

**ORDINANCE 2023-12**

**AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE TO INCREASE THE  
COMPETITIVE BID REQUIREMENT TO \$25,000**

**WHEREAS**, Tennessee Code Annotated. Title 6, Chapter 56, Part 3 Municipal Purchasing Law of 1983 authorizes municipalities to establish competitive bidding thresholds; and

**WHEREAS**, Tennessee Code Annotated authorizes municipalities established under a city manager – commission charter to set by ordinance a minimum bid threshold not to exceed twenty-five thousand dollars (\$25,000); and

**WHEREAS**, Tennessee Code Annotated §12-3-1212 increases the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount of twenty-five thousand dollars (\$25,000) for nonemergency, nonproprietary purchases in municipalities that have non-centralized purchasing authority; and

**WHEREAS**, Tennessee Code Annotated §12-3-1212 requires at least three (3) written quotations be required whenever possible for purchases costing less than the bid threshold established for public advertisement and sealed competitive bids or proposals but more than forty percent (40%) of such bid threshold or some lower amount as may be established by the governing body in the ordinance; and

**WHEREAS**, the City of Fairview recognizes the need to increase the competitive bidding threshold to \$25,000.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS**, that the following is hereby adopted:

1. AMEND Title 5, Chapter 1, Section 5-101 of the City of Fairview’s municipal code as follows:

**5-101. Restrictions on expenditures by city manager.** The city manager is hereby authorized to expend a maximum amount of twenty-five thousand dollars (\$25,000) for materials, supplies, and equipment for the proper conduct of the city’s business without the specific authorization of the board of commissioners.

Any expenditure by the city manager in excess of twenty-five thousand dollars (\$25,000) in any one single transaction shall only be made upon the specific authorization of the board of commissioners.

2. AMEND Title 5, Chapter 1, Section 5-104 of the City of Fairview's municipal code as follows:

**5-104. Competitive bidding; when required; procedure.**

- (1) No purchase or contract shall be executed on behalf of the City of Fairview, Tennessee, wherein the aggregate amount of the purchase or contract exceeds twenty-five thousand dollars (\$25,000), except upon advertisement for bids.
- (2) Notwithstanding the provisions of § 5-104(1), advertisement for bids shall not be required when the purchase or contract to be executed on behalf of the City of Fairview, Tennessee (regardless of the amount of the contract) is exempt or may be exempt from the requirement for bids under the following statutes of the State of Tennessee.
  - a) Tenn. Code Ann. § 6-19-104 and its successors.
  - b) Tenn. Code Ann. § 6-56-302 and its successors.
  - c) Tenn. Code Ann. § 6-56-304 and its successors.
  - d) Tenn. Code Ann. § 12-3-1212 and its successors.
- (3) At least three (3) written quotations are required when possible, for purchases costing less than the bid threshold established under subsection 5-104(1), but more than ten thousand dollars (\$10,000).
- (4) The advertisement for bids shall be published in a newspaper of general circulation in the City of Fairview, Tennessee. It shall set forth the nature of the purchase or contract, the location of the plans and specifications, if any, and the date, time, and place the bids will be received and opened.
- (5) The purchase shall be made from, or the contract shall be awarded to, the lowest and best bidder; provided that the city commission, for good cause shown, may reject any and all bids.

**This ordinance shall become effective upon final passage, the public welfare requiring it.**

Approved by the Board of Commissioners:

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Lisa Anderson, Mayor

ATTEST:

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Rachel Jones, City Recorder

LEGAL FORM APPROVED:

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Patrick M. Carter, City Attorney

Passed 1<sup>st</sup> Reading: [December 21, 2023](#)

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

**ORDINANCE 2023-13**

**AN ORDINANCE TO AMEND TITLE 12 OF THE CITY OF FAIRVIEW MUNICIPAL CODE, SPECIFICALLY, SECTIONS RELATED TO THE CITY’S FEE STRUCTURE FOR PERMITS AND FEES RELATED TO SINGLE FAMILY DETACHED AND DUPLEX RESIDENTIAL BUILDING PERMITS.**

**WHEREAS**, the City of Fairview, Tennessee, desires to revise its current ordinances regarding building permits and related fees, and

**WHEREAS**, in order to effectively incorporate a revised building permits fees structure Title 12 of the city’s municipal code must be amended, and

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

**BE IT ORDAINED**, that Title 12, Chapter 1, Section 12.105, is hereby modified and shall read as follows:

12.105. Applications and Permits Fee Structure.

(1) Single family detached residential and duplex residential new construction building permits.

\$1.85 per square foot under roof including storage areas accessible by permanent stairways/ doorways (revenue to be allocated 42% to general fund, 42% to facilities fund and 16% to a parks and recreation fund)

Approved by the Board of Commissioners:

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney

Passed 1<sup>st</sup> Reading: [December 21, 2023](#)

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

**RESOLUTION 01-24**

**A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS TO NAME AN ENGINEERING FIRM FOR PROFESSIONAL SERVICES RELATED TO ARPA FUNDS**

**WHEREAS**, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 into law; and

**WHEREAS**, the American Rescue Plan Act of 2021 (“American Rescue Plan Act”) established the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) to provide governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery; and

**WHEREAS**, the City of Fairview has received approximately 2.7 million in ARPA funds; and

**WHEREAS**, city staff recommends naming Civil & Environmental Consultants, Inc. (CEC) for the city’s on-call Engineering Services for ARPA Funds.

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and Board of Commissioners, do hereby name Civil & Environmental Consultants, Inc. (CEC) as the consultant for the city’s on-call Professional Services for Engineering Services in connection with ARPA Funds.

Passed and adopted this 4<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney

December 15, 2023

Mr. Tom Daugherty  
City Manager  
City of Fairview  
7100 City Center Way  
Fairview, TN 37062

*Delivered via electronic mail to: [tdaugherty@fairview-tn.org](mailto:tdaugherty@fairview-tn.org)*

Dear Mr. Daugherty:

Subject: Professional Services Proposal for American Rescue Plan Act (ARPA)  
Engineering Services  
CEC Project 336-896

Civil & Environmental Consultants, Inc. (CEC) is pleased to present this proposal for on-call Professional Services for Engineering Services in connection with the City of Fairview's (City) Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (ARPA). These services will be determined by the City and provided on an as-needed basis. This proposal is being provided in response to our phone conversation on December 6, 2023.

## **1.0 SCOPE OF SERVICES**

At this time, the full scope of services is unknown; therefore, CEC proposes to perform work as directed by the City on a time and materials basis. A selection of anticipated services based on our conversation with the City are presented below:

- Grant Administration
- Due Diligence
- Engineering Reports, Specifications and Bid Documents
- Construction Administration

CEC will prepare task order requests with scope of services and estimated budgets. The first one will be an on-call task order for grant administration support. The scope of subsequent task order requests will be determined based on the City's requests.

## **2.0 ESTIMATED FEE**

Invoicing of professional services will be on a time and materials basis in accordance with the attached fee schedule. A Technology and Office Service Fee, equivalent to 3% of professional fees, will be

added to each invoice for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable expenses, including subcontracted services will be invoiced at cost, plus a 10 percent administrative fee. CEC will begin services for an Estimated Fee of **\$250,000**. CEC will notify the City when less than 10 percent of the estimated fee is remaining to request a continuation of services if determined necessary by the City.

Our Schedule of Terms and Conditions, which apply to the proposed work, is attached. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions.

### 3.0 SCHEDULE

CEC will schedule a kick-off meeting with the City within one month of authorization to proceed. A schedule for grant administration tasks will be provided following the kick-off meeting. Schedules for subsequent task orders will be provided when the task order(s) is prepared.

### 4.0 CLOSING

CEC appreciates the opportunity to present this proposal for your review and acceptance. We look forward to continuing to work with the City. Should you have any questions, please contact me at 615-333-7797, or by email at [jwolf@cecinc.com](mailto:jwolf@cecinc.com).

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Janette L. Wolf, P.E., CPESC, CPSWQ, CESSWI  
Principal



Steven E. Casey, P.E., CPESC  
Vice President

Enclosures: 2024 Municipal Fee Schedule  
Schedule of Terms and Conditions

Proposal approved by \_\_\_\_\_ Date \_\_\_\_\_



# Municipal Services Fee Schedule

January 1, 2024 through December 31, 2024

## **PROFESSIONAL SERVICES**

<b>Classification</b>	<b>Rate/Hour</b>
Senior Principal.....	\$270
Principal.....	\$245
Senior Project Manager .....	\$230
Project Manager III .....	\$214
Project Manager II .....	\$194
Project Manager I .....	\$163
Assistant Project Manager .....	\$143
Project Consultant / Geologist / Ecologist / Environmental Scientist .....	\$132
Staff Consultant / Geologist / Ecologist / Environmental Scientist.....	\$121
CAD Designer .....	\$148
Draftsperson / CADD Operator.....	\$ 87
Senior Field Technician.....	\$109
Environmental Technician / Intern.....	\$ 65
Senior Land Surveyor.....	\$171
Assistant Project Surveyor.....	\$139
Survey Technician IV .....	\$121
Survey Technician III.....	\$102
Survey Technician II.....	\$ 89
Survey Technician I.....	\$ 78
Administrative Assistant.....	\$ 81
Administrative Manager.....	\$ 96

## **DIRECT EXPENSES**

Automobile Mileage .....	Current IRS Rate
Technology and Office Service Fee.....	3% of professional fees
Survey Equipment Usage.....	\$23/hour
In-House Equipment Usage.....	Per daily rates
Other Travel Related Expenses .....	Cost plus 10%
Printing and Reproduction .....	Cost plus 10%
Telephone and Shipping.....	Cost plus 10%
Miscellaneous Reimbursables .....	Cost plus 10%

## **SUBCONTRACT SERVICES**

Services @ Cost Plus 10%



## 1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL, these TERMS shall take precedence. Acceptance of the AGREEMENT by CLIENT will occur when CLIENT directs CEC, orally or in writing, to commence performance of its services.

## 2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance. CEC provides no warranties or guarantees whether express or implied.

## 3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT. CEC will take reasonable precautions to limit damage to the site, but it is understood by CLIENT that, in the normal course of the services, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

CEC may, but is not required to, undertake an investigation to locate any utilities, structures or materials as CEC deems prudent. Such investigation by CEC shall not impose any additional obligation or liabilities on CEC and CLIENT agrees that such investigation, if undertaken, is for CEC's convenience only.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

## 4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

## 5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies unless agreed to by both parties in writing.

## 6. SAMPLE DISPOSAL

CEC will provide storage for samples collected for sixty (60) days. Further storage or transfer of samples can be made at CLIENT's expense and upon prior written request.

## 7. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractor or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of any construction work as set forth in the PROPOSAL, CEC will report observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction related services. CEC does not have the duty to reject or stop work of CLIENT or its agents unless contractually obligated.

## 8. BILLING AND PAYMENTS

8.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

### Electronic Payment:

PNC Bank, Pittsburgh, PA 15222  
PNC Bank Routing #043000096  
CEC Account #2272405  
SWIFT & BIC Code: PNCCUS33  
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.  
P.O. Box 644246  
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

8.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8.3. Litigation Services: If litigation services are not part of the PROPOSAL to which these TERMS are attached and are requested by CLIENT, the scope and fee schedule for the requested litigation services will be identified in a separate PROPOSAL. CLIENT shall reimburse CEC for costs incurred in responding to subpoenas or other legal requests related to the services provided by CEC under this AGREEMENT.

8.4. Design Build: If CLIENT requests CEC to perform design-build services, such services will be performed in accordance with separate TERMS and a PROPOSAL for such design-build services.

## 9. CHANGES

9.1. Changes: Upon a change in CEC's scope of services or discovery of unforeseen conditions, or any direction or instruction outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change either verbally or in writing amending the AGREEMENT price and schedule.

9.2. Unauthorized Changes: If changes are made in CEC work products by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

## 10. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

## 11. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability Insurance upon CLIENT's written request.

## 12. ALLOCATION OF RISK

12.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

12.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

12.3. Indemnification: CEC shall indemnify and hold harmless CLIENT from and against any and all claims, damages, or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

## 13. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination.

## 14. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS and the AGREEMENT, their interpretation and performance. If any of the provisions contained in these TERMS and the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

## 15. DISPUTE RESOLUTION

15.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

15.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

15.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

15.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

## 16. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

## 17. OWNERSHIP

CEC shall have title to all drawings, specifications or other documents ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CLIENT is granted a limited license to use and reproduce the WORK PRODUCT prepared by CEC for use in the execution of the project(s) under this AGREEMENT. The WORK PRODUCT is not to be used by CLIENT or other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

## 18. FILE RETENTION

Upon conclusion of the project, CEC's file on the project will be closed and may be sent offsite for storage. Unless CLIENT requests a longer retention period in writing, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

## 19. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 11 (Insurance), 12 (Allocation of Risk), 14(Governing Law), and 15 (Dispute Resolution) shall survive termination of the AGREEMENT.

## END OF TERMS

**ORDINANCE NO. 2024-01****AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW,  
TENNESSEE, BUDGET FOR FISCAL YEAR 2023 – 2024 BUDGET**

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

**WHEREAS**, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Budget for Fiscal Year 2023 – 2024 (beginning July 1, 2023, and running through June 30, 2024) should be amended to reflect the final expenditures for the Fiscal Year, and:

**WHEREAS**, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2023 – 2024 budget by passage of Ordinance Number 2023-09 on July 6, 2023, and

**WHEREAS**, pursuant to the Tennessee state Constitution, Article II, Section 24, no public money shall be expended except pursuant to appropriations made by law, and

**WHEREAS**, pursuant to Tennessee Code Annotated § 6-56-209, the Board of Commissioners has the authority to authorize the Finance Director to transfer money from one appropriation to another within the same fund, and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2023-2024 BUDGET AS FOLLOWS:**

Section 1. Ordinance 2023-09 is hereby amended to reflect increased General Fund Revenue and Expenditures of \$533,852, the allocation of \$140,500 of 2021-B Bond funds, and the allocation of \$250,000 of American Rescue Plan funds for a total General Fund allocation of \$924,352.

The State Street Aid fund reflects \$15,000 in expenditure increases and decreases for a \$0.00 Street Aid allocation.

## General Fund

		Debit	Credit
110	31100	\$ 130,352	\$ -
110	31200	\$ 25,000	\$ -
110	31300	\$ 7,500	\$ -
110	31610	\$ 250,000	\$ -
110	31710	\$ 10,000	\$ -
110	31720	\$ 10,000	\$ -
110	31920	\$ 5,000	\$ -
110	33553	\$ 1,000	\$ -
110	33570	\$ 2,000	\$ -
110	34110	\$ 5,000	\$ -
110	34741	\$ 1,000	\$ -
110	35110	\$ 10,000	\$ -
110	36990	\$ 5,000	\$ -
110	36710	\$ 2,000	\$ -
110	36730	\$ 70,000	\$ -
110	11230	\$ 140,500	\$ -
110	41113 258	\$ -	\$ 4,200
110	41114 110	\$ -	\$ 39,006
110	41114 112	\$ -	\$ 5,000
110	41114 119	\$ -	\$ 200
110	41114 128	\$ -	\$ 50
110	41114 141	\$ -	\$ 2,000
110	41114 142	\$ -	\$ 575
110	41114 143	\$ -	\$ 4,500
110	41114 202	\$ -	\$ 3,800
110	41114 220	\$ -	\$ 1,000
110	41114 236	\$ -	\$ 5,000
110	41114 271	\$ -	\$ 1,000
110	41114 275	\$ -	\$ 1,500
110	41114 302	\$ -	\$ 1,000
110	41114 308	\$ -	\$ 2,500
110	41114 317	\$ -	\$ 5,000
110	41114 325	\$ -	\$ 5,000
110	41114 331	\$ -	\$ 3,000
110	41114 525	\$ 15,000	\$ -
110	41114 526	\$ -	\$ 64,000
110	41114 527	\$ -	\$ 5,000
110	41114 964	\$ -	\$ 5,000
110	41210 110	\$ 21,443	\$ -
110	41210 112	\$ -	\$ 500
110	41210 141	\$ 1,300	\$ -
110	41210 142	\$ 300	\$ -
110	41210 143	\$ 8,400	\$ -
110	41210 310	\$ -	\$ 500

110	41210	378	\$	-	\$	500
110	41210	948	\$	-	\$	500
110	41711	110	\$	115,000	\$	-
110	41711	113	\$	-	\$	5,000
110	41711	141	\$	7,550	\$	-
110	41711	142	\$	1,750	\$	-
110	41711	143	\$	16,330	\$	-
110	41711	255	\$	-	\$	50,000
110	41711	299	\$	-	\$	2,000
110	41711	324	\$	-	\$	1,000
110	41711	331	\$	-	\$	1,000
110	42100	110	\$	-	\$	49,645
110	42100	112	\$	-	\$	15,000
110	42100	119	\$	-	\$	600
110	42100	121	\$	-	\$	18,000
110	42100	128	\$	500	\$	-
110	42100	141	\$	-	\$	5,161
110	42100	142	\$	-	\$	1,207
110	42100	143	\$	-	\$	4,624
110	42100	236	\$	-	\$	1,000
110	42100	258	\$	-	\$	4,000
110	42100	261	\$	-	\$	10,000
110	42100	262	\$	-	\$	2,500
110	42100	282	\$	-	\$	3,000
110	42100	283	\$	-	\$	3,000
110	42100	311	\$	-	\$	1,000
110	42100	327	\$	-	\$	3,000
110	42100	331	\$	-	\$	14,000
110	42100	368	\$	-	\$	56,500
110	42100	379	\$	-	\$	2,000
110	42100	387	\$	-	\$	19,750
110	42100	392	\$	-	\$	5,000
110	42100	939	\$	-	\$	16,510
110	42100	944	\$	-	\$	210,000
110	42100	948	\$	-	\$	16,000
110	42100	949	\$	-	\$	47,500
110	42200	119	\$	-	\$	400
110	42200	208	\$	-	\$	18,000
110	42200	262	\$	-	\$	2,000
110	42200	307	\$	-	\$	500
110	42200	331	\$	-	\$	4,000
110	42200	420	\$	-	\$	90,000
110	42200	424	\$	-	\$	3,500
110	42200	442	\$	2,500	\$	-
110	42200	452	\$	-	\$	8,000
110	42200	943	\$	8,000	\$	-
110	42200	950	\$	-	\$	30,000

110	42200	952	\$	-	\$	500
110	43000	110	\$	76,015	\$	-
110	43000	112	\$	-	\$	3,000
110	43000	141	\$	4,372	\$	-
110	43000	142	\$	1,022	\$	-
110	43000	143	\$	12,603	\$	-
110	43000	266	\$	-	\$	2,750
110	43000	308	\$	-	\$	500
110	43000	331	\$	-	\$	3,000
110	43000	455	\$	-	\$	1,300
110	43000	940	\$	-	\$	10,000
110	44700	110	\$	53,684	\$	-
110	44700	113	\$	5,000	\$	-
110	44700	141	\$	3,554	\$	-
110	44700	142	\$	808	\$	-
110	44700	143	\$	7,545	\$	-
110	44700	240	\$	-	\$	4,000
110	44700	299	\$	-	\$	2,000
110	44700	331	\$	-	\$	1,000
110	44700	488	\$	-	\$	60,000
110	44700	495	\$	-	\$	43,000
110	44700	943	\$	-	\$	20,000
110	44700	948	\$	-	\$	1,250
114	11210		\$	250,000	\$	-
114	41711	254	\$	-	\$	250,000
300	42200	420	\$	-	\$	3,000
300	42200	421	\$	3,000	\$	-
300	43000	288	\$	3,000	\$	-
300	44700	266	\$	-	\$	3,000

**Street Aid Fund**

			Debit		Credit	
121	43000	247	\$	-	\$	2,000
121	43000	342	\$	-	\$	5,000
121	43000	931	\$	15,000	\$	-
121	43000	961	\$	-	\$	8,000

Section 2. The Financial Officer is hereby authorized to make said changes in the accounting system.

**BE IT FURTHER ORDAINED**, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction; such holding will not affect any other portion of this Ordinance.

**BE IT FINALLY ORDAINED**, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**Passed First Reading**

\_\_\_\_\_

**Passed Second Reading**

\_\_\_\_\_



**RESOLUTION 02-24**

**A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS TO ADOPT THE PLANNING COMMISSION CALENDAR FOR 2024**

**WHEREAS**, the City of Fairview Municipal Planning Commission meets the second Tuesday of each month; and

**WHEREAS**, the City of Fairview Municipal Planning Commission discussed and approved the Planning Commission Calendar for 2024 at the December 12, 2023, meeting; and

**WHEREAS**, the Planning Commission voted to change the March 2024 and October 2024 meetings to the third Tuesday of those months in accordance with Williamson County School Systems Spring/Fall breaks.

**NOW, THEREFORE, BE IT RESOLVED** the Mayor and Board of Commissioners, of the City of Fairview, Tennessee, do hereby adopt the Planning Commission Calendar for 2024, attached hereto as Exhibit A.

Passed and adopted this 4<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney

<b>PC Meeting Month/ Year</b>	<b>Initial Project Submittal Deadline</b>	<b>Staff Meeting with Applicant</b>	<b>1st Staff Comments</b>	<b>Final Project Submittal</b>	<b>PC Packets</b>	<b>Work Session Dates 6pm</b>	<b>Planning Commission Meeting</b>
<b>January 2024</b>	11/24/2023	12/1/2023	12/15/2023	12/22/2023	1/2/2024	1/9/2024	1/9/2024
<b>February 2024</b>	12/29/2023	1/5/2024	1/19/2024	1/26/2024	2/6/2024	2/13/2024	2/13/2024
<b>March 2024</b>	2/2/2024	2/9/2024	2/23/2024	3/1/2024	3/12/2024	3/19/2024	3/19/2024
<b>April 2024</b>	2/23/2024	3/1/2024	3/15/2024	3/22/2024	4/2/2024	4/9/2024	4/9/2024
<b>May 2024</b>	3/29/2024	4/5/2024	4/19/2024	4/26/2024	5/7/2024	5/14/2024	5/14/2024
<b>June 2024</b>	4/26/2024	5/3/2024	5/17/2024	5/24/2024	6/4/2024	6/11/2024	6/11/2024
<b>July 2024</b>	5/24/2024	5/31/2024	6/14/2024	6/21/2024	7/2/2024	7/9/2024	7/9/2024
<b>August 2024</b>	6/28/2024	7/5/2024	7/19/2024	7/26/2024	8/6/2024	8/13/2024	8/13/2024
<b>September 2024</b>	7/26/2024	8/2/2024	8/16/2024	8/23/2024	9/3/2024	9/10/2024	9/10/2024
<b>October 2024</b>	8/30/2024	9/6/2024	9/20/2024	9/27/2024	10/8/2024	10/15/2024	10/15/2024
<b>November 2024</b>	9/27/2024	10/4/2024	10/18/2024	10/25/2024	11/5/2024	11/12/2024	11/12/2024
<b>December 2024</b>	10/25/2024	11/1/2024	11/15/2024	11/22/2024	12/3/2024	12/10/2024	12/10/2024
<b>January 2025</b>	11/29/2024	12/6/2024	12/20/2024	12/27/2024	1/7/2025	1/14/2025	1/14/2025

BOC DATES 2024
January 4, 2024
January 18, 2024
February 1, 2024
February 15, 2024
February 29, 2024 - Town Hall
March 7, 2024
March 21, 2024
April 4, 2024
April 18, 2024
May 2, 2024
May 16, 2024
May 30, 2024 – Town Hall
June 6, 2024
June 20, 2024
July 4, 2024 Independence Day
July 18, 2024
August 1, 2024
August 15, 2024
August 29, 2024 – Town Hall
September 5, 2024
September 19, 2024
October 3, 2024
October 17, 2024
October 31, 2024 – Town Hall Halloween
November 7, 2024
November 21, 2024
December 5, 2024
December 19, 2024

Spring Break – March 11-15, 2024  
Fall Break – October 7-11, 2024  
Thanksgiving Break – November 25-29, 2024  
Winter Break - December 20, 2024 – January 3, 2025

## Williamson County Schools 2024

Tuesday - Monday ( <b>No School</b> )	December 19 – January 1	Winter Break and New Year's Day ( <b>System Closed</b> )
Tuesday ( <b>No Students</b> )	January 2	<i>District-Wide/Site-Based Professional Development Day</i>
Wednesday	January 3	Students Full Day – Second Semester Begins
Monday ( <b>No School</b> )	January 15	Martin Luther King, Jr. Day ( <b>System Closed</b> )
Friday ( <b>No Students</b> )	February 16	<i>Site-Based Professional Development Day</i>
Monday ( <b>No School</b> )	February 19	Mid-Winter Break Presidents' Day
Friday	March 8	End of Third Quarter Grading Period
Monday – Friday ( <b>No School</b> )	March 11 – 15	Spring Break ( <b>System Closed</b> )
Friday ( <b>No School</b> )	March 29	Spring Holiday ( <b>System Closed</b> )
Thursday ( <b>Students ½ Day</b> )	May 23	Last Day for Students – End of Second Semester
Thursday – Sunday	May 23 – 26	Graduation Window
Friday	May 24	Administrative Day (All Teachers Report)
Monday	May 27	Memorial Day ( <b>System Closed</b> )

## Summer Break

Monday ( <b>Students ½ Day</b> )	August 5	Start of School (1 <sup>st</sup> – 12 <sup>th</sup> Grades)
Tuesday	August 6	First Full Day of School (1 <sup>st</sup> – 12 <sup>th</sup> Grades)
Monday	August 12	First Full Day for Pre-Kindergarten, Early Childhood and Kindergarten Students
Monday ( <b>No School</b> )	September 2	Labor Day ( <b>System Closed</b> )
Tuesday	September 17	Constitution Day Observed (Students in School)
Monday - Friday	September 23 – October 25	Parent Teacher Conference Window*
Friday	October 4	End of First Quarter Grading Period (44 Grading Days)
Monday – Friday ( <b>No School</b> )	October 7 – 11	Fall Break ( <b>System Closed Oct 9-11</b> )
Tuesday ( <b>No Students</b> )	November 5	Election Day
Monday	November 11	Veterans Day (Students in School)
Monday – Friday ( <b>No School</b> )	November 25 – 29	Thanksgiving Holiday ( <b>System Closed</b> )
Thursday ( <b>Students ½ Day</b> )	December 19	End of First Semester (43 Grading Days)
Friday - Friday ( <b>No School</b> )	December 20 – January 3	Winter Break