north arrow and the project location highlighted) and any photographs, drawings and applicable preliminary sketches. You must also provide a photograph of the beginning and ending termini if you are submitting for an Activity 1 or Activity 2 project. Please do not submit any documents larger than 8.5" x 11".

If this is a bike/pedestrian facility, you must provide distinct and connecting termini (logical destination points such as federal/county/city offices, historic sites, schools, libraries, vehicular trailheads, etc.). **Future unbuilt phases do not qualify as eligible destination points.** Note that inadequate connectivity may affect the projected costs for construction.

Five-foot wide sidewalks are for pedestrian use only. Shared use facilities must accommodate both pedestrian and bicycle traffic at a minimum of 10-feet wide. Connecting facilities, both proposed and existing, must accommodate both modes of transportation if applicable or connect to an approved trailhead (with adequate ADA parking) or terminate at an eligible destination point. All bicycle and pedestrian facilities must be ADA compliant and provide adequate linear connectivity to accessible facilities. Pedestrians cannot utilize bike lanes, and all pedestrian facilities must provide protection from vehicular traffic based on TDOT Design Standards.

Funding may not be used for spot improvements, repairs or maintenance, and all new construction for shared use facilities must be a minimum of 10-feet wide even if connecting to an existing smaller width facility. Address any questions concerning connectivity to the TAP Office at TDOT.Enhancements@tn.gov.

PURPOSE AND NEED:

FHWA requires a clear statement of identified objectives for improving alternative transportation conditions.

Connectivity: Provide a brief description of how the proposed project will increase connectivity among a mixture of land uses and activity centers such as transit, residential neighborhoods, low-income housing, medical facilities, schools, retail, parks, employment centers, etc. The proposed project will convert 2200-feet of existing rail bed and connect to the Bicentennial Trail.

Social and Economic Impact: How will this project serve economically disadvantaged populations or aid economic development in the community? The extension of the trail will be accessible to residents and visitors that frequent the trail for exercise, leisure, and participants of the Riverbluff Trail triathlon. The trail is also utilized by Austin Pea for Herpetology classes in addition to the triathlon and residents for exercise. Ashland City has partnered with Friends of the Trail in planning efforts to extend the trail in the hopes that they will be able to host an annual marathon in addition to their triathlon.

Safety: Provide a brief description of how the proposed project will improve safety for pedestrians, bicyclists, and other transportation users. The rail bed portion of the trail is currently being utilized by residents and by participants of the Riverbluff Triathlon. This is not technically an existing pedestrian facility but it is being used as one. The proposed project would allow safe pedestrian crossing and the trail to be ADA compliant.

SECTION 3: PROJECT BUDGET

Pending applications will not be selected for funding until the fall of the following year with most projects not proceeding to construction for an additional two or three years: please adjust your budget accordingly and verify your calculations.

The source of the matching funds that will be provided by the Local Agency cannot be from another FHWA surface transportation source. All cost overruns in excess of the awarded funding amount are the responsibility of the local agency. The minimum 20% non-federal share of the proposed project must be provided as a hard cash match.

All projects must be competitively bid and no additive alternates or deductions will be allowed in the final construction cost estimate or bid documents.

Standardized budget templates are located on the TAP website. Line items can be added or deleted as needed for any stage utilizing TDOT line item numbers when available; however, the TAP budget template **must** be used. Note: the structural template tab is for **Historic Preservation and Rehabilitation of Historic Transportation Facilities** only.

Access TDOT Line Item Numbers at <https://www.tdot.tn.gov/APPLICATIONS/RoadwayItems>

SECTION 4: INVESTMENT OF PUBLIC FUNDS

The project being developed must be maintained by the applicant and remain open to the public for a sufficient time commensurate with the federal investment as shown below:

Federal Amount	Lease
\$1.00 - \$199,999	5 years from Federal close-out date
>\$200,000 - \$499,999	10 years from Federal close-out date
>\$500,000 - \$1,000,000	20 years from Federal close-out date

Projects over \$1,000,000 carry a minimum 25 year lease and will be subject to individual review. Please note that the federal investment period begins once FHWA completes the final voucher for the project.

SECTION 5: SUPPORT AND PUBLIC INVOLVEMENT

Prior to submitting an application, all applicants must hold a design public involvement meeting to notify the local community of the proposed project scope. In addition, correspondence must be sent to the appropriate (MPO/TPO or Rural Planning Organization (RPO) describing the proposed activity and inviting input regarding the project. The date(s) and time(s) of public meetings that were held as well as the sign-in sheet, the record of all public comments received and the disposition of said comments must be included with the completed application.

Please provide all the legislative district numbers and legislator names that correspond to the proposed project location, NOT the address of the applicant

Senate District(s) No. 25 Legislator(s): Senator Kerry Roberts

House District(s) No. 78 Legislator(s): Representative Mary Littleton

U.S. Congressional Representative District(s) No. 5 Legislator(s): U.S. Congressman Jim Cooper

SECTION 6: RIGHT-OF-WAY IMPACT

Is all land necessary for the project publically owned or leased? Yes	
Is the project along or adjacent to a State or Federal Highway?	No
Is any part of the project to be constructed inside State or Federal highway right-of-way?	No
Will the project impact an existing or eligible National Register Historic Site or District?	No
Does the project include a pedestrian/bike bridge or tunnel or impact an existing TDOT structure?	No
Will any part of your project (including parallel pedestrian facilities) impact a rail or trolley line?	No

TDOT will accept applications electronically via tdot.enhancements@tn.gov. The electronic submission must still include the scanned signature of the applicable Mayor or State Agency Head as well as all necessary detailed maps, photographs, preliminary sketches and support letters. **Please note that only PDF documents will be accepted for electronic submissions with a limit of only one application submittal per email.**

All applications must include the County, Applicant and Project Title in the subject line. Limit one application per email. If more than one email is necessary per application submittal, you must label each email accordingly, e.g. County, Applicant, Title of Project, Part 1 of 2. NOTE: TDOT's mailbox limit is 15MB per email.



TDOT - Transportation Alternatives Office

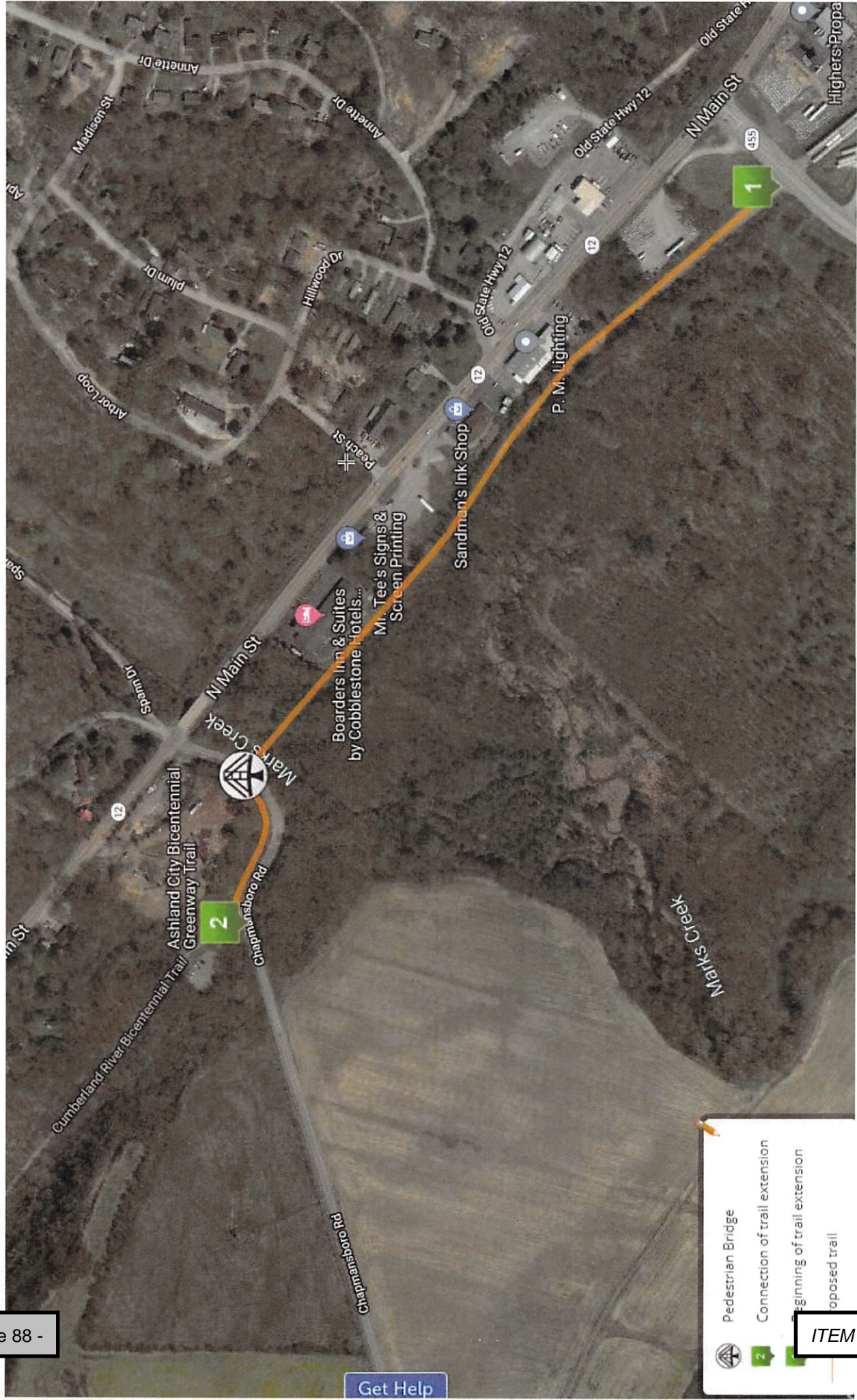
Suite 600 James K. Polk Building

505 Deaderick Street

Nashville, Tennessee 37243-0341

Phone: 615-741-5314 Fax: 615-741-9673

<https://www.tn.gov/tdot/program-development-and-administration-home/local-programs/tap.html>



SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Parks & Recreation

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05

Item: 2005 Dodge Pickup Truck

Description: White, 2 Door, 2 Wheel Drive, RAM 1500
115,325 Miles

VIN
Serial Number 1D7HA16K85J553601

Age: 14 years Asset Number: 5189

Estimated Remaining Useful Life (Years): 1 year

Purchase Price: \$4975.00 Current Estimated Value: \$3,000.00
bought used 5-12-09

Reason for making the nomination: Vehicle is being replaced by a new vehicle. This is now an extra vehicle.

Signature: Scott G. Sampson

Date: Sept 19, 2019

SURPLUS PROPERTY NOMINATION FORM

TOWN OF ASHLAND CITY, TENNESSEE



Department: Police

The following items are hereby nominated for designation as surplus city property pursuant to Resolution 2018-05.

Item: Harley Davidson Police motorcycle

Description: 2009 Harley Davidson Electra glide
Police motorcycle

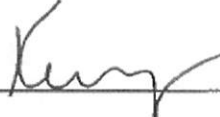
Serial Number: 1HD1FMM1894677629

Age: 10 yrs Asset Number: 0528

Estimated Remaining Useful Life (Years): 10 years

Purchase Price: \$22,141.61 Current Estimated Value: 8,000⁰⁰

Reason for making the nomination: Not in use

Signature: 

Date: 9-27-19