

CITY OF FAIRVIEW
BOARD OF COMMISSIONERS

FEBRUARY 1, 2018

7:00 P.M.

AGENDA

1. Roll Call
2. Call to order by Mayor Carroll
 - A. Prayer and Pledge
3. Approval of the Agenda
4. Public Hearing
5. Citizen Comments (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).
6. Awards and/or Recognitions
7. Public Announcements
8. Staff Comments
9. Approval of the Minutes
10. Consent Agenda Consisting of Items as Follows
 - A. Minutes from the January 18, 2018 Board of Commissioners Meeting
 - B. Minutes from the January 18, 2018 Work Session
11. Old Business
 - A. Second and Final Reading of Ordinance 2017-31, An Ordinance to Amend the City of Fairview Zoning Ordinance by Changing the Official Zoning Map for Tax Map 042, Parcel 63.00, Consisting of 6.6 Acres, Located on Fernvale Road, from a RS-40 (Low-Density Residential) Zoning District to a RM-12 Zoning District, Requested by Tim Mangrum
 - B. City Manager's Contract Counter Offer – Rainey
12. New Business
 - A. Appointments to Open Seats
 1. Tree Board (one seat)
13. City Manager Items for Discussion
 - A. Miscellaneous Updates
 - B. City Attorney Comments
14. Communications from the Mayor and Commissioners
15. Adjournment



ORDINANCE #2017-31

AN ORDINANCE TO AMEND THE CITY OF FAIRVIEW ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 42, PARCEL 63.00, CONSISTING OF 6.6 ACRES, LOCATED ON FERVALE ROAD, FROM A RS-40 (LOW-DENSITY RESIDENTIAL) ZONING DISTRICT TO A RM-12 (RESIDENTIAL MIXED USE) ZONING DISTRICT.

WHEREAS, a request has been made by Purchaser of Property Tim Mangrum to rezone property located within the City of Fairview; and

WHEREAS, the City of Fairview Planning Commission, on December 12, 2017, made a favorable recommendation to the Board of Commissioners that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of Fairview, by changing the property identified as Tax Map 42, Parcel 63.00 from a RS-40 Zoning District to a RM-12 Zoning District. This property consists of approximately 6.6 acres and is being purchased by Tim Mangrum, who has authorized the submittal of application for the rezoning of this parcel, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance, to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of Fairview requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

12/12/17
Date

Published in the Fairview Observer on January 2, 2018

Public Hearing Held: January 18, 2018

1st Reading: December 21, 2017

2nd Reading: _____

Approved by the Board of Commissioners:

Patti L. Carroll, Mayor

ATTEST:

Brandy Johnson, City Recorder

APPROVED AS TO FORM:

City Attorney

City of Fairview Planning Department

7100 City Center Way

Fairview, Tennessee 37062



Phone: 615-799-1572

Email: cityplanner@fairview-tn.org

RECOMMENDATIONS

2017-12

DATE: DECEMBER 13, 2017
TO: FAIRVIEW BOARD OF COMMISSIONERS
FROM: KRISTIN M. COSTANZO, CITY PLANNER
RE: FAIRVIEW MUNICIPAL PLANNING COMMISSION ACTION

- 6.1** Rezoning of Property, Requested by Jeff Wynn. Property located at 1179 and 1183 Highway 96 North (Tax Map 021, Parcels 23.10 and 23.11). 5.26 acres. Current zoning district: RS-40; Requested zoning district: CG, Commercial General. Property owned by Jeff Wynn.

Mike Anderson made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Jim Power, and all were in favor.

- 7.5** Rezoning of property, requested by Delores June Lambert. Property located at 7170 Horn Tavern Road (Tax Map 022, Parcel 69.01). 2 acres. Current zoning district: RS-40; Proposed zoning district: R-20.

Jim Power made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Christie Slaughter, and all were in favor.

- 7.6** Rezoning of property, requested by Tim Mangrum. Property located on Fernvale Road (Tax Map 042, Parcel 63.00). 6.6 acres. Current zoning district: RS-40; Proposed zoning district: RM-12.

Derek Burks made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Jim Power, and all were in favor.

- 7.7** Rezoning of property, requested by Habitat for Humanity. Property located at 500 Highway 96 North (Tax Map 022, Parcel 134.07). 8.34 acres. Current zoning district: RS-40; Proposed zoning district: R-20

Jim Power made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Patti Carroll, and all were in favor.

COUNTER OFFER

11B

EMPLOYMENT AGREEMENT
CITY OF FAIRVIEW, TENNESSEE
CITY MANAGER

This Agreement, is made and entered into this _____, day of _____, 2018, by and between the City of Fairview, State of Tennessee, a municipal corporation, by and through its duly elected Board of Commissioners (hereinafter "Employer") and Scott Collins (hereinafter "Employee").

Witnesseth:

WHEREAS, Employer desires to memorialize an agreement with Employee to serve as the city manager and manage the day-to day operations of the City of Fairview, Tennessee, and

WHEREAS, Employee has been serving in said capacity since August 1, 2016; and,

WHEREAS, both parties are satisfied with said employment relationship and wish to continue said arrangement; and

WHEREAS, the parties agree to the terms and conditions of this Employment Agreement in order to clearly define the rights and obligations of the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties.

Employer hereby retains/employs Employee as City Manager of the City of Fairview to perform the functions and duties of city manager specified in the City Charter, the Fairview Municipal Code, and in Tennessee Code Annotated, Section 6-21-101 *et al.* Such duties shall further include performance of other legally permissible and proper duties and functions as the Board of Commissioners may from time to time assign.

Employee will at all times faithfully and industriously, and to the best of Employee's ability and experience and talents, perform all of the duties that may be required of and from Employee pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer.

2. Term.

This agreement shall remain in effect through September 30, 2020 (the "expiration date").

Prior to September 30, 2020..

(A) Termination for Cause.

Notwithstanding, Employee may be terminated from employment for cause prior to the expiration of this Agreement. Specifically, "for cause" shall mean only that the Employee has either been convicted of a misdemeanor or a felony, has committed malfeasance or misfeasance while in office, or for neglect of duty.

If Employer intends to terminate the employment of Employee "for cause," then Employee may demand written charges and a public hearing before the Board of Commissioners. A majority vote of the Board of Commissioners shall be final. The Employer reserves the right to suspend the Employee with pay pending a hearing before the Board of Commissioners.

If the Employee is successfully terminated from employment for cause then the Employee shall not be entitled to any severance compensation or post-employment benefits except for the payment of any compensable accrued leave time balance(s) owed to the Employee.

(B) Termination Without Cause

The Employee may be terminated without cause by a majority vote of the full Board of Commissioners. If the Board of Commissioners terminates without cause the employment of the Employee the City shall within seven (7) days after the employment termination vote pay the employee for any accrued leave time balances and a lump sum severance payment equal to (6) months of the Employee's salary at the date of the termination and the Employee. The employee shall be eligible to continue to be covered as currently enrolled in the city's health insurance plan and at the current employee contribution rate for a period not to exceed sixty (90) days from the termination.

(C) Voluntary Resignation.

The Employee may voluntarily resign his employment prior to the termination date of this agreement. If Employee chooses to voluntarily resign he must provide a minimum of forty-five (45) days written notice to the Employer. If Employee fails to provide the minimum forty-five (45) day written notice of resignation or if the employee terminates his employment within the forty-five (45) day notice period the Employee forfeits all compensable accrued vacation leave time otherwise due to the Employee at separation.

3. Salary.

Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$96,316.00 (Grade 32 / Step 17), payable in bi-weekly installments, less appropriate payroll deductions such as Federal Withholding Taxes and Social Security deductions. Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent as the other employees receive and as the Employer may determine desirable on the basis of an annual salary review.

4. Death of Disability.

Disability and/or Death benefits are the same as those of other City of Fairview employees, and to the extent that those benefits and responsibilities are set forth in the City of Fairview Policies and Procedures Manual, they are incorporated herein and made part of this Agreement by reference as if copied verbatim.

5. Hours of Work.

The Employee will devote the time necessary to effectively operate and manage the City of Fairview, except that all of his time shall not be required, and that he will minimally work the standard operating hours of the City of Fairview plus any additionally hours necessary to effect the operations of the City, attend meetings, etc.

6. Leave Time Accruals.

The Employee shall accrue leave time at the standard and customary rate of all other employees of the City of Fairview.

7. Disability, Health and Life Insurance.

The disability, health and life insurance benefits are the same as those of other City of Fairview employees and to the extent that those benefits are set forth in the City of Fairview Policies and Procedures Manual, they are incorporated herein by reference as if copied verbatim.

Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer. Employer shall receive a copy of all medical reports related to said examination. Employer may waive requirement of the physical examination if it chooses to do so.

8. Retirement

Employer is a member of the retirement plan already in existence through the City of Fairview. Employee's benefits under said plan shall continue with the execution of this Agreement and continue during the term of this Agreement and any subsequent renewal.

9. Dues, Subscriptions, Memberships, and Expenses.

Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continued and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

10. Professional Development

A. Employer hereby agrees to budget for and to pay travel and training expenses for Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

11. Indemnification and Bonding.

Employer shall within the limits of the Tennessee Governmental Torts Liability Act (GTLA), T.C.A. 529 -20-101) defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in or arising out of the good faith performance of Employee's duties as City Manager.

12. Other Terms and Conditions of Employment.

A. The Employer, in consultation with the City Manager, shall fix any other such terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other ordinance or statute.

B. Employee shall be entitled, with pay, to all holidays received by other employees.

C. Employee shall be salaried, shall not accrue compensatory time and shall not be paid any overtime for additional hours worked in excess of normal work schedules.

D. Employee is required to reside within the city limits of Fairview.

13. No Reduction of Benefits.

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee.

14. Automobile.

During the term of his employment the Employer will pay the Employee the sum of one thousand two hundred (\$1,200) a year, payable biweekly installments, as a vehicle allowance to operate his personal vehicle for the purpose of city business. The Employee will be responsible for paying for liability, property damage and comprehensive insurance coverage on the vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and normal replacement of the vehicle. For the use of his personal vehicle the Employer will reimburse the Employee the IRS mileage rate for travel beyond a one hundred (100) mile radius of Fairview city hall. The Employee may utilize a city owned vehicle for city business travel during times of inclement weather or hazardous conditions in which a city owned vehicle may be better equipped for travel in those conditions.

15. General Provisions.

ORIGINAL

EMPLOYMENT AGREEMENT
CITY OF FAIRVIEW, TENNESSEE
CITY MANAGER

This Agreement, is made and entered into this _____, day of August, 2017, by and between the City of Fairview, State of Tennessee, a municipal corporation, by and through its duly elected Board of Commissioners (hereinafter "Employer") and Scott Collins (hereinafter "Employee").

Witnesseth:

WHEREAS, Employer desires to memorialize an agreement with Employee to serve as the city manager and manage the day-to day operations of the City of Fairview, Tennessee, and

WHEREAS, Employee has been serving in said capacity since August 1, 2016; and,

WHEREAS, both parties are satisfied with said employment relationship and wish to continue said arrangement; and

WHEREAS, the parties agree to the terms and conditions of this Employment Agreement in order to clearly define the rights and obligations of the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties.

Employer hereby retains/employs Employee as City Manager of the City of Fairview to perform the functions and duties of city manager specified in the City Charter, the Fairview Municipal Code, and in Tennessee Code Annotated, Section 6-21-101 *et al.* Such duties shall further include performance of other legally permissible and proper duties and functions as the Board of Commissioners may from time to time assign.

Employee will at all times faithfully and industriously, and to the best of Employee's ability and experience and talents, perform all of the duties that may be required of and from Employee pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer.

2. Term.

This agreement shall remain in effect through June 30, 2020 (the "expiration date").

Prior to June 30, 2020, Employee may not be terminated from employment without cause.

(A) Termination for Cause.

Notwithstanding, Employee may be terminated from employment for cause prior to the expiration of this Agreement. Specifically, "for cause" shall mean only that the Employee has either been convicted of a misdemeanor or a felony, has committed malfeasance or misfeasance while in office, or for neglect of duty.

If Employer intends to terminate the employment of Employee "for cause," then Employee may demand written charges and a public hearing before the Board of Commissioners. A majority vote of the Board of Commissioners shall be final. The Employer reserves the right to suspend the Employee with pay pending a hearing before the Board of Commissioners.

(B) Voluntary Resignation.

The Employee may voluntarily resign his employment prior to the termination date of this agreement. If Employee chooses to voluntarily resign for reasons other than retirement, then Employee shall be obligated to reimburse Employer the sum of fifteen thousand (\$15,000.00) dollars as partial repayment for compensation, benefits, and other perquisites paid to or accrued by the Employee while serving as the city manager.

3. Salary.

Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$ _____ (Grade __/Step __), payable in bi-weekly installments, less appropriate payroll deductions such as Federal Withholding Taxes and Social Security deductions.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent as the other employees receive and as the Employer may determine desirable on the basis of an annual salary review.

4. Death of Disability.

Disability and/or Death benefits are the same as those of other City of Fairview employees, and to the extent that those benefits and responsibilities are set forth in the City of Fairview Policies and Procedures Manual, they are incorporated herein and made part of this Agreement by reference as if copied verbatim.

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The Employee shall accrue leave time at the standard and customary rate of all other employees of the City of Fairview.

7. Disability, Health and Life Insurance.

The disability, health and life insurance benefits are the same as those of other City of Fairview employees and to the extent that those benefits are set forth in the City of Fairview Policies and Procedures Manual, they are incorporated herein by reference as if copied verbatim.

Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer. Employer shall receive a copy of all medical reports related to said examination. Employer may waive requirement of the physical examination if it chooses to do so.

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Employer is a member of the retirement plan already in existence through the City of Fairview. Employee's benefits under said plan shall continue with the execution of this Agreement and continue during the term of this Agreement and any subsequent renewal.

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Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continued and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

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A. Employer hereby agrees to budget for and to pay travel and training expenses for Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

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Employer shall within the limits of the Tennessee Governmental Torts Liability Act (GTLA), T.C.A. 529 -20-101 defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in or arising out of the good faith performance of Employee's duties as City Manager.

12. Other Terms and Conditions of Employment.

A. The Employer, in consultation with the City Manager, shall fix any other such terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent

with or in conflict with the provisions of this Agreement, the City Charter, or any other ordinance or statute.

B. Employee shall be entitled, with pay, to all holidays received by other employees.

C. Employee shall be salaried, shall not accrue compensatory time and shall not be paid any overtime for additional hours worked in excess of normal work schedules.

D. Employee is required to reside within the city limits of Fairview.

13. No Reduction of Benefits.

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee.

14. Automobile.

The Employee may use a city owned vehicle for city related business, travel and training when a city vehicle is reasonably available. Whenever the Employee uses his personal vehicle for city related business, travel or training he may be reimbursed fuel or the retail cost of fuel only and not be reimbursed any government mileage rates.

15. General Provisions.

A. This instrument contains the entire agreement between the parties. It may be changed orally but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective when executed by all necessary parties to the Agreement.

D. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, by any Court of competent jurisdiction then the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.]

E. If it is necessary for either party to take legal action in order to enforce the terms and provisions of this Agreement, then the prevailing party shall be entitled to an award of its reasonable attorneys' fees and discretionary costs.

F. This Agreement shall be interpreted in accordance with the law of Tennessee and the venue for any dispute between the parties shall be the Chancery Court for Williamson County, Tennessee.