PUBLIC HEARING

FAIRVIEW CITY HALL

JANUARY 7, 2016

7:00 P.M.

AGENDA

- 1. CALL TO ORDER BY MAYOR CARROLL.
- 2. THE PURPOSE OF THIS PUBLIC HEARING IS FOR CITIZENS COMMENTS ON
 - a. BILL #2015-49, ORDINANCE NO. 914, AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED OFF CUMBERLAND DRIVE, OWNED BY KENNETH B. GREEN, AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 47, PARCEL 66.04 FROM RS-40 TO R-20, PUD
 - 3. ADJOURNMENT.

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



- 1. Call to order by Mayor Carroli A. Prayer and Piedge
- 2. Approval of the Agenda -
- 3. Citizen Comments (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).
- 4. Awards and/or Recognitions -
- 5. Public Announcements -
- 6. Staff Comments -
- 7. Approval of the Minutes (only needed if removed from consent agenda)
- 8. Consent Agenda Consisting of Items as Follows:
 - A. Approval of the Minutes from the December 17, 2015 Public Hearing
 - B. Approval of the Minutes from the December 17, 2015 Board of Commissioners meeting
 - C. Second and Final Reading of Bill #2015-46, Ordinance No. 911, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2015-2016 Budget (GAN Accounting)
 - D. Second and Final Reading of Bill #2015-47, Ordinance No. 912, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2015-2016 Budget (Grant Accounting)
 - E. Second and Final Reading of Bill #2015-48, Ordinance No. 913, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2015-2016 Budget (Walmart Grant for LeadsOnline)
 - F. Second and Final Reading of Bill #2015-49, Ordinance No. 914, An Ordinance to Change the Zoning of Certain Property in the City of Fairview, Tennessee, Located off Cumberland Drive, Owned by Kenneth B. Green, as Shown on, Williamson County, Tax Map 47, Parcel 66.04 From RS-40 to R-20, PUD
- 9. Old Business

10. New Business

- A. Discuss and/or Take Action on Bill #2016-02, Ordinance No. 916, An Ordinance to Change the Zoning of Certain Property in the City of Fairview, Tennessee, Located on Dragstrip Road, as shown on, the City of Fairview Geological Listing of Assessment Roll Map 018, Parcel 00600, From CI, to RM-20, 21,5 Acres – Hall
- B. Discuss and/or Take Action on Resolution No. 01-16, A Resolution to Set a Public Hearing for the Purpose of Obtaining Public Comment on Changing the Zoning of Certain Property in the City of Fairview, Tennessee, Located on Dragstrip Road, as Shown on, the City of Fairview Geological Listing of Assessment Roll Map 018, Parcet 00600, From CI, to RM-20, 21.5 Acres - Hall
- C. Discuss and/or Take Action on Right of Way Easement from MTEMC Paisley
- D. Discuss and/or Take Action on Xerox Contract Daugherty
- E. Discuss and/or Take Action on Bill #2016-01, Ordinance No. 915, An Ordinance for an Amendment to the City of Fairview, Tennessee Budget for Fiscal Year 2015-2016 Budget (Shop with a Cop) – Daugherty

11. City Manager Items for Discussion – A. Miscellaneous Updates B. City Attorney Comments

12. Communications from the Mayor and Commissioners -

13. Adjournment

Bill # 2015-46

ORDINANCE NO. 911

AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2015 – 2016 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 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) 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 2015 – 2016 budget by passage of Ordinance Number 891 on June 18, 2015, 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 2015-2016 BUDGET AS FOLLOWS:

Section 1. Ordinance 891 is hereby amended to appropriate GAN funds to pay contractor on "Resurfacing Project". This entry brings the City under State Comptroller compliance for GAN accounting.

Revenue Account # Other Financial Source – GAN Proceeds - 36421	Current Balance \$0	Amendment Amt \$214,372.82	New Balance \$214,372.82
Expenditures Account # Street Paving and Improvements 41000-931	Current Budget \$0	Amendment Amt \$214,372.82	New Balance \$214,372.82

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

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

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

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

Bill # 2015-47

ORDINANCE NO. 912

AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2015 – 2016 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 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) 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 2015 – 2016 budget by passage of Ordinance Number 891 on June 18, 2015, 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 2015-2016 BUDGET AS FOLLOWS:

Section 1. Ordinance 891 is hereby amended to appropriate TDOT Grant Funds to reimburse GAN expenditure on "Resurfacing Project". This entry brings the City under State comptroller compliance for Grant accounting.

Revenue Account # TDOT Grant Resurfacing Projec 33460	Current Balance \$0 t	Amendment Amt \$214,372.82	New Balance \$214,372.82
Expenditures Account # Debt Service Grant Anticipation Note 49000-624	Current Budget \$0	Amendment Amt \$214,372.82	New Budget Amt \$214,372.82

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

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

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

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

Bill # 2015-48



ORDINANCE NO. 913

AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2015 – 2016 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 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) 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 2015 – 2016 budget by passage of Ordinance Number 891 on June 18, 2015, 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 2015-2016 BUDGET AS FOLLOWS:

Section 1. Ordinance 891 is hereby amended to appropriate Walmart Grant funds to spend on Police Department LeadsOnline contract.

Revenue Account # Walmart Grants 36721	Current Balance \$0	Amendment Amt \$2,000.00	New Balance \$2,000.00
Expenditures Account # Police - Contractual Service 42100-200	Current Budget \$15,270.00 ces	Amendment Amt \$2,000.00	New Budget Amt \$17,270.00

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

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

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

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

Bill # 2015-49



ORDINANCE NO. 914

AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED OFF CUMBERLAND DRIVE, OWNED BY KENNETH B. GREEN, AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 47, PARCEL 66.04 FROM RS-40 TO R-20, PUD.

WHEREAS, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 7th day of January, 2016, pursuant to a resolution adopted on December 3rd, 2015; and

WHEREAS, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owner Kenneth B. Green, has requested a changing of the Zoning Classification relative to the property below described and that the said request is well taken and,

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

THE ZONING CLASSIFICATION FOR ALL THE BELOW DESCRIBED PROPERTY IS DESIGNATED AS AND CHANGED FROM ITS PRESENT ZONING DESIGNATION RS – 40, TO R – 20, PUD OVERLAY. THE PROPERTY FOR WHICH THE ZONING CHANGE IS MADE AND OR ADOPTED IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE 1ST CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, KNOWN AS THE KENNETH B. GREEN PROPERTY (MIN. BK. 24, PG. 54), AND SHOWN AS PARCEL 66.04 OF WILLIAMSON COUNTY TAX MAP 47. SAID TRACT IS BOUND ON THE NORTH BY THE SOUTHERLY MARGIN OF A RIGHT OF WAY FOR CUMBERLAND DRIVE, WALTER TOTTY (BK. 4920, PG. 612), ANGELA BUTTREY (BK. 5955, PG. 861), AND WILLIAM HAGEWOOD (BK. 239, PG. 364), ON THE EAST BY VASSILIOS GATZIMOS (BK. 659, PG. 785) AND DAVID HUDGINS (BK. 698, PG. 178), ON THE SOUTH BY DAVID HUDGINS (BK. 698, PG. 178), WALTER MANGRUM (BK. 3955, PG. 854), JAMES DERRICK (BK. 3995, PG. 649), THOMAS PORTER (BK. 966, PG. 873), ROBERT DELIELLO (BK. 6051, PG. 960), AND KENNETH WHITE (BK. 1082, PG. 511), AND ON THE WEST BY KENNETH WHITE (BK. 1082, PG. 511), AND TONY CAVENDER (BK. 4599, PG. 565). SAID TRACT CONTAINS 113.851 ACRES, MORE OR LESS ACCORDING TO A SURVEY BY THE REASONS COMPANY, 2205 GRACE POINT COURT, FRANKLIN, TENNESSEE.

THE PROPERTY IS OWNED BY KENNETH B. GREEN OF RECORD IN THE WILLIAMSON COUNTY, TENNESSEE REGISTER'S OFFICE IN MIN. BK. 24, PG. 54, BK. 163, PG. 42, BK. 146, PG. 165, AND BK. 115, PG. 5 MAP 47, PARCEL 66.04. THE DESCRIPTIONS ARE HEREBY INCORPORATED INTO AND MADE A PART OF THIS ORDINANCE BY REFERENCE AS FULLY AS IF COPIED INTO THIS ORDINANCE VERBATIM.

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

MAYOR

CITY RECORDER

Approved as to form:

City Attorney

Passed first reading: December 3, 2015

Passed second reading: _____

Public Hearing Held on:

8. NEW BUSINESS

ITEM 8.1 DISCUSS AND/OR TAKE ACTION ON REZONING APPLICATION FOR PROPERTIES LOCATED ON CUMBERLAND DRIVE. MAP 47, PARCEL 66.04, 113.92 ACRES. FROM RS-40 TO RPUD WITH A MIXED BASE DENSITY OF RS-15 & R-20. KENNETH GREEN, OWNER.

- 1) All outside perimeter lots are to be a minimum of 15,000 square feet.
- 2) The road cross-section that is shown should have a 5.5' green strip between the sidewalk and the back of curb and the required street trees need to be shown on the plan.
- 3) Per the Subdivision Regulations (Section 4-11.1), in general the developer should set aside not less than 10% of the area within a residential development for open space recreational purposes (the plan currently indicates 5% open space). Per the Zoning Ordinance (Section 8-207.5.4.a), a minimum of 5% of the gross area of every residential PUD shall be devoted to improved recreational open space.
- 4) All electric power is to be underground, not just the service lines to the houses as alluded to in a note on page 4 of the submittal packet.
- 5) A traffic study will be required for this development. The developer will be responsible for any necessary improvements that are identified in the traffic study.
- 6) The Proposed Land Use Map identifies this parcel as RM Medium Density Residential. The proposed mixed density base of RS-15 and R-20 are both identified as medium density in the zoning ordinance and are considered to be in compliance with the Proposed Land Use Map.
- The proposed decentralized wastewater system (STEP System) must be approved by WADC and TDEC prior to final construction plan approval from the City.
- 8) A comprehensive storm water analysis shall be performed and submitted to the City with final construction plan submittals.
- 9) The last note in the table shown in the lower right corner indicates this is a preliminary plat. Please revise to reflect that this is a Preliminary Master Development Plan
- 10) Under the "Land Use Data" label in the table located in the lower right corner, please include the density formula shown at the bottom of Page 1of the supplemental information packet that was included as a part of the rezoning submittal request.
- 11) In accordance with Section 5-103.3(3)(c), no RS-15 Zone may be located closer than one (1) mile of another RS-15 District at any point. There is an existing RS-15 district located approximately 60' to the northeast of the subject parcel.

ITEM 8.2 DISCUSS AND/OR TAKE ACTION ON DRAINAGE IMPROVEMENTS ON LOT 37 WESTERN WOODS.

Submittal Explanation:

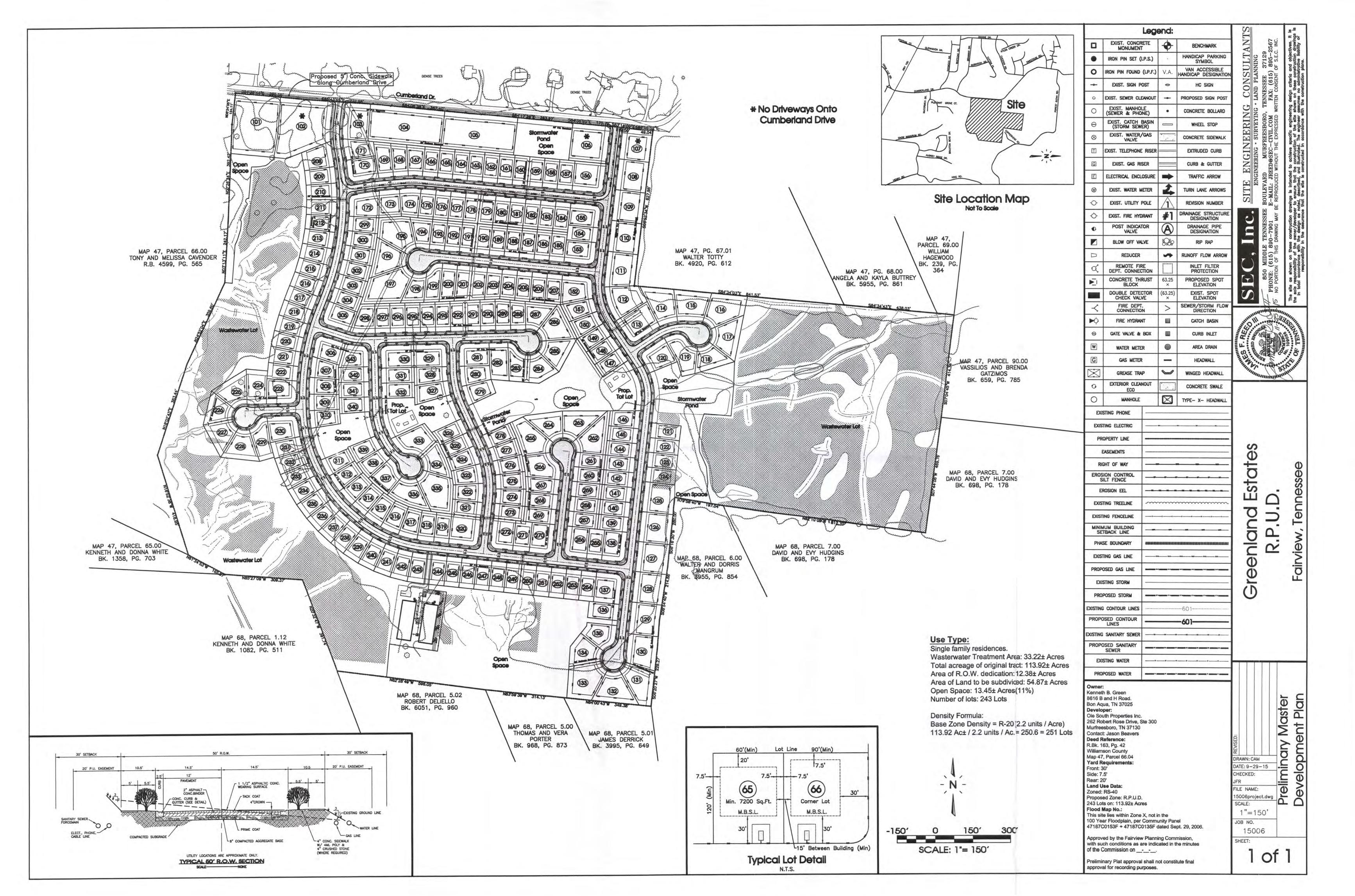
The actions that are proposed with this submittal is an effort by the current property owner of Lot 37 and the original developer to address a drainage concern between Lots 6 and 37 of Western Woods. The applicant desires to install an area drain on the common property boundary line of Lots 36 and 37. This area drain will be connected to an existing curb inlet structure located in the public R.O.W. of Nathaniel Woods Blvd. Since the applicant desires to connect to existing public storm water infrastructure, City staff determined the proposed action should be considered by the Planning Commission.

Staff Review Comments:

- 1) Please specify the type of catch basin that is proposed for the area drain.
- 2) City personnel are to be present for observation of all work that is conducted in the public R.O.W.
- 3) The proposed work will be covered under the bond that is currently held by the City.

ITEM 8.3 DISCUSS AND/OR TAKE ACTION ON PROPOSED FAIRVIEW PLANNING COMMISSION SUBMITTAL AND REVIEW SCHEDULE FOR 2016.

No Staff Comments



Greenland Estates Residential Planned

Unit Development

SEC, Inc. 850 Middle TN Blvd Murfreesboro, TN 37129 Contact: Jamie Reed P.E., R.L.S.

Ole South Properties, Inc 262 Robert Rose Dr, Ste 300 Murfreesboro, TN 37129 **Contact: Jason Beavers**



Introduction Introduction

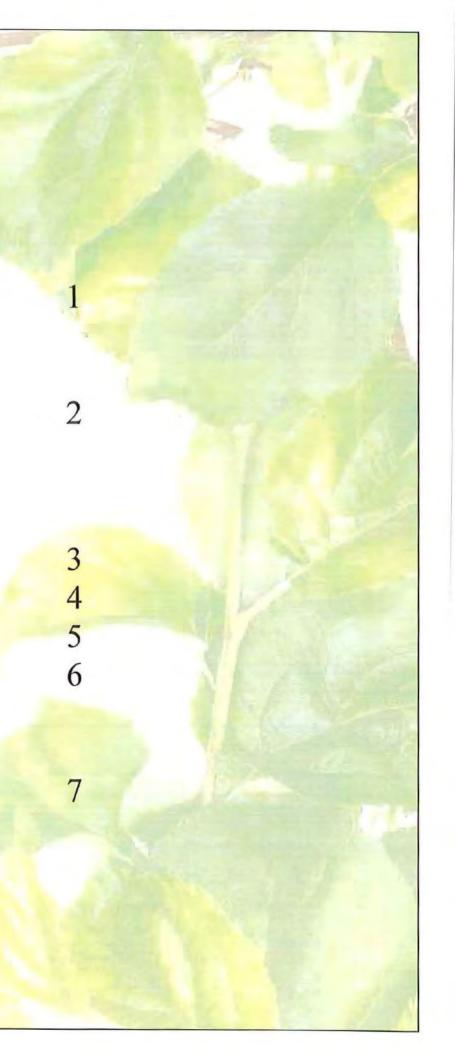
Existing Conditions

Right-of-way, Utilities, Topography & Physical Features

Proposed Development

Master Plan Proposed Site Proposed Homes Ingress/Egress

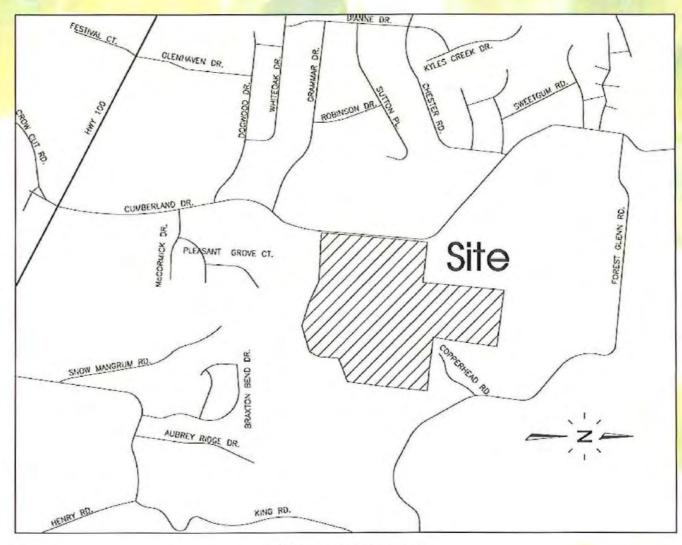
Amenities Amenities





INTRODUCTION

Ole South Properties, Inc is requesting rezoning from RS-40 to RPUD for Parcel 47 of Tax Map 66.04. The subject property is 113.92 Acres (total) and is located along Cumberland Drive just east of Grammer Drive.



Site Location Map Not To Scale

The entire site is currently zoned RS-40. We are proposing an alternative Residential Planned Unit Development. The RS-20 base density zone allows for a density of 2.2 lots per acre. We are proposing the following Base Zone Density Formula: <u>Density Formula</u> Base Zone Density = R-20 (2.2 lots / acre)

(113.92 acres +/-) / (2.2 lots / acre) = 251 lots allowed

The RPUD section contains 13.45 acres of open space (11%).



EXISTING CONDITIONS Rights-of-way, Utilities, Topography, & Physical Features

The property currently has access to public right-of-way along Cumberland Drive.

Privates Cerro Privates Cerro



The attached USGS maps indicate the Greenland Estates wastewater treatment area drainage flow path is to the east discharging into Allen Branch watershed and to the north. The site is comprised of approximately 114 acres. The topography is mainly gently rolling to rolling slopes of 5 - 15 % with moderately steep slopes along the west and south sides of the property equating approximately 30% of the property. The property is bordered by Cumberland Drive along the north, to the west, east and south by large estate residential tracts. Roughly 65% of the site is wooded and the 7-10 acres for drip dispersal is mostly cleared with some minor underbrush.

Middle Tennessee Electric will be providing service to the development.

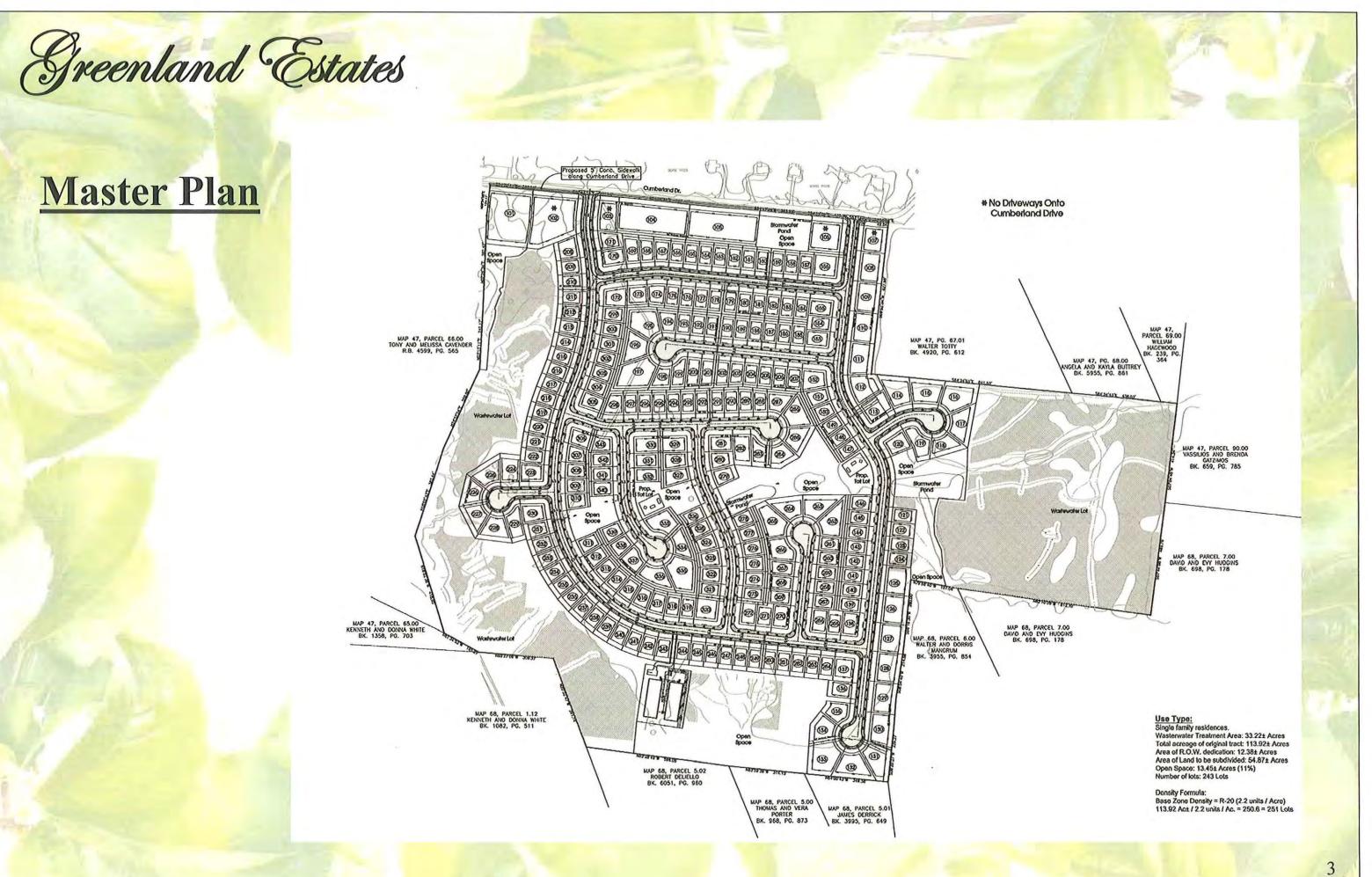
2



WATER AUTHORITY OF DICKSON COUNTY Water will be provided by the Water Authority of Dickson County Sanitary Sewer service will be provided in the form of a decentralized STEP system. The developer will design and construct the system, then dedicate the system to Water Authority of Dickson County to maintain the system.









PROPOSED SITE

Greenland Estates consists of a total of 113.92 acres located along the south side of Cumberland Drive. The proposed lots are to be a minimum of 7,200 s.f. in size. The typical lot size is 60'x 120'. In addition, over 13.45 acres (11%) of open space has been integrated into the plan.

PROPOSED SITE CHARACTERISTICS

Setbacks are:

30 foot Front 7.5 foot Side (with min 15' between structures) 20 foot Rear

- > All internal homes will have 2 car garages with front entry allowed.
- > Lots along Cumberland Drive that have direct access are required to be 1-acre minimum in size with rear entry garages
- Corner lots along Cumberland Drive will only have access to internal streets
- > All concrete driveways
- > 5 foot concrete sidewalks with 2-foot grass strips along both sides of all streets (Typical street sections are given on page 7)
- ▶ Home sizes will range from min. 1,600 2,600 square feet
- > All home fronts will be constructed of all brick, stone or cement board siding except Cumberland Drive lots. All homes along Cumberland Drive are required to be all brick, stone or cement board siding on all four sides
- > The entire development will have all underground utilities
- > All homeowners must be a member of the Homeowners Association which must be managed by an independent third party management group
- > 3rd Party Homeowner's Association will maintain the common area and amenities.
- > The development will have an entrance sign at the entrance off Cumberland Drive
- **Curb & Gutter along all streets**
- 2-Tot lots along with large areas of open space
- > The plan provides for 13.45 acres of open space

Greenland Estates

PROPOSED HOMES 7,200 Sq. Ft. Lots (60'x 120')

- + All Homes will range from 1600 s.f. to 2600+s.f.
- + All homes will have 2 car garages and will be front loaded.
- The homes can be 1, 1 ½, or 2- story buildings.
- + All home fronts will be constructed of all brick, stone or cement board siding.
- + Vinyl siding will be used in trim areas, soffits and on 3-home sides.
- + Building Heights will be all comply with the standards for zoning in the City of Fairview's Zoning Ordinance.
- + All homes will have at least 3 bedrooms.
- + Houses along Cumberland Drive are required to be constructed of all brick, stone, or cement board on all four sides



The elevations and floorplans of the homes will vary across the development due to the different lot sizes. The elevations and floorplans are meant to convey the general appearance and functionality of the buildings.



REPRESENT FRONT ELEVATIONS

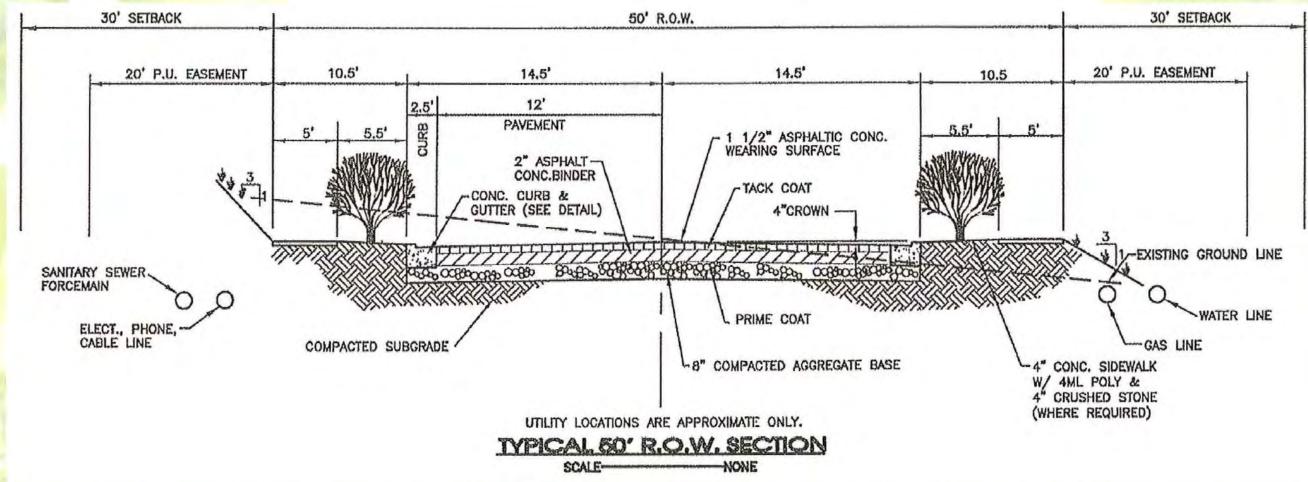


5



INGRESS/EGRESS

Greenland Estates is planned to have two entrances onto Cumberland Drive. The proposed subdivision is proposed to have curb and gutter along all roads with sidewalks along both sides as per the typical cross section shown on this sheet.



Shown here is the typical street section for the typical 50 foot wide right-of-way to be used throughout Greenland Estates. Street trees are required every 40' o.c. along both sides of all internal streets



AMENITIES



The open space area has been designed to be a focal feature of the community which will further enforce the sense of neighborhood and nature. The developer is committed to installing 2 - playground / tot lots within the numerous open space areas throughout the development. The remainder of the open space will be to provide open recreation areas for physical activity.



ORDINANCE NO. 916

AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED ON DRAGSTRIP ROAD, AS SHOWN ON, THE CITY OF FAIRVIEW GEOLOGICAL LISTING OF ASSESSMENT ROLL MAP 018, PARCEL 00600, FROM CI, TO RM-20, 21.5 ACRES.

WHEREAS, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 21st day of January, 2015, pursuant to a resolution adopted on January 7, 2015; and

WHEREAS, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owners the Estate of Emma Gene Clement Peery., has requested a changing of the Zoning Classification relative to the property below described and that the said request is well taken and,

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

THE ZONING CLASSIFICATION FOR ALL THE BELOW DESCRIBED PROPERTY IS DESIGNATED AS AND CHANGED FROM ITS PRESENT ZONING DESIGNATION CI, TO RM - 20. THE PROPERTY FOR WHICH THE ZONING CHANGE IS MADE AND OR ADOPTED IS DESCRIBED AS FOLLOWS:

> City of Fairview, Williamson County, Tennessee, The City of Fairview Geological Listing of Assessment Roll Map 018, Parcel 00600 ,Recorded in Deed Book 5222, Pages 110 - 116, Register's Office for Williamson County, Tennessee. The description is hereby Incorporated into and made a part of This Ordinance by reference as fully as if copied into This ordinance verbatim.

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

MAYOR

CITY RECORDER

Approved as to form:

City Attorney

Passed first reading:

Passed second reading: _____

Public Hearing Held on: _____

CITY OF FAIRVIEW, TENNESSEE



RESOLUTION NO. 01-16

AN RESOLUTION TO SET A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING PUBLIC COMMENT ON CHANGING THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED ON DRAGSTRIP ROAD, AS SHOWN ON, THE CITY OF FAIRVIEW GEOLOGICAL LISTING OF ASSESSMENT ROLL MAP 018, PARCEL 00600, FROM CI, TO RM-20, 21.5 ACRES.

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

WHEREAS, the Board of Commissioners for the City of Fairview, Tennessee have determined that January 26, 2015, is an acceptable date for the conduct of such a public hearing.

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

1. That a public hearing for the purpose of obtaining the comments of the public regarding the change in the Zoning Classification of the below described property located in the Corporate Limits of the City of Fairview, Tennessee is scheduled and will be held at 7:00 O'Clock P.M., January 26, 2015, in the City Hall of the City of Fairview, Tennessee.

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

City of Fairview, Williamson County, Tennessee, The City of Fairview Geological Listing of Assessment Roll Map 018, Parcel 00600, Recorded in Deed Book 5222, Pages 110 - 116, Register's Office for Williamson County, Tennessee. The description is hereby Incorporated into and made a part of This Resolution by reference as fully as if copied into This Resolution verbatim. Adopted this the _____ day of _____, 2015.

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM

LARRY D. CANTRELL CITY ATTORNEY FAIRVIEW, TENNESSEE

P.B. No. 102, Attachment 2					\sim
Device Location #	Project Record #		WO #		
	RIGHT OF W	AY EASEMENT			
Development Blanket Easement YE	S NO Name of	Development			
KNOW ALL MEN BY THESE	PRESENTS, that the unders	igned, (whether one or mo	ore)		
	an	nd/by Print Name	1		
Print Name (unmarried) (husband and wife) or (Print E consideration, the receipt whereof is herel corporation hereinafter "cooperative", wh undersigned, situated in the County of (911 address) house # Street	Business Name) by acknowledged, do hereby grar ose address is Murfreesboro. Ter	nt unto Middle Tennessee Ele nessee, and to its successors	(business enti ectric Membership (or assigns, the righ	ity) for a good a Corporation, a contract to enter upon to 370 State Zip	operative
further described in County Tax Assessor	's Tax Maps as				
County Code 094	Map 044	Group Par		00	
endanger the operation and maintenance of incidentally and necessarily result from the shrubbery or vegetation not approved in v approval may be withheld by MTEMC in	e means of control employed); to writing by MTEMC (except those	prohibit, prevent and restric trees that appear on the MT	et the planting and/o TEMC approved sta	or maintenance of indard planting g future interfere v	f any trees, guide) which
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or r of said line or system, the undersigned mut sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that	e of said line or system; to prohil fall buildings, structures or other of said system is placed undergro on or other utility purposes include poles, wires and other facilities, is s expense shall remain the proper naintenance of any trees, shrubb- ust secure in advance the written shrubbery or vegetation may in the system is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative with the future interfere with or the he right-of-way herein grant re-described property and that	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may preaten to endanger ted includes the rig at said property is f	e agree to the joi ities, by any othe installed in, up of the Cooperativ of the centerline be withheld by the operation ar othe to install and free and clear of	nt use or or person, on or under th re. (a total of 40 MTEMC in i ad maintenand d maintain gu
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or r of said line or system, the undersigned mut sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, t	e of said line or system; to prohil fall buildings, structures or other of said system is placed undergro on or other utility purposes include poles, wires and other facilities, is s expense shall remain the proper naintenance of any trees, shrubb- ist secure in advance the written shrubbery or vegetation may in the system is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative with the future interfere with or the he right-of-way herein grant re-described property and that	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may preaten to endanger ted includes the rig at said property is f	e agree to the joi ities, by any othe installed in, up of the Cooperative of the centerline be withheld by the operation ar ght to install and free and clear of day o	nt use or or person, on or under th re. (a total of 40 MTEMC in i ad maintenand d maintain gu encumbrance
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or r of said line or system, the undersigned mut sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, t	e of said line or system; to prohil all buildings, structures or other of said system is placed undergro on or other utility purposes include poles, wires and other facilities, is expense shall remain the proper naintenance of any trees, shrubb- ist secure in advance the written shrubbery or vegetation may in the system is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20 (Legal Signature)	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative with the future interfere with or the he right-of-way herein grant re-described property and that eir hands and seals this	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may preaten to endanger ted includes the rig at said property is f	e agree to the joi ities, by any othe installed in, up of the Cooperative of the centerline be withheld by the operation ar ght to install and free and clear of day o	nt use or or person, on or under th re. (a total of 40 MTEMC in i ad maintenanc d maintain gu encumbrance
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or r of said line or system, the undersigned mut sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, 1 (Print Name)	e of said line or system; to prohil all buildings, structures or other of said system is placed undergro on or other utility purposes include boles, wires and other facilities, is s expense shall remain the proper naintenance of any trees, shrubb- ust secure in advance the written shrubbery or vegetation may in the rystem is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20 (Legal Signature) [Legal Signature]	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative v the future interfere with or the he right-of-way herein grant re-described property and that eir hands and seals this	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may areaten to endanger ted includes the rig at said property is f	e agree to the joi ities, by any othe installed in, up of the Cooperative of the centerline be withheld by the operation ar ght to install and free and clear of day o	nt use or er person, on or under th re. (a total of 40 MTEMC in i ad maintenance d maintain gu encumbrance f
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or r of said line or system, the undersigned mut sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, 1 (Print Name)	e of said line or system; to prohil all buildings, structures or other of said system is placed undergro on or other utility purposes include boles, wires and other facilities, is s expense shall remain the proper naintenance of any trees, shrubb- ust secure in advance the written shrubbery or vegetation may in the rystem is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20 (Legal Signature) [Legal Signature]	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative v the future interfere with or the he right-of-way herein grant re-described property and that eir hands and seals this	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may areaten to endanger ted includes the rig at said property is f	e agree to the joi ities, by any othe installed in, up of the Cooperative of the centerline be withheld by the operation ar ght to install and free and clear of day o	nt use or er person, on or under the re. (a total of 40 MTEMC in i ad maintenand d maintain gu encumbrance f
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or no of said line or system, the undersigned mu- sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, 1 (Print Name)	e of said line or system; to prohil all buildings, structures or other of said system is placed undergro on or other utility purposes include boles, wires and other facilities, is expense shall remain the proper naintenance of any trees, shrubb- ist secure in advance the written shrubbery or vegetation may in the system is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative v the future interfere with or the he right-of-way herein grant re-described property and that eir hands and seals this	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may areaten to endanger ted includes the rig at said property is f	e agree to the joi ities, by any othe installed in, up of the Cooperative of the centerline y be withheld by the operation ar ght to install and free and clear of day o	nt use or er person, on or under th re. (a total of 40 MTEMC in i ad maintenand d maintain gu encumbrance f
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or p of said line or system, the undersigned mu- sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, 1 (Print Name)	e of said line or system; to prohil all buildings, structures or other of said system is placed undergro on or other utility purposes inclu- boles, wires and other facilities, is s expense shall remain the proper naintenance of any trees, shrubb- ist secure in advance the written shrubbery or vegetation may in the shrubbery or vegetation may in the shrubbery or vegetation may in the rystem is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20 (Legal Signature) 	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative with the future interfere with or the he right-of-way herein grant re-described property and that eir hands and seals this	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may areaten to endanger ted includes the rig at said property is f nature)	e agree to the joi ities, by any othe installed in, up of the Cooperativo of the centerline be withheld by the operation ar ght to install and free and clear of day o	nt use or er person, on or under th re. (a total of 40 MTEMC in i ad maintenand d maintain gu rencumbrance f
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or pro- of said line or system, the undersigned mu- sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, f (Print Name)	e of said line or system; to prohil all buildings, structures or other of said system is placed undergro on or other utility purposes inclu- boles, wires and other facilities, is s expense shall remain the proper naintenance of any trees, shrubb- ist secure in advance the written shrubbery or vegetation may in the system is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative with the future interfere with or the he right-of-way herein grant re-described property and that eir hands and seals this	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') o which approval may preaten to endanger ted includes the rig at said property is f 	e agree to the joi ities, by any othe installed in, up of the Cooperative of the centerline be withheld by the operation are the to install and free and clear of day o day o	re basis of t, and who he/they
to endanger the operation and maintenance transformer; to keep the easement clear of occupancy of the lines, system or, if any of association or corporation for electrification The undersigned agree that all p above-described lands at the Cooperative's With respect to the planting or p of said line or system, the undersigned mus- sole discretion if it determines said trees, of said line or system. If any portion of the lines or s additions to overhead lines onto property The undersigned covenant that and liens of any character whatsoever. IN WITNESS WHEREOF, 1 (Print Name)(Print Name)(Print Name)(Authorized Representative Print Name & Title (Authorized Representative Print Name & Title (Authorized Representative Print Name & Title ON this day of On this day of me personally appeared to me known (or p satisfactory evidence) to be the person or p executed the foregoing instrument, and acid executed the same as his/her/their free act Witness my hand and official seal at	e of said line or system; to prohil all buildings, structures or other of said system is placed undergro on or other utility purposes inclu- boles, wires and other facilities, is s expense shall remain the proper- naintenance of any trees, shrubb- ist secure in advance the written shrubbery or vegetation may in the system is placed underground, the of the undersigned. they are the owners of the above the undersigned have set the 20	bit the planting of any trees, s obstructions; and to license, und, of the trench and related ding but not limited to teleph including any main service e rty of the Cooperative, remov- ery or other vegetation within approval of the cooperative v the future interfere with or the he right-of-way herein grant re-described property and that eir hands and seals this	shrubbery or vegeta permit or otherwise d underground facili ione. entrance equipment, vable at the option o n twenty feet (20') of which approval may preaten to endanger ted includes the rig at said property is f 	e agree to the joi ties, by any othe installed in, up of the Cooperative of the centerline be withheld by the operation ar the operation ar th	nt use or er person, on or under the (a total of 40 MTEMC in i ad maintenance i maintain gu rencumbrance f f basis of t, and who he/they essee,

Ĩ



AGREEMENT

AGREEMENT NO.: 1113318

Excellence in Office Solutions CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Fairview, City of

7100 City Center Cir ADDRESS:

Fairview TN 37062-6009

EQUIPMENT AND PAYMENT TERMS TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

1 Fujitsu Scanner 7260

EQUIPMENT LOCATION: As Stated Above

MONTHLY PAYMENT AMOUNT :: \$120.30

(PLUS TAX)

SEE ATTACHED SCHEDULE

TERM IN MONTHS: 60

PURCHASE OPTION: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designale. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge if less

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court In such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the 'End Date'), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ('UCC'). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profil to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

OWNER ("WE", "US", "OUR")		CUSTOMER'S AUTHORIZED SIGNATURE		
XMC Sales, LLC 7585 A. E. Beaty Dr Ste 101 Bartlett, TN 38133		THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. CUSTOMER: (As Stated Above)		
SIGNATURE:	DATE:	SIGNATURE: X	DATE:	
PRINT NAME & TITLE:		PRINT NAME & TITLE:		

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including altorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X	INDIVIDUAL:	DATE:
CERTIFICATE OF DELIVERY AND	ACCEPTANCE	
The Customer hereby certifies that all the Equipment.	1) has been received, installed, and inspected, and 2) is fully operational and uncondition	nally accepted.
SIGNATURE: X	NAME AND TITLE:	DATE:



ORDINANCE NO. 915

AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2015 – 2016 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 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) 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 2015 – 2016 budget by passage of Ordinance Number 891 on June 18, 2015, 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 2015-2016 BUDGET AS FOLLOWS:

Section 1. Ordinance 891 is hereby amended to appropriate \$2,700 of Police Department donations for expenditures of the "Shop with a Cop" program.

Revenue Account # Donations & Police Department 36710	Current Balance \$2,000.00	Amendment Amt \$2,700.00	New Balance \$4,700.00
Expenditures Account # Police Dept. Public Relations 41000-236	Current Budget \$250.00	Amendment Amt \$2,700.00	New Balance \$2,950.00

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

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

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

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading