

PUBLIC HEARING
FAIRVIEW CITY HALL

FEBRUARY 5, 2015

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 #2015-02, Ordinance No. 867, An Ordinance of the City of Fairview, Tennessee to Add a New Section to the City of Fairview, Tennessee Zoning Ordinance, Article XIV Section 14-112, Page XIV – 39, Vested Development Rights, And Providing for Conflicts Within the Zoning Ordinance, Effective Date and Severability Within the New Section and the Existing Zoning Ordinance
3. ADJOURNMENT.

CITY OF FAIRVIEW
BOARD OF COMMISSIONERS

FEBRUARY 5, 2015

7:00 P.M.

AGENDA

1. **Call to order by Mayor Carroll**
 - A. Prayer and Pledge
2. **Approval of the Agenda –**
3. **Citizen Comments – (Limited to the first 5 citizens to sign in and a limit of 3 minutes each). –**
4. **Awards and/or Recognitions –**
 - A. Retirement Ceremony honoring Fire Chief Mike Cooper
5. **Public Announcements –**
6. **Staff Comments –**
7. **Approval of the Minutes –**
8. **Consent Agenda Consisting of Items as Follows:**
 - A. Approval of the Minutes from the January 15, 2014 Public Hearing
 - B. Approval of the Minutes from the January 15, 2014 Board of Commissioners Meeting
 - C. Second Reading of Bill #2015-01, Ordinance No. 866, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2014-2015 Budget (Bridge at Turnbull Creek)
 - D. Second Reading of Bill #2015-02, Ordinance No. 867, An Ordinance of the City of Fairview, Tennessee to Add a New Section to the City of Fairview, Tennessee Zoning Ordinance, Article XIV Section 14-112, Page XIV – 39, Vested Development Rights, And Providing for Conflicts Within the Zoning Ordinance, Effective Date and Severability Within the New Section and the Existing Zoning Ordinance
 - E. Second Reading of Bill #2015-03, Ordinance No. 868, An Ordinance to Amend the Municipal Code of the City of Fairview, Tennessee, Municipal Code Title 20, Miscellaneous, Chapter 6, Fees for Use of Facilities in Bowie Park Section 20-601 (1) Miscellaneous (a) Fees and Correct Spelling in Municipal Code Title 20, Miscellaneous, Chapter 6, Fees for Use of Facilities in Bowie Park Section 20-601 (1) Miscellaneous (b)
 - F. Resolution #06-15, A Resolution to Set a Public Hearing for the Purpose of Obtaining Public Comment on Ordinance No. 869, Bill #2015-04, An Ordinance to Amend City of Fairview, Tennessee, Zoning Ordinance, Article XVII, Section 16-104.3, "Board of Zoning Appeals, Membership"
9. **Old Business**
10. **New Business**
 - A. Discuss and/or Take Action on Certificate of Compliance for Fairview Liquors and Fine Wines, 2382 Fairview Blvd, owners: Jean A Dolan, Ken Karger & Ann McConnell – Sutton
 - B. Discuss and/or Take Action on Certificate of Compliance Renewal for Good Times Spirits and Wines, owner: Jeff McCord - Sutton
 - C. Discuss and/or Take Action on Bill #2015-04, Ordinance No. 869, An Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Code, Article XVII, Section 15-104.3, "Board of Zoning Appeals, Membership." – Sutton
 - D. Discuss and/or Take Action on Service Contract for IT in Courtroom – Bissell
 - E. Discuss and/or Take Action on the Recently Passed Resolution Concerning Gifts to the City - Bissell
 - F. Discuss and/or Take Action on Bowie Park Summer Camp Fee Change – Crutcher

- G. Discuss and/or Take Action on Grant Committee - Carroll
- H. Discuss and/or Take Action on Assistance to the Hearing Impaired in Attendance of Meetings at City Hall – Sutton

11. City Manager Items for Discussion –

- A. Miscellaneous Updates –
- B. City Attorney Comments -

12. Communications from the Mayor and Commissioners –

13. Adjournment.

8A

CITY OF FAIRVIEW

BOARD OF COMMISSIONERS PUBLIC HEARING

January 15, 2015

Patti L Carroll, Mayor
Toney R Sutton, Vice-Mayor
Allen Bissell, Commissioner
Shannon L Crutcher, Commissioner
Stuart L Johnson, Commissioner
Wayne Hall, Interim City Manager
Larry Cantrell, City Attorney
Brandy Johnson, City Recorder

Present: Carroll, Sutton, Bissell, Crutcher, Johnson
Others Present: Hall, Daugherty, Humber, Cantrell, Johnson

1. Mayor Carroll opened the public hearing at 7:01 p.m.
2. Mayor Carroll stated that the purpose of this hearing is for citizens comments on the following:
 - A. BILL #2014-42, ORDINANCE NO. 864, AN ORDINANCE TO ANNEX CERTAIN PROPERTY, LOCATED AT 7300 STARK LANE, HEREIN DESCRIBED BELOW AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE; BELONGING TO JASON LANKFORD AND SHANNON LANKFORD. ALL THE PROPERTY PROPOSED FOR ANNEXATION LIES WITHIN THE CITY OF FAIRVIEW, TENNESSEE'S GROWTH BOUNDARY – No Comments
3. Mayor Carroll adjourned the public hearing at 7:02 p.m.

Brandy Johnson
City Recorder

CITY OF FAIRVIEW

8B

BOARD OF COMMISSIONERS MEETING MINUTES

January 15, 2015

Patti L Carroll, Mayor
Toney R Sutton, Vice-Mayor
Allen Bissell, Commissioner
Shannon L Crutcher, Commissioner
Stuart L Johnson, Commissioner
Wayne Hall, City Manager
Larry Cantrell, City Attorney
Brandy Johnson, City Recorder

Present: Carroll, Sutton, Bissell, Crutcher, Johnson

Others Present: Hall, Cantrell, Humber, Daugherty, Johnson, Paisley

1. **Call to order by Mayor Carroll** at 7:02 p.m.
 - A. Prayer and Pledge led Commissioner Johnson
2. **Approval of the Agenda** – Vice Mayor Sutton made a motion for approval with Commissioner Bissell seconding. Commissioner Johnsons stated the city attorney requests the addition of item 11K under new business for Resolution 5-15 and Recorder Johnson notes items 11J and 10A need to be heard out of order just before item 8 Consent Agenda. All were in favor.
3. **Business Spotlight** – Anytime Fitness, 7048 City Center Way, Motto: Be Stronger than Your Excuses! Anytime Fitness has over 2100 locations nationwide open 24/7. Anytime Fitness offers personal training and group fitness in a safe and secure facility plus online services. Karen brought complimentary 7 day passes and informed us of January enrollment of only \$15 (regularly \$49).
4. **Awards and/or Recognitions** –
 - A. Employee of the Month Recognition to Corporal Kodi Knight
 - B. Colonel Aide de Camp certificate presentation to City Manager Hall by State Representative Jeremy Durham
5. **Citizen Comments** – NONE
6. **Public Announcements** –
 - A. City Manager Hall notes emissions testing every Monday and Tuesday from 7:30 am until noon.
 - B. City Recorder Johnson presents a power point on the design details of the new city flag
7. **Staff Comments** - NONE
8. **Approval of the Minutes** – (see consent agenda)
10. **Old Business** – (heard out of order)
 - A. Discuss and/or Take Action on Second Reading of Bill #2014-40, Ordinance No. 862, An Ordinance to Amend the City of Fairview, Tennessee, Title 1, Chapter 1, Section 1-103, "Order of Business." – Vice Mayor Sutton read the caption. Commissioner Bissell made a motion for approval with Vice Mayor Sutton seconding. Commissioner Crutcher

asked about a couple of typos to be corrected. All were in favor subject to correction of typographical errors.

11. New Business – (heard out of order)

- J. Discuss and/or Take Action on Resolution #01-15, A Resolution Creating a Consent Agenda for the City of Fairview, Tennessee – Mayor Carroll read the caption with Commissioner Bissell making a motion for approval and Vice Mayor Sutton seconding. All were in favor.

9. Consent Agenda Consisting of Items as Follows:

Mayor Carroll states a reminder that citizens can request items be removed from the consent agenda by discussing with a Board member prior to the start of the meeting.

- A. Approval of the Minutes from the December 18, 2014 Public Hearing
- B. Approval of the Minutes from the December 18, 2014 Board of Commissioners Meeting
- C. Discuss and/or Take Action on Second Reading of Bill #2014-42, Ordinance No. 864, An Ordinance to Annex Certain Property, Located at 7300 Stark Lane, Herein Described Below and to Incorporate Same Within the Corporate Boundaries of the City of Fairview, Tennessee; Belonging to Jason Lankford and Shannon Lankford. All the Property Proposed for Annexation Lies Within the City of Fairview, Tennessee's Growth Boundary
- D. Discuss and/or Take Action on Resolution 26-14, A Resolution Adopting a Plan of Services for the Annexation of Property Belonging to Jason Lankford and Shannon Lankford and to Incorporate the Same Within the Corporate Boundaries of the City of Fairview, Tennessee. The Property is Located at 7300 Stark Lane, Fairview, Tennessee, and is Shown on City of Fairview, Tennessee, Geological Listing of Assessment Roll Map 18, Parcel 14

Vice Mayor Sutton read captions for item 8C with Commissioner Bissell making a motion for approval and Vice Mayor Sutton seconding. All were in favor.

10. New Business

- A. Discuss and/or Take Action on Bill #2015-02, Ordinance No. 867, An Ordinance of the City of Fairview, Tennessee to Add a New Section to the City of Fairview, Tennessee Zoning Ordinance, Article XIV Section 14-112, Page XIV – 39, Vested Development Rights, And Providing for Conflicts Within the Zoning Ordinance, Effective Date and Severability Within the New Section and the Existing Zoning Ordinance – Vice Mayor Sutton read the caption and made a motion for approval with Commissioner Bissell seconding. Attorney Cantrell states the majority of the operations proceedings are mandated by the state with a few exceptions where the city can interject their preferences. Commissioner Crutcher pointed out two typos which were noted to be changed prior to the second reading. All were in favor.
- B. Discuss and/or Take Action on Resolution #04-15, A Resolution of the Board of Commissioners of the City of Fairview, Tennessee, Establishing a Uniform Policy on the Acceptance of Gifts and Other Donations to the City – Mayor Carroll read the caption. Commissioner Crutcher asks Attorney Cantrell what exactly this is and why it is on the agenda. Cantrell states it came out of good intentions around budget time of a citizen wanting to give cash to the general fund which is not legal. He continues that we need a policy in place of who can accept gifts, what gifts are acceptable and how they can be accepted. We should do our due diligence based on the complexity of the gift. Commissioner Crutcher requests information prior to the release of the agenda so he may know how to answer any questions from citizens and Attorney Cantrell states he will prepare a brief summary to send along with the agenda. Vice Mayor Sutton made a motion for approval with Commissioner Johnson seconding. All were in favor.
- C. Discuss and/or Take Action on Resolution #03-15, A Resolution Requesting the General Assembly of the State of Tennessee and Specifically State Senator Jack Johnson and State Representative Jeremy Durham to Sponsor a Private Act for Passage in the State Legislature on Behalf of the City of Fairview, Tennessee for Relief from the City of

Fairview, Tennessee Charter Provision C-28, Codified in Tennessee Code Annotated §6-20-215 Requiring that Every Ordinance Either Have The Ordinance or if Adopted by Ordinance the Caption to Every Ordinance Read on Two (2) Separate Occasions to Pass any Ordinance by the City of Fairview, Tennessee - Vice Mayor Sutton reads the caption and makes a motion for approval with Commissioner Johnson seconding. Johnson states this is to help the consent agenda work as it should so we won't have to read the ordinance captions. Roll call vote; JOHNSON: aye, SUTTON: aye, CRUTCHER: aye, BISSELL: aye, CARROLL: aye. Motion passes unanimously.

- D. Discuss and/or Take Action on a Fairview Leadership Program – Mayor Carroll proposes starting a leadership program for our community noting she participated in the Williamson County School's ambassador program and greatly benefited from it. The program would be similar in style to the Leadership Nashville program already in place. It would be approximately a 6 week program to provide the opportunity to see how the city runs. She would like to include department heads, speakers, see how each department works as a way to invest in our community. Mayor Carroll makes a motion to begin a leadership program with Vice Mayor Sutton seconding noting he thinks it is a great idea. Carroll states she would love to take the lead on this program but would also love input from the Board. All were in favor.
- E. Discuss and/or Take Action on Bill #2015-01, Ordinance No. 866, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2014-2015 Budget (Bridge at Turnbull Creek) – Vice Mayor Sutton read the caption. Bissell defers to Crutcher who makes a motion for approval with Vice Mayor Sutton seconding. Crutcher states this is a budget amendment to move \$2,000 from the Park Fund to build a pedestrian bridge over Turnbull Creek. He notes it has been a safety issue and they will use telephone poles as the base to construct the bridge. Crutcher continues that park staff wants to construct the bridge during the winter months and it will make the trail more accessible to all. Mayor Carroll confirms the funds will come from the Park Fund. Attorney Cantrell suggests the city engineer review the structure and asks what class the poles are. Parks Director Paisley states they are environmentally friendly and are class 1 or 2. All were in favor.
- F. Discuss and/or Take Action on Recommendations from the Finance Review Committee – Bissell states there are no recommendations at this time. Bissell gives the following update: most of the committee is working on revisions of the Policy and Procedure Manual, Bissell is working on health insurance for next year, they developed a plan for the budget process where more responsibility falls on the department heads and at the next committee meeting they are working on an analysis of the fire department payroll system. No action needed.
- G. Discuss and/or Take Action on Setting a Workshop for all Boards and/or Committees to Define their Role and Structure – Commissioner Bissell states it has come to his attention that we continue to have situations where there is not a clear line of authority with boards and committees and he believes it would be good to have a meeting with the chairmen from all boards and committees directly following the Town Hall meeting. Vice Mayor Sutton makes a motion to have the meeting as noted above with Commissioner Bissell seconding. Commissioner Johnson states this was actually recommended by a citizen. There was some discussion and the Board all liked the idea of the workshop and clarifying any issues. Commissioner Crutcher suggested any recommendations to the Board be presented in writing. Johnson noted that several of the boards are not keeping or submitting minutes as they are required to do either. Mayor Carroll states she would like a copy of all minutes sent to the Board. It was decided that the committee chair or a representative from each committee should plan to attend the workshop. All were in favor and Commissioner Bissell states he will do his homework and put together a packet.
- H. Discuss and/or Take Action on Resolution #02-15, A Resolution of the City of Fairview, Tennessee Authorizing the City's Chief Financial Officer/Budget Officer to Transfer Moneys from one Appropriation to Another Within the Same Fund – Vice Mayor Sutton read the caption. CFO Daugherty states this will allow him to transfer funds within the same department so that shortfalls or overages within a department can be shifted

without affecting the bottom line. Daugherty states according to MTAS most cities do business this way. Cantrell confirms that is correct that the state gives the BOC the authority the grant this authority to the CFO who must report to the Board at the next meeting where the funds were moved and the amount(s). Vice Mayor Sutton made a motion for approval with Commissioner Bissell seconding. Commissioner Johnson asked Attorney Cantrell if he would say this has happened here and Cantrell states he has no personal knowledge but it does happen and so is best to grant authority with the requirement to report the action to the Board. Crutcher requests clarification on whether the transfers would be within a fund or department and Daugherty states department. Mayor Carroll requests CFO Daugherty add this information to his monthly finance report as well. All were in favor.

- I. Discuss and/or Take Action on Bill #2015-03, Ordinance No. 868, An Ordinance to Amend the Municipal Code of the City of Fairview, Tennessee, Municipal Code Title 20, Miscellaneous, Chapter 6, Fees for Use of Facilities in Bowie Park Section 20-601 (1) Miscellaneous (a) Fees and Correct Spelling in Municipal Code Title 20, Miscellaneous, Chapter 6, Fees for Use of Facilities in Bowie Park Section 20-601 (1) Miscellaneous (b) – Vice Mayor Sutton read the caption. Commissioner Crutcher makes a motion for approval with Vice Mayor Sutton seconding. Parks Director Paisley states the park staff would like to be able to change program fees to remain competitive of other summer camps in the area. Commissioner Crutcher asks if this only applies to summer camps. Attorney Cantrell states it applies to all miscellaneous fees of the parks which have not been changed since 2004 when the original ordinance was passed. This would give the Parks department an opportunity to act quickly by recommending to the City Manager the fee structure for his approval. Crutcher asks what if the Board doesn't agree with the fees set? There was discussion stating this is not to institute new fees and certainly does not include any kind of park access fee. Commissioner Bissell amends the motion to approve and make a policy that any adjustments to fees are reported to the Board each month with Vice Mayor Sutton seconding. Cantrell states the City Manager should report the fees to the Board before they are instituted. All were in favor.
- K. Discuss and/or Take Action on Resolution No. 05-15, A Resolution to Set a Public Hearing for the Purpose of Obtaining Public Comment on the Addition of a New Section to the City of Fairview, Tennessee Zoning Ordinance, Article XIV, Section 14-112, Page XIV – 39, Vested Development Rights, and Providing for Conflicts Within the Zoning Ordinance, Effective Date and Severability Within the New Section – Commissioner Johnson read the caption and made a motion for approval with Vice Mayor Sutton seconding. All were in favor.

10. City Manager Items for Discussion –

A. Miscellaneous Updates –

- i. City Manager Hall notes our website is being updated and the new site should be online soon. City Hall is closed Monday for Martin Luther King, Jr. day and the Codes Review Committee is scheduled to meet on Thursday, January 29th at 5:30 just prior to the Town Hall meeting.
- ii. Vice Mayor Sutton states he would like to request that contact to be made with Becky Coil who is in charge of the Citizens Watch program with the Williamson County Sheriff's Department would like to start back the program in Fairview noting he has had several requests for this recently and we should all do what we can to help out our local police. Sutton also requests an item be placed on the next agenda to discuss and/or take action on implementing a program of assistance to the hard of hearing in the audience at city hall.
- iii. Mayor Carroll asks about any questions on the City Manager Report or Finance Presentation and Mr. Hall states they will be on the website tomorrow.

- ##### **B. City Attorney Comments –**
- Attorney Cantrell will create the summary on resolutions/ordinances as requested and pass along to Recorder Johnson to fill in the numbering to match the agenda. He also reminds those who need to file a state ethics report to do so by January 31 on their website and failure to do so can result in a hefty penalty up to removal from office.

11. Communications from the Mayor and Commissioners –

- A. Commissioner Bissell thanks the Board for passing the consent agenda and notes he feels a sense of accomplishment. He went to the county meeting on Monday and really liked their voting equipment. Bissell is in favor of pursuing technology such as tablets and is hoping the technology can get back on the agenda as soon as our finances improve.
- B. Commissioner Crutcher offered congratulations to Mr. Hall and wants the people to know what kind of City Manager we have. He recently contacted Mr. Hall about a minor issue and it was resolved the next day.
- C. Commissioner Johnson – no comments
- D. Vice Mayor Sutton - no comments
- E. Mayor Carroll states she is excited about the leadership program as a way to get citizens involved. She also notes they had a great trip to the county meeting.

12. Adjournment – Vice Mayor Sutton made a motion for adjournment with Commissioner Johnson seconding. All were in favor and meeting was adjourned at 8:46 p.m.

Brandy Johnson
City Recorder

8C

Bill # 2015-01ORDINANCE NO. 866**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW,
TENNESSEE, BUDGET FOR FISCAL YEAR 2014 – 2015 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 2014 - 2015 (beginning July 1, 2014 and running through June 30, 2015) 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 2014 – 2015 budget by passage of Ordinance Number 840 on June 30, 2014, 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 2014-2015 BUDGET AS FOLLOWS:

Section 1. Ordinance 840 is hereby amended to move funds from the Park Fund to Park Improvements Other Than Buildings to cover the expense of constructing a bridge over Turnbull Creek.

General Fund

Transfer From Account #	Current Balance	Transfer Amount	New Balance
110-11227	\$203,528.68	\$ 2,000.00	\$201,528.68

Expenditures Account #	Current Budget	Amendment Amt	New Budget Amt
110-44700-930	\$ 3,715.00	\$ 2,000.00	\$ 5,715.00

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

January 15, 2015

Passed Second Reading

Walking bridge over Turnbull Creek on Perimeter Trail

The Park Staff is requesting the Board of Commissioners approve the purchase of materials to construct a bridge over Turnbull Creek using the Bowie Park Fund. We estimate the cost of the bridge not to exceed the amount of \$2,000.00.

Currently there is a section of Perimeter Trail in which our visitors have to cross a part of Turnbull Creek without the safety and convenience of a bridge. Throughout the year there is running water at this intersection in the creek. This causes visitors to cross in the water or turn around. We would like to build a walking bridge to provide access to foot traffic and other visitors that are not capable or would otherwise prefer not to cross the water. Also, we consider the lack of a bridge in this area to be a safety concern that needs to be addressed. With the bridge in place, we can provide a safe and dry way to cross over the creek.

This money will be used to purchase the lumber and other materials needed to fully complete the construction of the bridge. We will be using the utility poles donated to the city by MTEMC. The labor will be done by park staff. We plan to build the bridge in the upcoming weeks of winter while visitor volume on the trail system is down and will cause minimal inconvenience to the public.

A member of the park staff has created a schematic in which to build the bridge. We have a plan in place and are ready to purchase materials and begin.

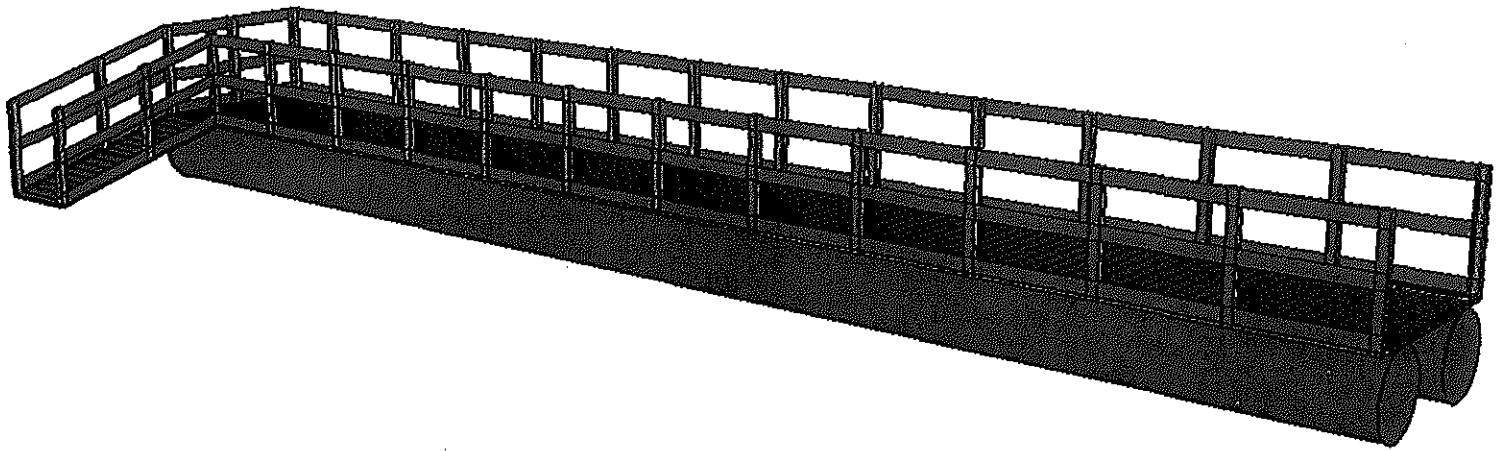
The park staff believes this is a good use of the Bowie Park Fund because the bridge will provide better access to the general public when traveling on the Perimeter Trail in Bowie Nature Park. It will be a fixture in the park and provide a necessary improvement to the trail system.

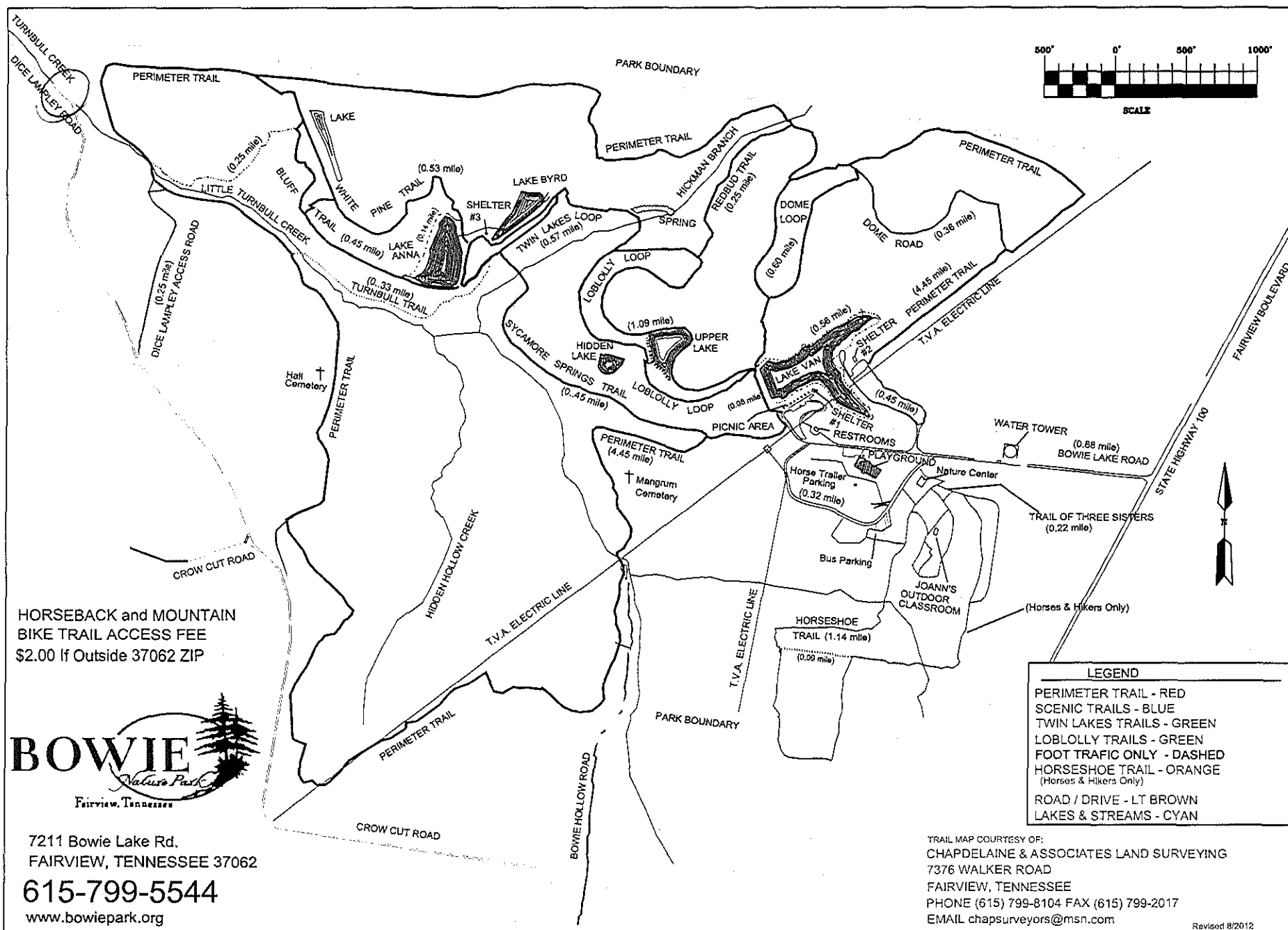
Thank you for your consideration.

A handwritten signature in black ink, appearing to read "B. Bissell", written in a cursive style.

Bryan Bissell

Park Superintendent





8D

BILL # 2015-02

ORDINANCE NO. 867

AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE TO ADD A NEW SECTION TO THE CITY OF FAIRVIEW, TENNESSEE ZONING ORDINANCE, ARTICLE XIV SECTION 14-112, PAGE XIV – 39, VESTED DEVELOPMENT RIGHTS, AND PROVIDING FOR CONFLICTS WITHIN THE ZONING ORDINANCE, EFFECTIVE DATE AND SEVERABILITY WITHIN THE NEW SECTION AND THE EXISTING ZONING ORDINANCE.

WHEREAS, the Tennessee General Assembly has enacted Public Chapter 686 the (Vested Property Rights Act of 2014) (the "Act"), which is codified by amending Tennessee Code Annotated, Sections 13-4-310 and 13-3-413. This act establishes statewide standards under which "vesting periods" is commenced upon the approval of new development plans; and

WHEREAS, during the vesting periods established under the new Act, local governments may not apply development standards other than those in effect at the time of approval of the development plan, except as permitted by the Act; and

WHEREAS, the Act takes effect January 1, 2015, provided that local governments may pass an ordinance or resolution prior to such effective date to identify the types of development plans that will cause property rights to become vested and specify the actions that constitute approval of such development plans; and

WHEREAS, the revisions to the City of Fairview, Tennessee, Zoning Ordinance set forth herein are intended to implement the requirements of the Act in regard to development plans approved by the City of Fairview, Tennessee.

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

Section 1: That Section 14 – 112 Of the Zoning Ordinance of the City reads as follows:

14 – 112.1 SITE PLAN SUBMISSION.

- I.* General requirements – The owner or developer shall submit three copies or as many as may be required of his proposed site plan to the Fairview Codes Department thirty (30) days prior to the intended date of site alteration. The Codes Department and any other necessary City Advisory Agencies shall consider the site plan in light of the provisions of this chapter and approve or disapprove same

as required, the plans then shall be returned to the owner or his agent with the date of such approval or disapproval noted thereon over the signature of the Director of Codes, Building Official and Fairview Fire/Police Chief or any of their designees.

- II.** Vested Property Rights – The Tennessee General Assembly enacted Public Chapter No. 686, the "Vested Property Rights Act of 2014" which amends Title 13, Chapter 3 specifically T.C.A. § 13-3-413 regarding the powers of regional planning commissions. As enacted, far-reaching statutory requirements are established relative to development standards and vested property rights for landowners and developers that will affect the ability of cities to establish and update contemporary development standards to guide land use and growth in the future.

14 – 112.2 Definitions of Vested Property Rights

"Applicant" means a landowner or developer or any party, representative, agent, successor, or heirs of the landowner or developer.

"Construction" means the erection of construction materials in a permanent manner, and includes excavation, demolition, or removal of an existing building.

"Development plan" means both a preliminary development plan and a final development plan.

"Development standards" means all locally adopted or enforced standards applicable to the development of property including, but not limited to planning: storm water requirements; layout; design; local infrastructure construction standards, off-site improvements, lot size, configuration, and dimensions. NOT included are standards required by federal or state law, or building construction safety codes.

"Final development plan" means a plan approved by the local government describing with reasonable certainty the use of property. Such plan may be in the form of, but not limited to, a planned unit development plan; subdivision plat; general development plan; subdivision infrastructure construction plan; final engineered site plan; or any other land-use approval designated and utilized. Unless otherwise expressly provided by the City of Fairview, Tennessee, such a plan shall include the boundaries of the site; significant topographical features affecting the development of the site; locations of improvements; building dimensions; and the location of all existing and proposed infrastructure on the site. Neither a sketch plan nor

document that fails to describe with reasonable certainty the use and development scheme may constitute a final development plan.

"Preliminary development plan" means a plan submitted to facilitate initial public feedback, and secure preliminary approvals from local government. It serves as a guide for all future improvements.

"Site preparation" means excavation, grading, demolition, drainage, and physical improvements such as water and sewer lines, footings, and foundations.

14 – 112.3 Vesting Rights and Periods

Vested property rights are established for any preliminary development plan, final development plan (where no preliminary development plan is required), or building permit issued to allow construction of a building to commence where there is no local requirement for prior approval of a preliminary development plan.

During the vesting period, the locally adopted development standards in effect on the date of approval remain the development standards applicable to that property or building during the vesting period as follows:

Building permit projects (no preliminary plan approval) – The vesting period commences on the date of building permit issuance and remains in effect for the period authorized by the building permit.

- Development plan project – The vesting period applicable to a development plan is three (3) years, beginning on the date of approval of the preliminary development plan; provided the applicant obtains final development plan approval, secures permits, and commences site preparation within the three (3)-year vesting period.

If the applicant obtains approval of a final development plan, secures permits, and commences site preparation within the three (3)-year vesting period, then the vesting period is extended an additional two (2) years (to a total of five (5) years) to commence construction from the date of preliminary plan approval. During the two (2) year period, the applicant shall commence construction and maintain any necessary permits to remain vested.

If construction commences within the five (5)-year vesting period following preliminary development plan approval, the development standards in effect on the date of approval remain in effect until final completion of the project, provided, however, that the vesting period shall not exceed ten (10) years unless the City of Fairview,

Tennessee grants an extension through an ordinance or resolution; and provided further that the applicant maintain all necessary permits during the ten (10) year period.

Multi-phase projects A separate vesting period applies for projects proceeding in two (2) or more sections or phases (as set forth in the development plan). The development standards in effect on the date of approval of the preliminary development plan for the first section or phase remain in effect for all subsequent sections or phases; provided the total vesting period does not exceed fifteen (15) years unless the City of Fairview, Tennessee grants an extension through an ordinance or resolution; and provided that the applicant maintain all necessary permits during the fifteen (15) -year period.

Type of Project	Effective Date	Vesting Period	Total Vesting Period to Maintain Vested Rights	Required Actions
Building Permit (No development plan required)	Date of Issuance of Building Permit	Period authorized by the building permit	Period authorized by the building permit	Complete construction within period authorized by the building permit
Development Plan				
Preliminary Development Plan	Date of Issue	3 Years	3 Years	Obtain Final Development Plan approval; secure permits; and commence site preparation
Final Development Plan	3 years from date of Preliminary Plan approval	2 Years	5 Years	Commence construction, maintain permits
	5 years from date of Preliminary Plan approval	5 Years	10 Years	Complete construction; maintain permits
Multi-phase or sections	Date of Issue of Preliminary Development Plan	Separate vesting period for each phase or section	15 Years	Complete construction for each phase; maintain permits

A vested property right attaches to and runs with the applicable property and confers upon the applicant the right to undertake and complete the development and use such property under the terms and conditions of a development plan, including any amendments thereto or under the terms and conditions of any building permit that has been issued with respect to the property.

14 – 112.4 Development plans

"Preliminary development plan" means a plan which has been submitted by an applicant and that depicts a single-phased or multi-phased planned development typically used to facilitate initial public feedback and secure preliminary approvals from local governments. Examples of information found on development plans include

proposed land uses, density and intensity of development, public utilities, road networks, general location of off-street parking, building location, number of buildable lots, emergency access, open space, and other environmentally sensitive areas such as lakes, streams, hillsides, and view sheds. An approved preliminary development plan serves as a guide for all future improvements within defined boundaries.

"Final development plan" means a plan which has been submitted by an applicant and approved by a local government describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may be in the form of, but is not be limited to, any of the following plans or approvals:

- (i) A planned unit development plan;
- (ii) A subdivision plat;
- (iii) General development plan;
- (iv) Subdivision infrastructure construction plan;
- (v) Final engineered site plan; or
- (vi) Any other land-use approval designation as may be utilized by the City of Fairview, Tennessee.

Preliminary Development Plans and Final Development Plans shall include the boundaries of the site; significant topographical and other natural features affecting development of the site; the location on the site of the proposed buildings, structures, and other improvements; the dimensions, including height, of the proposed buildings and other structures or a building envelope; and the location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. A variance shall not constitute a final development plan, and approval of a final development plan with the condition that a variance be obtained shall not confer a vested property right unless and until the necessary variance is obtained. Neither a sketch plan nor any other document which fails to describe with reasonable certainty the type of use, the intensity of use, and the ability to be served with essential utilities and road infrastructure for a specified parcel or parcels of property may constitute a final development plan.

14 – 112.5 Approval of a Development Plan

Approval of a development plan, regardless of type described above under the "Development Plan" section, shall occur when the

development plan submitted shall be determined by the City of Fairview, Tennessee to meet all local, state and federal regulations governing the development.

14 – 112.6 Termination of Vesting Rights

During the vesting period, the locally adopted development standards which are in effect on the date of approval of a preliminary development plan or the issuance of a building permit, whichever applies, remain the development standards applicable to the property described in such preliminary development plan or permit, except such vested property rights terminate upon a written determination by the City of Fairview, Tennessee under the following circumstances:

- When the applicant violates the terms and conditions specified in the approved development plan or building permit; provided, the applicant is given ninety (90) days from the date of notification to cure the violation; provided further, that the City of Fairview, Tennessee, may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;
- When the applicant violates any of the terms and conditions specified in the local ordinance or resolution; provided, the applicant is given ninety (90) days from the date of notification to cure the violation; provided further, that the City of Fairview, Tennessee, may, upon a determination that such is in the best interest of the community, grant, in writing, an additional time period to cure the violation;
- Upon a finding by the City Fairview, Tennessee, that the applicant intentionally supplied inaccurate information or knowingly made misrepresentations material to the issuance of a building permit or the approval of a development plan or intentionally and knowingly did not construct the development in accordance with the issued building permit or the approved development plan or an approved amendment for the building permit or the development plan; or
- Upon the enactment or promulgation of a state or federal law, regulation, rule, policy, corrective action or other governance, regardless of nomenclature, that is required to be enforced by the City of Fairview, Tennessee, and that precludes development as contemplated in the approved development plan or building permit, unless modifications to the development plan or building permit can be made by the applicant, within ninety (90) days of notification of the new requirement, which will allow the applicant to comply with the new requirement.

The City of Fairview, Tennessee, may allow a property right to remain

vested despite such a determined occurrence when a written determination is made that such continuation is in the best interest of the community by the City of Fairview, Tennessee.

14 – 112.7 Development Standards Enforcement

A vested development standard shall not preclude city enforcement of any development standard when:

- The City of Fairview, Tennessee, obtains the written consent of the applicant or owner;
- The City of Fairview, Tennessee, determines, in writing, that a compelling, countervailing interest exists relating specifically to the development plan or property which is the subject of the building permit that seriously threatens the public health, safety or welfare of the community and the threat cannot be mitigated within a reasonable period of time, as specified in writing by the City of Fairview, Tennessee, by the applicant using vested property rights;
- Upon the written determination by the City of Fairview, Tennessee, of the existence of a natural or man-made hazard on or in the immediate vicinity of the subject property, not identified in the development plan or building permit, and the said hazard, if not corrected, would pose a serious threat to the public health, safety, or welfare and the threat cannot be mitigated within a reasonable period of time, as specified in writing by the local government, by the applicant using vested property rights;
- A development standard is required by federal or state law, rule, regulation, policy, corrective action, order, or other type of governance that is required to be enforced by the City of Fairview, Tennessee, regardless of nomenclature; or
- The City of Fairview, Tennessee, is undertaking an action initiated or measure instituted in order to comply with a newly enacted federal or state law, rule, regulation, policy, corrective action, permit, order, or other type of governance, regardless of nomenclature.

14 – 112.8 Development Plan Amendment

An amendment to an approved development plan by the applicant must be approved by the City of Fairview, Tennessee, to retain the protections of the vested property right. An amendment may be denied based upon a written finding by the City of Fairview, Tennessee, that the amendment:

- Alters the proposed use;
- Increases the overall area of the development;

- Alters the size of any nonresidential structures included in the development plan;
- Increases the density of the development so as to affect traffic, noise or other environmental impacts; or
- Increases any local government expenditure necessary to implement or sustain the proposed use.

If an amendment is denied by the City of Fairview, Tennessee, based upon such a written finding, then the applicant may either proceed under the prior approved plan with the associated vested property right or, alternatively, allow the vested property right to terminate and submit a new application. Notwithstanding the foregoing, a vested property right shall not terminate if the City of Fairview, Tennessee, determines, in writing, that it is in the best interest of the community to allow the development to proceed under the amended plan without terminating the vested property right.

14 – 112.9 Waiver Rights Prohibited

The City of Fairview, Tennessee, may not require an applicant to waive the applicant's vested rights as a condition of approval, or as a consideration of approval, of a development plan or the issuance of a building permit.

14 – 112.10 Extension of Rights

The vesting period for an approved construction project may be extended as deemed advisable by the City of Fairview, Tennessee.

14 – 112.11 Zoning with Vested Property Rights

A vested property right, once established, precludes the effect of any zoning action by the City of Fairview, Tennessee, which would change, alter, impair, prevent, diminish, or otherwise delay the development of the property, while vested, as described in an approved development plan or building permit. With said exception, nothing shall preclude, change, amend, alter or impair the authority of the City of Fairview, Tennessee, to exercise its zoning authority.

14 – 112.12 Development Moratorium

In the event the City of Fairview, Tennessee, enacts a moratorium on development or construction, the vesting period established by this act shall be tolled during the moratorium period.

14 – 112.13 Eminent Domain with Vested Property Rights

A vested property right does not preclude, change, amend, alter or impair the authority of the City of Fairview, Tennessee, to exercise its eminent domain powers as provided by law.

Section 2. That all Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent necessary to implement this ordinance.

Section 3: In the event that any part of this ordinance is invalidated by a court of competent jurisdiction, all other parts shall remain in full force and effect unless otherwise lawfully repealed or amended.

Section 4. 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: January 15, 2015

Passed second reading: _____

Public Hearing Held on: _____

APPROVED BY THE FAIRVIEW, TENNESSEE MUNICIPAL
PLANNING COMMISSION

This the 13th day of January, 2015.

Lisa Anderson
Planning Commission, Chairman

Bill # 2015-03**ORDINANCE NO. 868**

AN ORDINANCE TO AMEND THE MUNICIPAL CODE OF THE CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL CODE TITLE 20, MISCELLANEOUS, CHAPTER 6, FEES FOR USE OF FACILITIES IN BOWIE PARK, SECTION 20-601 (1) MISCELLANEOUS (a) FEES AND CORRECT SPELLING IN MUNICIPAL CODE TITLE 20, MISCELLANEOUS, CHAPTER 6, FEES FOR USE OF FACILITIES IN BOWIE PARK, SECTION 20-601(1) MISCELLANEOUS (b).

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 City of Fairview, Tennessee, needs to amend the City of Fairview, Tennessee Municipal Zoning Code, Title 20 Miscellaneous, Chapter 6, Fees for Use of Facilities in Bowie Park, Section 20-601(1) miscellaneous (a) Fees and Correct Spelling in Municipal Code Title 20, Miscellaneous, Chapter 6, Fees for 601(1) Miscellaneous (b).

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

1. Chapter 6, Fees for Use of Facilities in Bowie Park, Section 20-601(1) miscellaneous (a) Fees is hereby repealed in its entirety and amended to read as follows:
2. Chapter 6, Fees for Use of Facilities in Bowie Park, Section 20-601(1) miscellaneous (a) Fees is amended to read as follows:

20-601. Fees for use of Facilities in Bowie Park. The following fees shall be charged for the use of the following facilities in Bowie Park.

(1) Miscellaneous. (a) Fees.

- (1). The events and the fees to be charged to individuals, business(profit and non - profit) and all entities who desire to conduct or participate in such events shall be determined as required by the City of Fairview Park Staff and forwarded to the City Manager for approval.
- (2). Upon approval by the City Manager of the fees for events described in (a)(1) of this Ordinance, the City Manager will direct the location for the posting of these fees. The posting of the fees

shall include but not be limited to the City's website, City Recreational Center and such bulletin Boards in Bowie Park that the City Parks Department deems appropriate.

(3) No event(s) or the fee(s) determined by the City of Fairview Parks Department to be charged for participating in the event shall be posted or charged until they are approved by the City Manager and communicated by the City Manager to the Board of Commissioners at a regular or special meeting of the said Board.

BE IT FURTHER ORDAINED, that Municipal Code Title 20, Miscellaneous, Chapter 6, Fees for 601(1) Miscellaneous (b) as it presently reads is as follows:

It shall be a violation of this chapter for any person or persons required to pay a fee for trail usage in Bosie Park in Fairview, Tennessee as directed by this chapter to fail to pay the fee, in accordance with this chapter shall subject the violator to the following:

Municipal Code Title 20, Miscellaneous, Chapter 6, Fees for 601(1) Miscellaneous (b).as amended reads as follows:

It shall be a violation of this chapter for any person or persons required to pay a fee in accordance with Chapter 6, Section 20-601 (1)(a) for use of any facilities outlined in Chapter 6, Fees for Use of Facilities in Bowie Park, Section 20-601(1) miscellaneous (a) Fees as directed by this chapter. Failure to pay the fee in, in accordance with this chapter shall subject the violator to the following:

BE IT FURTHER ORDAINED, that all the remaining provisions of this section of the City of Fairview, Tennessee Municipal Code shall remain as they are without any change and,

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

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

Public Hearing Held _____

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 06-15

8F

A RESOLUTION TO SET A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING PUBLIC COMMENT ON ORDINANCE NO. 869, BILL NO. 2015-04 AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, ZONING ORDINANCE, ARTICLE XVII, SECTION 16-104.3, "BOARD OF ZONING APPEALS, MEMBERSHIP"

WHEREAS, The City of Fairview, Tennessee is in the process of changing the City Zoning Ordinance, Article XVII, Section 16-104.3, "Board of Zoning Appeals, Membership," 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 Ordinance Change and,

WHEREAS, the Board of Commissioners for the City of Fairview, Tennessee have determined that March 5th, 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 changing the City Zoning Ordinance, Article XVII, Section 16-104.3, "Board of Zoning Appeals, Membership," is scheduled and will be held at 7:00 O'Clock P.M., March 5th, 2015, in the City Hall of the City of Fairview, Tennessee.

Adopted this the _____ day of _____, 2015.

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM

LARRY D. CANTRELL
CITY ATTORNEY
FAIRVIEW, TENNESSEE

CERTIFICATE OF COMPLIANCE
RETAIL PACKAGE STORE

10 A

Pursuant to Tennessee Code Annotated, Title 57, Section 57-3-208 and 57-3-213, this is to certify that:

Name of Applicant: _____ Jean A Dolan _____ (with Ken Karger & Ann McConnell) _____

Home Address: _____

Date of Birth: _____ SSN: _____

Has made application for a Certificate of Compliance to sell retail alcoholic beverages in the

County of _____ Williamson _____, State of Tennessee at _____ Fairview Liquors and Fine Wines _____

_____ 2382 Fairview Blvd, Fairview, TN 37062 _____

(Name and Street Address of Liquor Store)

and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation of the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.

This the _____ day of _____, 20 _____.

Mayor or Other Official Head of Municipality

Member of Legislative Body of Municipality

THIS CERTIFICATE OF COMPLIANCE EXPIRES NINETY (90) DAYS FROM _____.

MAIL TO:

Tennessee Alcoholic Beverage Commission

226 Capitol Boulevard Building

Suite #300

Nashville, TN 37243-0755



Bill Haslam
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000 (744-4057 for TORIS)
Facsimile (615) 744-4651 (Fiscal Svcs)
TDD (615) 744-4001



Mark Gwyn
Director

January 12, 2015

JEAN A DOLAN

FAIRVIEW, TN 37062

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found:

DOLAN, JEAN ANN

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found NO Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994

DUE DATE:	01/27/12	TOTAL DUE:	
ACCOUNT NUMBER BILLING PERIOD 12/03/11-01/02/12 for 31 days INVOICE DATE 01/10/12 PHONE NUMBER SERVICE ADDRESS JEAN DOLAN Fairview TN 37062-9616		Message to member... Do you use MTEMC's bank draft service to pay your bills? Through it, your payment is automatically deducted from your bank account on your due date... it's easy, convenient and a free service. Talk to us for details.	
ACCOUNT SUMMARY ----- Previous Balance) Payment Received (01/05/12 THANK YOU) Adjustments Miscellaneous Charges Balance Forward Current Charges Total Due		Power usage in kilowatt hours over the last 13 months 	

BREAKDOWN OF CURRENT CHARGES

Rate: RS-22-Residential
 Description:
 Meter Number: 242007
 MR. Type: Usage
 Prior Reading: 9642 Present Reading: 9986 Multiplier 10
 Kwh Usage: 3440 -Actual; Last Year 2530; Last Month 1720

Customer Charge
 Energy Charge
 TVA Fuel Cost Adjustment
 Operation Round Up
 Current charges for billing period

Adjustments

Security Deposit Interest
 Late Charges

SEE ACCOUNT SUMMARY FOR TOTAL DUE

1159144R06/5112011

709001419472

DETACH AND RETURN WITH YOUR CHECK PAYABLE TO "MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION"

709001419472

MEMBERSHIP NUMBER

ACCOUNT NUMBER

DUE DATE:	01/27/12	TOTAL DUE:	
------------------	-----------------	-------------------	--

AFTER DUE DATE, PAY:

BY REGULATORY LAW, PAYMENT RECEIVED 10 DAYS LATER THAN DUE DATE
 SUBJECTS MEMBER TO POSSIBLE DISCONNECTION

DUE DATE:	01/24/13	TOTAL DUE:	
ACCOUNT NUMBER BILLING PERIOD 12/03/12-01/07/13 for 34 days INVOICE DATE 01/10/13 PHONE NUMBER SERVICE ADDRESS <i>Jean Dolan</i> Fairview TN 37062-9616		Message to member... Do you use MTEM's bank draft service to pay your bills? Through it, your payment is automatically deducted from your bank account on your due date... it's easy, convenient and a free service. Talk to us for details.	
ACCOUNT SUMMARY ----- Previous Balance) Payment Received (01/02/13 THANK YOU) Adjustments Miscellaneous Charges Balance Forward) Current Charges Total Due		Power usage in kilowatt hours over the last 13 months <div style="text-align: center;"> kWh 4960 3720 2480 1240 0 </div> <div style="text-align: center;">J F M A M J J A S O N D J</div>	

BREAKDOWN OF CURRENT CHARGES

Rate: RS-22-Residential
Description:
Meter Number: 442089
MR. Type: Usage
Prior Reading: 2545 Present Reading: 2794 Multiplier 10
Kwh Usage: 2490 -Actual; Last Year 3440; Last Month 1620

Customer Charge
Energy Charge
TVA Fuel Cost Adjustment
Operation Round Up
Current charges for billing period

Adjustments
Security Deposit Interest

SEE ACCOUNT SUMMARY FOR TOTAL DUE

FREE TAX PREPARATION available for households with incomes up to \$50,000 through United Way's VITA program starting Feb. 2 at College Grove, Fairview and Franklin locations. Call 615-830-7940 for details.

..1159X LAR0605112011

705001695511

DETACH AND RETURN WITH YOUR CHECK PAYABLE TO "MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION"

705001695511

MEMBERSHIP NUMBER

ACCOUNT NUMBER

DUE DATE:	01/24/13	TOTAL DUE:	
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AFTER DUE DATE, PAY:

**BY REGULATORY LAW, PAYMENT RECEIVED 10 DAYS LATER THAN DUE DATE
SUBJECTS MEMBER TO POSSIBLE DISCONNECTION**

DUE DATE:	01/27/14	TOTAL DUE:																													
ACCOUNT NUMBER : BILLING PERIOD 12/07/13-01/07/14 for 32 days INVOICE DATE 01/13/14 PHONE NUMBER SERVICE ADDRESS JEAN DOLAN NEW YORK 1002-9616		Message to member... FREE TAX PREPARATION available for households with incomes up to \$58,000 through United Way's VITA program starting Feb.1 in College Grove Fairview & Franklin locations. Call 615-830-7940 for details.																													
ACCOUNT SUMMARY ----- Previous Balance Payment Received Adjustments Miscellaneous Charges Balance Forward Current Charges Total Due		Power usage in kilowatt hours over the last 13 months <table border="1" style="display: none;"> <caption>Power Usage Data (kWh)</caption> <thead> <tr> <th>Month</th> <th>Usage (kWh)</th> </tr> </thead> <tbody> <tr><td>J</td><td>2110</td></tr> <tr><td>F</td><td>1055</td></tr> <tr><td>M</td><td>1055</td></tr> <tr><td>A</td><td>1055</td></tr> <tr><td>M</td><td>1055</td></tr> <tr><td>J</td><td>1055</td></tr> <tr><td>J</td><td>2110</td></tr> <tr><td>A</td><td>4220</td></tr> <tr><td>S</td><td>1055</td></tr> <tr><td>O</td><td>2110</td></tr> <tr><td>N</td><td>1055</td></tr> <tr><td>D</td><td>1055</td></tr> <tr><td>J</td><td>4220</td></tr> </tbody> </table>		Month	Usage (kWh)	J	2110	F	1055	M	1055	A	1055	M	1055	J	1055	J	2110	A	4220	S	1055	O	2110	N	1055	D	1055	J	4220
Month	Usage (kWh)																														
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F	1055																														
M	1055																														
A	1055																														
M	1055																														
J	1055																														
J	2110																														
A	4220																														
S	1055																														
O	2110																														
N	1055																														
D	1055																														
J	4220																														

BREAKDOWN OF CURRENT CHARGES

Rate: RS-22-Residential
Description:
Meter Number: 6726001
MR. Type: Usage
Prior Reading: 4782 Present Reading: 5178 Multiplier 10
KwH Usage: 3960 -Actual; Last Year 2490; Last Month 1510

Customer Charge
Energy Charge
TVA Fuel Cost Adjustment
Operation Round Up
Current charges for billing period

SEE ACCOUNT SUMMARY FOR TOTAL DUE

New Year's resolution to simplify and save? Let us help! Sign up for bank draft, enroll in paperless billing, or sign up for an energy audit. More information at www.mtemc.com.

11891 CAR 605112011

701002158486

DETACH AND RETURN WITH YOUR CHECK PAYABLE TO "MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION"

701002158486

MEMBERSHIP NUMBER	ACCOUNT NUMBER
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DUE DATE:	01/27/14	TOTAL DUE:	
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AFTER DUE DATE, PAY:	
----------------------	--

BY REGULATORY LAW, PAYMENT RECEIVED 10 DAYS LATER THAN DUE DATE
SUBJECTS MEMBER TO POSSIBLE DISCONNECTION



Bill Haslam
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000 (744-4057 for TORIS)
Facsimile (615) 744-4651 (Fiscal Svcs)
TDD (615) 744-4001



Mark Gwyn
Director

January 12, 2015

FAIRVIEW LIQUORS AND FINE WINES
CHEN K KARGER
2382 FAIRVIEW BLVD
FAIRVIEW, TN 37062

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found:

KARGER, CHECN KEN

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found NO Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994

Thursday, January 22, 2015

Fairview, TN 37062-8320

Williamson County, TN parcel#

Property Report
Location
Property Address

Fairview, TN 37062-8320

Subdivision
County

Williamson County, TN

Current Owner
Name

Karger Chen K

Mailing Address

Fairview, TN 37062-8320

Property Summary
Property Type

Residential

Land Use

Residential

Improvement Type

Single Family

Square Feet

2213 sf

General Parcel Information
Parcel/Tax ID

070 016.03

Special Int

000

Alternate Parcel ID
Land Map

070

District/Ward

255

2010 Census Trct/Blk

505.02/2

Assessor Roll Year

2013


Sales History through 01/09/2015

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
02/18/2004		Karger Chen K		Accepted Waranty Deed Sale	Completely Qualified	3162/109
06/28/1996				Accepted Waranty Deed Sale	Completely Qualified	1417/385
10/19/1994						1190/995

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Assessment Year	2013	Tax Year	2013		
Appraised Land	\$71,800	City Taxes	\$259.40	Fairview	0.635
Appraised Improvements	\$91,600	County Taxes	\$923.21	Williamson	2.26
Total Tax Appraisal	\$163,400	SSD Taxes	\$0		
Total Assessment	\$40,850	Total Taxes	\$1,182.61		
		Exempt Amount			
		Exempt Reason			

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
2/22/2012		Karger Chen K		

Thursday, January 22, 2015

Fairview, TN 37062-8348
Williamson County, TN parcel#

Property Report

Location

Property Address

Fairview, TN 37062-8348

Subdivision

County

Williamson County, TN

Current Owner

Name

Karger Chen Ken

Mailing Address

Fairview, TN 37062-8348

Property Summary

Property Type

Residential

Land Use

Residential

Improvement Type

Single Family

Square Feet

2919 sf

General Parcel Information

Parcel/Tax ID

047P B 016.00

Special Int

000

Alternate Parcel ID

Land Map

047P

District/Ward

255

2010 Census Trct/Blk

505.04/2

Assessor Roll Year

2013



Sales History through 01/09/2015

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
05/30/2014				Warranty Deed		6199/739 14019679
10/12/2006				Physical Difference	Disqualified	4072/321
12/29/2005				Accepted Warranty Deed Sale	Completely Qualified	3819/699
01/04/2000						1946/761

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Assessment Year	2013	Tax Year	2013		
Appraised Land	\$42,500	City Taxes	\$504.51	Fairview	0.635
Appraised Improvements	\$275,300	County Taxes	\$1,795.57	Williamson	2.26
Total Tax Appraisal	\$317,800	SSD Taxes	\$0		
Total Assessment	\$79,450	Total Taxes	\$2,300.08		
		Exempt Amount			
		Exempt Reason			

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
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Bill Haslam
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
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TDD (615) 744-4001



Mark Gwyn
Director

January 9, 2015

ANN M MCCONNELL
ANN M MCCONNELL

IN 37000

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found:

MCCONNELL, ANN MARIE

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found NO Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994



Thursday, January 15, 2015

Property Report

Gallatin, TN
Sumner County, TN parcel#

Property Report

Location

Property Address

Gallatin, TN

Subdivision

County

Sumner County, TN

Current Owner

Name

Brewer Robert C & Ann M McConnell

Mailing Address

Property Summary

Property Type

Residential

Land Use

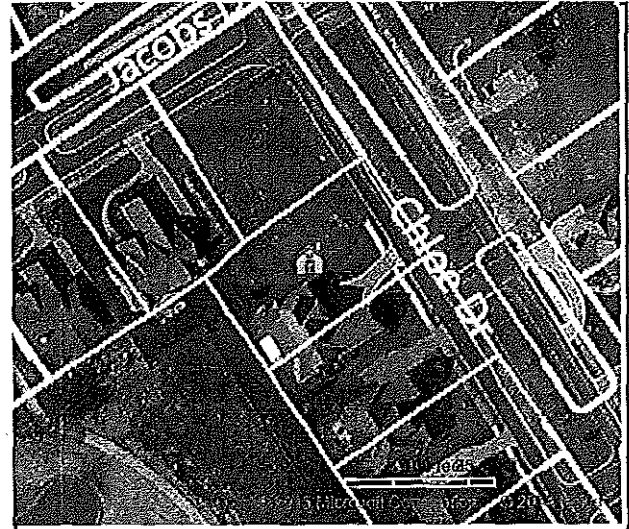
Household Unit

Improvement Type

Single Family

Square Feet

4167 sf



General Parcel Information

Parcel/Tax ID

136N B 008.00

Special Int

000

Alternate Parcel ID

Land Map

136N

District/Ward

04

2010 Census Trct/Blk

205.01/2

Assessor Roll Year

2011

Sales History through 01/08/2015

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
12/16/2010		Brewer Robert C & Ann M McConnell		Forced Sale	Disqualified	3369/674
09/15/2006				Accepted Waranty Deed Sale	Completely Qualified	2601/750
02/22/2006						2447/339
05/05/2005				Accepted Waranty Deed Sale	Completely Qualified	2243/505
05/12/2004						2005/797
07/11/2003						1792/529

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Assessment Year	2011	Tax Year	2011		
Appraised Land	\$185,000	City Taxes	\$1,390.70	Gallatin	0.99
Appraised Improvements	\$376,900	County Taxes	\$2,838.72	Sumner	2.0208
Total Tax Appraisal	\$561,900	Total Taxes	\$4,229.42		
Total Assessment	\$140,475	Exempt Amount			
		Exempt Reason			

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
12/16/2010		Brewer Robert Christopher	Sumner Bank And Trust	3369/676

SUMNER COUNTY**2014 TAX NOTICE****Marty Nelson, Trustee**355 Belvedere Drive N Room 107
Gallatin, TN 37066 • (615) 452-1260

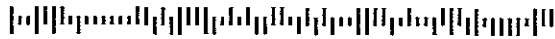
www.sumnertn.org

DIST MAP GP C-MAP PARCEL SP-INT CO CI

Bill #

Total Due

Property Address

To avoid penalty and interest, taxes must be paid by March 2, 2015.

5-DIGIT 37031 44 36

ANN M MCCONNELI

Make changes to *Please return this portion with your payment in the enclosed reply envelope. Make checks payable to address block above: Sumner County Trustee: If a receipt is required, please enclose a self-addressed stamped envelope.***SUMNER COUNTY****2014 TAX NOTICE**

DIST MAP GP C-MAP PARCEL SP-INT CO CI

Bill #

Total Due

Property Address

Classification

Residential

Subdivision

Lot

Block

Acres

Additional Description

Land value

Improvement value

Personal property

Appraised value

Assessment

Assessed value

Tax rate

Roll back

Current taxes

Your cancelled check, along with your portion of this statement, serves as your receipt. If a receipt is required, please enclose a self-addressed stamped envelope.

Your payment options are:

- By mail: 355 Belvedere Drive N Room 107, Gallatin, TN 37066
Payment postmarked after March 2, 2015 must include penalty.
- At our office, at that same address
- Drive-thru window and payment drop box available, at that same address
- At participating local banks *
- On-line at our vendor's website: www.sumnertn.org *
- Partial Payment Options *

See back of notice for details**To pay your taxes, make checks payable to: **Sumner County Trustee*To avoid penalty and interest, taxes must be paid by March 2, 2015.****Sumner County Trustee**355 Belvedere Drive N Room 107
Gallatin, TN 37066

Phone: (615) 452-1260

Office Hours:

Monday thru Friday 8:00am - 4:30pm

www.sumnertn.org

DATE OF BIRTH

CARD PRINTED

6/15/2012

PRECINCT 0601 - Vol State

VOTING LOCATION 1480 Nashville Pike, Gallatin

U.S. CONGRESS	STATE SENATE	STATE HOUSE	COUNTY COMM.	CITY CODE	CITY WARD	SCHOOL DISTRICT
06	18	40	06	GAL	04	06

DATE REGISTERED

03/09/2006

REGISTRATION

Mail

PHOTO ID, FEDERAL OR STATE GOVERNMENT ISSUED, IS
REQUIRED TO VOTE UNLESS EXCEPTION APPLIES

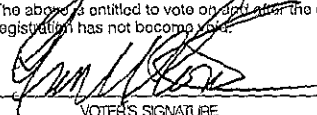
VOTER REGISTRATION CARD ID# 117223

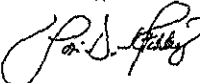
SUMNER COUNTY, TENNESSEE

ANN M MCCONNEL

GALLATIN, TN 37066

The above is entitled to vote on or after the issuance of this card, provided the
registration has not become void.


VOTER'S SIGNATURE


Administrator of Elections

Benchmark

REALTY, LLC

COMMERCIAL LEASE AGREEMENT (Single – Tenant Facilities)

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fairview Liquors and Fine Wines LLC as tenant (hereinafter referred to as "Tenant"), and _____ as landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this 13th day of November, 2014 ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows: All that tract of land known as: 2382 Fairview Blvd. (Address), Fairview (City), Tennessee, 37062 (Zip), as recorded in _____ County Register of Deeds Office, _____ deed book(s) _____ page(s), and/or _____ instrument no. and further described as:

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A", or if no Exhibit "A" is attached as is recorded with the Register of Deeds Office of the county in which the Property is located and is made a part of this Lease by reference.

1. **Term.** The initial term of this Lease shall be for 5 years, 0 months, beginning on the earlier of the completion of work described in any attached Work Letter or December 1, 2014 ("Commencement Date"), through and including November 30, 2019 ("Expiration Date").
2. **Possession.** If Landlord is unable to deliver possession of the Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. The aforementioned remedies are the sole remedies recoverable from the Landlord for delays in delivery of possession to Tenant.
3. **Rent.** Tenant shall pay base rent ("Base Rent") to Landlord without demand, deduction or setoff, in advance, payable as follows:

per month on or before the 1st day of each month
commencing December 1, 2014.

Rent shall be due, without notice or demand, on the first day of each month during the term of the Lease or any renewals or extensions thereof, at the address set forth in the Notice Section of this Lease (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second (2nd) through the last day of any month, the Rent shall be prorated for that portion of the month and shall be paid at the time of leasing the Property. Tenant shall also pay additional rent ("Additional Rent") as may be provided elsewhere in this Lease. Such Additional Rent shall be paid in the same manner as the Base Rent. Base Rent and any Additional Rent shall be collectively referred to as "Rent".

4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth (5th) day of the month shall be late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of \$_____. If late payment is made and Landlord accepts the same the payment must be in the form of cash, cashier's check or money order and must include a late charge of \$_____ and, if applicable, a service charge for any returned check as stated above. Landlord reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's payments has been returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due hereunder.

5. **Security Deposit.**

- A. **Security Deposit to be Held by Landlord or Broker.** [Check one. The section not marked shall not be a part of this Agreement.]

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47 ☐ **Landlord Holding Security Deposit.**

- 48 (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security
49 deposit of N/A Dollars
50 (\$ N/A) in cash, money order and/or check ("Security Deposit").
- 51 (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the
52 interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the
53 right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set
54 apart in any manner.
- 55 (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant
56 acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security
57 Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
- 58 (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
- 59 (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
- 60 (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein
61 provided; and
- 62 (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees
63 against all claims, damages, losses, expenses or liability arising from the handling of the Security
64 Deposit by Landlord.
- 65 (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord
66 hereunder, or any sum which Landlord may expend to repair Property arising out of or related to Tenant's
67 occupancy hereunder, abandonment of the Property or default in this Lease (provided Landlord attempts to
68 mitigate such actual damage), including but not limited to any repair, replacement, cleaning or painting of
69 the Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or
70 Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of
71 the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the
72 reasons for the retention of any portion of the Security Deposit, including the damages for which any
73 portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord
74 shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit
75 shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of
76 Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any Rent payment.

77 ☐ **Broker Holding Security Deposit.**

- 78 (1) Tenant has paid to Broker N/A (acting
79 as "Broker/Holder") located at N/A
80 (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security
81 Deposit") N/A Dollars (\$)
82 in ☐ cash, ☐ money order and/or ☐ check.
- 83 (2) Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trust account (with
84 N/A retaining the interest if the account is interest bearing) within five (5) banking days from
85 the Binding Agreement Date. In the event that Broker/Holder's escrow/trust account is interest bearing,
86 interest on the Security Deposit shall be disbursed in the following manner:
- 87 (3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to
88 enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest
89 in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the
90 Security Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided
91 in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency
92 relationship between Landlord and Broker/Holder, in which event Broker/Holder shall only disburse the
93 Security Deposit to another licensed Tennessee Real Estate Broker selected by Landlord, unless otherwise
94 agreed to in writing by Landlord and Tenant, after notice by Landlord to Broker/Holder and Tenant. Prior
95 to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder
96 shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be
97 made. Any party may object in writing to the disbursement, provided the objection is received by the
98 Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely
99 form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 321-1777.



manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed from and may deduct for any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker's/Holder's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit.

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) Business Days after notice to deliver good funds to the holder or Broker/Holder. In the event Tenant does not timely deliver good funds to the holder or Broker/Holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after the Property is vacated if:
 - (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Lease by Tenant have been paid;
 - (c) The Property is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Tenant is not in default under any of the terms of this Lease.

6. Repairs and Maintenance. Tenant acknowledges that Tenant has inspected the Property and that it is fit for its stated use as described herein. Tenant agrees that no representations regarding the Property or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease.

The following shall be kept in good working order and repair, normal wear and tear excepted, by either the Landlord or Tenant as follows [Check all that apply. The sections not marked shall not be part of this Agreement]:

	<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>
Heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Elevators	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air conditioning system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parking area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical system/fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior walkways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Building exteriors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior hallways	<input type="checkbox"/>	<input type="checkbox"/>
Smoke detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lobby	<input type="checkbox"/>	<input type="checkbox"/>
Terrace/patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loading area	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Security alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>

Any item not mentioned herein but existing on the Property (other than furniture, fixtures and equipment of Tenant) shall be maintained by ☐ Landlord ☒ Tenant [Check one. The section not marked shall not be a part of this Agreement.]

Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay the costs of the same within 10 days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease. Landlord shall not be liable to Tenant for any damage caused by



any of the above referenced systems or facilities, or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about the Property, except if such damage is due to the gross negligence or willful misconduct of Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligent or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

7. Services. Landlord shall provide, at Landlord's expense, the following services [Check all that apply. The sections not marked by Landlord shall not be part of this Agreement]:

- ☐ General cleaning and janitorial service of the interior of the Property N/A times a week.
- ☐ Concierge service as follows: N/A
- ☐ Parking attendant as follows: N/A
- ☐ Property monitor as follows: N/A
- ☐ Trash collection service N/A times per week.
- ☐ Soap, paper towels, and toilet tissue for rest rooms N/A times per week.
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the Property N/A
- ☐ Other N/A

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord the costs for such services within ___ days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease.

8. Utilities. The services and/or utilities set forth below serving the Property shall be paid by either the Landlord or Tenant as follows [Check all that apply. The sections not marked shall not be part of this Agreement]:

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Internet Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other <u>N/A</u>				<input type="checkbox"/>	<input type="checkbox"/>

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or services termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant on the first of the following month. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

9. Termination / Holding Over. Either party may terminate this Lease at the end of the Term by giving the other party 60 days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over period shall result. Any Holding Over by the Tenant of the Property after the expiration of this Lease shall operate and be construed as a tenancy from month to month only with Base Rent in an amount equal to 120 % of the Base Rent payable in Paragraph 3 herein. All other terms of the Lease will remain in force, subject to the terms of this paragraph.

10. Sublet and Assignment. Tenant may not sublet the Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. Right of Access, Signage. Landlord and Landlord's agents shall have the right to access the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Property at any time to protect life and prevent damage to the Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Property

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to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agent and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 500.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of the Property or on any part of the interior of the Property that is visible from the exterior of the Property. Tenant shall maintain all such permitted signs, advertising matter, or any other thing of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease. Landlord shall have the right to remove prohibited signs, advertising matter or any other things of any kind at the expense of the Tenant.

12. Use. The Property shall only be used for the purposes set out as follows:
Liquor and Wine Retail Store

The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit the Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Property which would endanger the health and safety of others or which otherwise creates a nuisance.

13. Property Loss. Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

14. Default.

A. Failure to pay Rent or Failure to Reimburse Landlord for damages or costs. If Tenant fails to pay Rent or fails to reimburse Landlord for any damages, repairs or costs when due, Tenant shall be deemed to be in default and Landlord shall have the right to terminate this Lease by giving fifteen (15) days written notice to Tenant and to accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for the Property and credit any amounts received to the Tenant, less the following:

(1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;

(2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and

(3) the costs of altering, dividing, painting, repairing, and replacing the Property to accommodate a new tenant.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for Rent from and after any action by Landlord under a proceeding against Tenant for Holding Over or detainer warrant, whether or not Tenant retains the right to possession of the Property.

B. Cure Period. If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with written notice of the breach. Tenant shall have 7 Business Days ("Cure Period") within which Tenant may cure said breach. In the event that Tenant has not cured the breach within the Cure Period, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein or available to Landlord at law. In the event that Tenant cures the breach during the aforementioned Cure Period, a second violation of this Agreement within 6 months shall be grounds for the Landlord to terminate this Lease by providing written notice without an additional Cure Period.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

D. In the event that either Tenant or Landlord hereto shall file suit for breach or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in addition to any other remedies available herein or permitted by law.

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252 15. Rules and Regulations.

- 253 A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without
254 prior written permission of Landlord. If all keys to the Property are not returned when Tenant vacates the Property,
255 Landlord may charge a re-key charge in the amount of \$ 100.00.
- 256 B. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by
257 Landlord at the expense of Tenant, for storage or for public or private sale as permitted by applicable law, and
258 Tenant shall have no right or recourse against Landlord thereafter.
- 259 C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in
260 or placed on the Property (except for goods and materials typically found in a general office use provided that the
261 same are limited in quantity to that normally found in such use).
- 262 D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be
263 placed in walls, woodwork or any part of the Property.
- 264 E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load
265 limits of the Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other
266 equipment in the Property.
- 267 F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to
268 the Property between N/A a.m. and N/A p.m., Monday through Friday (*excluding Holidays*); between
269 N/A a.m. and N/A p.m., Saturday; and between N/A a.m. and N/A p.m. Sunday as
270 applicable. Tenant shall notify Landlord by 4:00 p.m. of the preceding business day of any requests for overtime
271 heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating
272 and air conditioning.
- 273 G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110
274 volts, which will increase the amount of electricity ordinarily furnished for use of the Property as herein designated,
275 or which requires clean circuits or other distribution circuits.
- 276 H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation
277 of the Property. A copy of any current additional Rules and Regulations are attached in Exhibit N/A and are a part
278 of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy
279 thereof to Tenant and do not require Tenant's signature to be effective.

280 16. Abandonment or Vacating the Property.

- 281 A. **Abandonment.** If Tenant removes or attempts to remove personal property from the Property other than in the
282 usual course of continuing occupancy, without having first paid Landlord all monies due, the Property may be
283 considered abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.
- 284 B. **Vacating Premises.** If Tenant removes personal property from the Property and/or ceases to do business at the
285 Property before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease.
286 Landlord shall then have the right to exercise any of his remedies as contained herein or as available at law.

287 17. **Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to
288 Landlord, within ten (10) days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force
289 and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the
290 nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any
291 such defaults exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in
292 advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or
293 transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to
294 secure debt may rely on such certificates.

295 18. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or
296 improvements in or to the Property without first obtaining Landlord's prior written consent. Landlord may grant or
297 withhold such consent within its reasonable discretion and may impose reasonable discretion upon its consent. All costs
298 of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The
299 provisions of the Work Letter, attached hereto as Exhibit _____ and a part of this Lease, shall govern any alterations or
300 improvements to be performed prior to the Commencement Date of this Lease. Upon the Expiration Date of this Lease
301 and any renewal terms or Hold Over periods, Tenant agrees to return the Property, at Landlord's sole discretion, in its
302 original condition, normal wear and tear excepted.

303 19. **Destruction of Property.**

- 304 A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable)
305 the Property, Rent shall abate from the date of such destruction. Landlord, at his sole discretion, shall have the right

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to determine whether restoration of the Property will be undertaken. Landlord shall have ☒ N/A days from date of destruction to provide notice to Tenant as to whether restoration shall be undertaken.

If restoration shall not be undertaken, Landlord shall give Tenant ☐ thirty (30) days OR ☐ N/A days written notice of Termination whereupon Rent and all other obligations herein shall be adjusted between the parties as of the date of such destruction. If restoration shall be commenced, the restoration of the Property to a tenantable condition shall be completed within one hundred eighty (180) days from the date of destruction.

In the event the Landlord elects to complete such restoration, but fails to do so within one hundred eighty (180) days following such destruction, this Lease shall be terminated unless otherwise agreed to by the parties in writing.

In the event that Landlord determines that restoration cannot be completed as above, Landlord may, at his sole discretion, elect to relocate Tenant to comparable space belonging to Landlord at Landlord's expense. If Tenant objects to such relocation, Tenant may terminate this Lease with written notice to Landlord within ten (10) days after receipt of such notice from Landlord whereupon Rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If such notice is not given, then this Lease shall remain in force.

B. If the Property is damaged but not rendered wholly untenable and/or unusable for its intended purpose by earthquake, fire, flood, storm, or other casualty, Rent shall abate in such proportion as the Property has been damaged as determined by casualty insurance carrier (or in the absence of casualty insurance carrier, by Landlord), and Landlord shall restore the Property as reasonably quickly as practicable whereupon all Rent shall commence.

C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of the Property whether total or partial, is the result of the negligent or intentional acts of Tenant, its contractors, employees, agents, invitees, guests, or licensees.

20. Insurance. Tenant agrees that during the Term of the Lease and any extensions or Hold Over periods thereof, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's Broker(s) and Landlord's lender as additional insured, shall be carried with insurance companies licensed to do business in the State of Tennessee and having a current financial strength rating in Best's Rating of not less than B+. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the payment of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by contractor/subcontractor upon the Property for the installation of its equipment or improvements, or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall include a provision in any and all insurance policies wherein the insurance provider agrees to provide notice to all entities designated as additional insureds in the event of nonpayment of premiums or cancellation of policy.

Tenant shall comply with all rules and regulations applicable to the Property issued by the Tennessee Board of Fire Prevention or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Property that might adversely affect, contravene, or impair any policies of insurance that are in force for the Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto. *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

☒ A. General Commercial Liability Insurance (or reasonable equivalent thereto). Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than _____ Dollars (\$) or each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

☒ B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto). Such insurance shall cover Tenant's interest in its improvements to the Property, and all furniture, equipment, supplies, inventory, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than One Hundred percent (100 %) of full replacement cost as updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant

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- shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Property from fire, accident, or any other casualty.
- ☐ C. **Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include coverage as required by applicable law.
- ☐ D. **Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on the Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than N/A Dollars (\$ N/A) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law.
- ☐ E. **Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any glass signage located on the Property.
21. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in the Property. *[Check all that apply. The sections not marked shall not be part of this Agreement]:*
- ☒ A. **Landlord Pays All Property Taxes.** Landlord shall pay all Property Taxes levied against the Property. Tenant shall not pay any Property Taxes levied against the Property.
- ☐ B. **Tenant Shall Pay Property Taxes.**
- ☐ C. **Tenant Pays Increases in Property Taxes.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent the amount by which all Property Taxes on the Property for each tax year exceeds taxes on the Property for the tax year N/A. On or before the first (1st) day of the Term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of payments to be made for the ensuing calendar year. On the first (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12) of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of Property Taxes for the calendar year certified by certified public accountants designated by Landlord and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.
22. **Condemnation.** If all or any part of the Property is taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of the Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in the Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefrom, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to the Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.



23. Disclaimer. Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Landlord and/or Tenant and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord or Tenant. Tenant and Landlord agree that Brokers, their firms and affiliated licensees shall not be responsible for any matter which could have been revealed through a survey, title search or inspection of the Property; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement or date of possession; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for termites and other wood destroying organisms; for square footage; for acreage; for the availability and cost of utilities, septic or community amenities; for proposed or pending condemnation actions involving Property; for the tax or legal consequences of this transaction; for the appraised or future value of the Property; and for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, their firms, and affiliated licensees are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto. Tenant further acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. Tenant shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions which could affect the Property.

24. Agency and Brokerage.

A. Agency.

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their broker engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules, as amended;
- (2) Landlord and Tenant acknowledge that if they are not represented by a Broker they are each solely responsible for their own interests, and that Broker's role is limited to performing ministerial acts for that unrepresented party;
- (3) The Broker, if any, working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker ☐ is, OR, ☒ is not representing the Landlord;
- (4) The Broker, if any, working with the Tenant is identified on the signature page as the "Leasing Broker", and said Broker ☐ is, OR, ☒ is not, representing the Tenant; and
- (5) If Tenant and Landlord are both being represented by the same Broker, a relationship of either ☐ designated agency, OR, ☐ facilitator, OR, ☐ dual agency shall exist.

(a) Designated Agency Assignment. *[Applicable only if designated agency had been selected above].*

The Broker has assigned affiliate licensee N/A to work exclusively with Tenant as Tenant's Designated Agent and affiliate licensee N/A to work exclusively with Landlord as Landlord's Designated Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other Designated Agent.

- (b) Facilitator. *[Applicable only if facilitator has been selected above]* The licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

- (c) Dual Agency Disclosure. *[Applicable only if dual agency has been selected above.]* Landlord and Tenant are aware that Broker is acting as a dual agent in this transaction and consent to the same. Landlord and Tenant have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse;



2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
3. The Landlord and Tenant do not have to consent to dual agency; and
4. The consent of the Landlord and Tenant to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Landlord and Tenant each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position, unless required to disclose by law.

(d) **Material Relationship Disclosure.** [Required with dual Agency.] The Broker and/or affiliated licensees have no material relationship with either client except as follows: N/A.
A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Landlord's Initials _____ Tenant's Initials _____

B. **Brokerage.** Brokers listed below have performed a valuable service in this transaction and are made third party beneficiaries hereunder only for the purposes of enforcing their commission rights. Payment of commission to a Broker shall not create an agency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease the Property ("Listing Broker") a commission of: [Check all that apply. The sections not marked shall not be part of this Agreement]:

- ☐ Negotiated by separate written agreement.
- ☐ \$ N/A or _____ % of the total Base Rent to be paid under the Lease, which shall be due and payable upon occupancy.
- ☐ \$ N/A or _____ % of Base Rents, which shall be due and payable upon a Tenant's monthly payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this Lease by any party.
- ☐ \$ N/A OR _____ % of Base Rent Payable as follows:
- ☐ N/A % of Commission upon lease execution.
- ☐ N/A % upon Rent commencement or _____ % upon occupancy.
- ☐ plus _____ % of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or extension period
- ☒ Other
No Brokers

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive N/A % of the total real estate commission paid hereunder and the Leasing Broker shall receive N/A % of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or independently pursue the non-performing party for that portion of the commission which they would have otherwise received under the Lease.

25. **Other Provisions.**

A. **Time of Essence.** Time is of the essence in this Lease.

B. **No Waiver.** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.



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**Instant
forms**

Version 02/01/2014

569 K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for
570 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this
571 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

572 L. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa;
573 (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine
574 shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to
575 be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be
576 determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or
577 legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are
578 those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

579 M. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but
580 shall be construed as if all parties to this Agreement jointly prepared this Agreement.

581 N. Equal Opportunity. This Property is being leased without regard to race, color, sex, religion, handicap, familial
582 status, or national origin.

583 26. Sale of the Property to Tenant. Landlord shall pay Leasing Broker a commission in the amount of N/A
584 percent (— %) and Listing Broker a commission in the amount of — percent (— %) of the
585 gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof of any property as an
586 addition, expansion, or substitution for the Property during the Term of this Lease, any renewals thereof, or within one
587 (1) year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which
588 otherwise Broker would have been due under this Lease.

589 27. Exhibits. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such
590 exhibit conflicts with any preceding paragraph, said exhibit shall control.
591 None
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599 28. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
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603 Should Landlord agree to sell the Property, Landlord shall give
604 the option to purchase the Property at the same price as
605 the existing offer from a third party purchaser. shall
606 have 14 days from the receipt of notice from the Landlord to
607 exercise the option to purchase. If an answer is not given to
608 Landlord within 14 days then the right of first refusal shall void
609 and Landlord shall be free to sell the property any party. This
610 right of first refusal shall automatically terminate at the same
611 time this lease terminates.
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☐ (Mark box if additional pages are attached.)



C. Definitions.

1. Landlord as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property.
 2. Broker shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees.
 3. "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances.
 4. Property Taxes means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against the Property or any legal or equitable interest of Landlord in the Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
 5. Business Days shall mean Monday through Friday, excluding Holidays.
 6. Bank Days shall mean Monday through Saturday at noon, excluding Holidays.
- D. Entire Agreement. This Lease and any attached addenda constitute the entire agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding. Notwithstanding the above, the Landlord may provide amendments and/or additions to the Rules and Regulations which shall be effective upon delivery of a copy thereof to Tenant and do not require the signature of the Tenant. It is hereby agreed by both Landlord and Tenant that any real estate agent working with or representing either party shall not have the authority to bind the Landlord, Tenant or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement.
- E. Attorney's Fees and Costs of Collection. Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.
- F. Indemnification. Tenant releases Landlord, Broker, Broker's firm and Broker's affiliated licensees from liability for and agrees to indemnify Landlord, Broker, Broker's firm and Broker's affiliated licensees against all losses incurred by Landlord, Broker, Broker's firm and/or Broker's licensees as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Property due to Tenant or Tenant's invitees, employees or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord, Broker, Broker's firm or Broker's affiliated licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment lien or other encumbrance filed against the Property as a result of Tenant's actions.
- G. No Partnership. Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.
- H. No Recordation. Tenant shall not record this Lease or any short form memorandum thereof without Landlord's prior written consent.
- I. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client or a customer shall be deemed to be notice to that party for all purposes herein.

Landlord's address:
2382 Fairview Blvd
Fairview, TN 37062
Fax # _____
Email _____

Tenant's address:
2382 Fairview Blvd
Fairview, TN 37062
Fax # _____
Email _____

- J. Governing Law and Venue. This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws and in the courts of the state of Tennessee.

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LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal.

The party(ies) below have signed and acknowledge receipt of a copy.

FARVIEW LUMBER AND FINE WINE LLC

TENANT

By:

MANAGING MEMBER

Title

Nov 13 at 2:00 o'clock ☐ am/ ☑ pm

Date

PRINT/TYPE NAME

GRAND CENTRAL STATION PARTNERSHIP

LANDLORD

By:

partner

Title

Nov 13 2014 at 2:00 o'clock ☐ am/ ☑ pm

Date

PRINT/TYPE NAME

Emergency # for repairs

TENANT

By:

Title

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME

LANDLORD

By:

Title

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME

Emergency # for repairs

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

Leasing Broker/Firm

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

Listing Broker/Firm

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME



Commercial-Business Certificate of Occupancy

CITY OF FAIRVIEW

DEPARTMENT OF BUILDING INSPECTION

This Certificate issued pursuant to the requirements of Section 110.2 of the International Building Code certifying that at the time of issuance this structure complied with the various ordinances of the City regulating building construction or use. For the following:

Business Name FAIRVIEW LIQUORS & FINE WINES Date: 07/31//2009
Business Owner KEN KARGER Phone: _____
Address 2382 FAIRVIEW BLVD. City/State/Zip FAIRVIEW, TN. 37062
Description of Business LIQUOR STORE
Owner Of Building KEN KARGER
Address _____ City/State/Zip FAIRVIEW, TN. 37062
By: [Signature] Date 7/31/2009
Building Inspector

0001034585

Affidavit of Publication

NEWSPAPER:

TENNESSEAN/WILLIAMSON

State of Tennessee

ADVERTISER: FAIRVIEW LIQUORS AND FINE WINES

TEAR SHEETS
ATTACHED

RE: RETAIL LIQUOR LICENSE NOTICE

I, Shirley Jones Advertising Assistant for the above

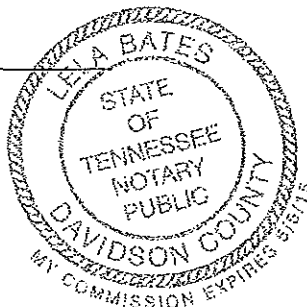
mentioned newspaper, hereby certify that the attached advertisement
appeared in said newspaper on the following dates:

01/14/2015 01/18/2015 01/21/2015

Shirley Jones

Subscribed and sworn to me this 26 day of January, 2015

Lela Bates
NOTARY PUBLIC



Have a news tip?

Do you have a story idea, a problem you'd like to tackle or just want to pass along some information? Let us know. Call 615-259-8335 or email williamson@tennessean.com.

Online

For all photos, videos, breaking news and a whole host of other content, visit us at tennessean.com/williamson.

Social media

We love to interact with readers online via our Facebook and Twitter accounts. On Facebook, friend us at [facebook.com/williamson](https://www.facebook.com/williamson) and on Twitter, follow us @WilliamsonAM.

Contact us

WILLIAMSON OFFICE: 512 Autumn Springs Court, Suite D, Franklin, TN 37067, phone: 615-259-8335, fax: 615-841-7333. FOR DELIVERY SERVICE: 615-259-8337. FOR ADVERTISING INFORMATION: 615-259-8338.

Local company inspires late mom and her longtime friends

By Angela Folds
for Williamson

In a small southern Mississippi town in the late 1970s and early 1980s, a group of girls were coming of age. Around the third grade, a little girl named Cynthia Doolittle moved to town and soon a tight-knit group of eight girls was formed.

"All the way through high school, we did everything together — mission trips, parades, choir," recalls Jane Ellen Slagle.

Their best-laid plans were to stay that close forever. But life has a way of taking its own course. They all moved away from McComb, Miss. Some attended college, one joined the Navy, they married, had children and scattered



Jane Ellen Slagle of Arlington, Texas; Lisa Cullum of Maryville, Tenn.; Think Happy Stuff founder Christine Krapp-Fekete; and Cynthia Doolittle Clingan of Cookeville were Think Happy Stuff's first friends in honor of their late friend Cynthia Doolittle Clingan.

about the country. Doolittle attended Rhodes College, met and married Kevin Clingan, settled in Franklin and had three children. And then tragedy struck. Cynthia Doolittle Clingan was diagnosed with cancer.

Their precious friend with the beautiful smile and spirited personality faced the most difficult battle of her life — a battle she fought valiantly three times.

"We kept up with Cynthia's cancer battle

through Facebook and mutual friends. We were devastated at the return of her cancer this year and the aggressiveness of it," Slagle said.

The friends desperately tried to reach Clingan's side before her passing. Lisa Cullum drove from hispyville, Tenn., and was able to see Clingan during her last days. Slagle booked a flight from Texas, but the trip that was scheduled to be a visit with Clingan instead coincided with the day of her Celebration of Life service at Brentwood Baptist Church.

"I wanted to tell Cynthia how much I loved her and how I was so proud of the woman she had become," Slagle said. "I did not get to see her in person but I did get to celebrate

her life."

The childhood friends were reunited and Cynthia Clingan was the reason for their reunion.

"My sister, Laurin Gordon from Jackson, Miss., Elizabeth Hutchins from Cookeville, Tenn., Lisa and I stayed and talked for hours after the funeral," Slagle said.

While they were talking, they reminisced about Clingan's motto throughout her cancer battle: "Think Happy Stuff." They'd seen her wearing T-shirts with that logo and impulsively decided they wanted shirts just like Clingan's in honor of the positivity she radiated throughout her life.

Kevin Clingan pointed the women in the direction of the Think Happy Stuff headquarters in downtown Franklin, and they piled into a van and took off.

"As we drove up to the address, we kept saying, 'This can't be right. This is a house, not a store!'" Laurin went to the door and that's where we met (Think Happy Stuff founder) Christine Krapp-Fekete. We went major shopping in her 'showroom,' even buying for the girlfriends who were not there," Slagle said.

"Reconnecting with these women has been a gift from God," Cullum said. "I am currently going through a divorce and I'm also a veteran with Post Traumatic Stress Disorder. Seeing Cynthia gracefully battle cancer and then hearing Christine's story about the Think Happy Stuff philosophy has been so impactful to me."

"Cynthia's death was life-changing," Slagle said. "We are group messaging each other and we commit to get together and stay in touch — really, in honor and respect for Cynthia. Her faith, family and friends were extremely important to her. She wanted others to appreciate and experience life completely — taking in every-

thing and keeping a positive attitude through challenges. We hope to carry on the Think Happy Stuff motto to others," Slagle said.

"Think Happy Stuff is our family's way of giving back, paying it forward and making a difference," said Krapp-Fekete. "Stories like Cynthia's are the reason why we do what we do."

Cynthia Clingan changed her world for the better. Her life has forever impacted her friends. Through the many people she touched, her spirit lives on.

Christine Krapp-Fekete is a single mom with eight children. Think Happy Stuff, founded in Franklin in 2007, is solely family-run.

"My children help pack orders, inspect products, make tags, and work the THS booth at shows. A few of them have jobs elsewhere and their managers always rave on their work ethic," Krapp-Fekete said. "The kids understand that we have been given much in our times of need. The church, family, friends and even strangers have come together to support us in so many ways. That is why we do what we do."

The fact of the logo is Krapp-Fekete's hand-drawn. The flower is a doodle that her grandmother taught her mother, who in turn taught her. Krapp-Fekete's son A.J. suggested the addition of the smiley face to the flower for Think Happy Stuff.

Celebrities aligned with THS products include Amy Grant, Vince Gill, Taylor Swift, Carrie Underwood, Mike Fisher, Keith Urban, Nicole Kidman, Miley Cyrus and more. The top sellers are the coffee mugs and gift books.

Think Happy Stuff can be found in more than 100 locations across the United States, Bahamas and Canada. To learn more, visit www.thinkhappystuff.com.

WORKING AS A TEAM

COLUMBIA PEDIATRICS is a leading provider of pediatric care in the Nashville area. We are currently seeking qualified candidates for the following positions:

Physician (MD/DO)
We are seeking a board-certified pediatrician to join our team. The ideal candidate will have a minimum of 5 years of experience in pediatric medicine.

Physician Assistant (PA-C)
We are seeking a board-certified pediatric physician assistant to join our team. The ideal candidate will have a minimum of 2 years of experience in pediatric medicine.

Nurse Practitioner (NP-C)
We are seeking a board-certified pediatric nurse practitioner to join our team. The ideal candidate will have a minimum of 2 years of experience in pediatric medicine.

Medical Assistant (MA)
We are seeking a medical assistant to join our team. The ideal candidate will have a minimum of 1 year of experience in pediatric medicine.

Administrative Assistant
We are seeking an administrative assistant to join our team. The ideal candidate will have a minimum of 1 year of experience in a medical office setting.

Receptionist
We are seeking a receptionist to join our team. The ideal candidate will have a minimum of 1 year of experience in a medical office setting.

Medical Office Manager
We are seeking a medical office manager to join our team. The ideal candidate will have a minimum of 3 years of experience in a medical office setting.

Medical Billing Specialist
We are seeking a medical billing specialist to join our team. The ideal candidate will have a minimum of 2 years of experience in medical billing.

Medical Coding Specialist
We are seeking a medical coding specialist to join our team. The ideal candidate will have a minimum of 2 years of experience in medical coding.

Medical Records Clerk
We are seeking a medical records clerk to join our team. The ideal candidate will have a minimum of 1 year of experience in medical records management.

Medical Transcriptionist
We are seeking a medical transcriptionist to join our team. The ideal candidate will have a minimum of 1 year of experience in medical transcription.

Medical Laboratory Technician
We are seeking a medical laboratory technician to join our team. The ideal candidate will have a minimum of 1 year of experience in medical laboratory work.

Medical Laboratory Assistant
We are seeking a medical laboratory assistant to join our team. The ideal candidate will have a minimum of 1 year of experience in medical laboratory work.

Medical Equipment Technician
We are seeking a medical equipment technician to join our team. The ideal candidate will have a minimum of 1 year of experience in medical equipment maintenance.

Medical Sales Representative
We are seeking a medical sales representative to join our team. The ideal candidate will have a minimum of 1 year of experience in medical sales.

Medical Training Coordinator
We are seeking a medical training coordinator to join our team. The ideal candidate will have a minimum of 1 year of experience in medical training.

Medical Quality Improvement Specialist
We are seeking a medical quality improvement specialist to join our team. The ideal candidate will have a minimum of 1 year of experience in medical quality improvement.

Medical Compliance Officer
We are seeking a medical compliance officer to join our team. The ideal candidate will have a minimum of 1 year of experience in medical compliance.

Medical Infection Control Specialist
We are seeking a medical infection control specialist to join our team. The ideal candidate will have a minimum of 1 year of experience in medical infection control.

COMING SOON!



Rand Hayes, II, M.D., R. Ph.
Family Medicine



Anna Herring, PA-C
Physician Assistant

Williamson Medical Group is excited to welcome two outstanding providers to Thompson's Station.

For more than 10 years, Anna Herring and I have had the pleasure of serving the wonderful families of this area. As we start a new chapter in our long careers together, we are excited to join Williamson Medical Group in Thompson's Station to continue caring for the communities we love.

Located only 7 miles from our former practice, Toigo Medical Plaza is a beautiful, brand-new facility that includes diagnostic imaging, physical therapy and a lab draw station just down the steps from our new office.

Anna and I take great pride in serving our community as true family care providers for people of all ages. Our focus has always been on providing our patients with the personalized care they deserve.

Practicing in Thompson's Station is an exciting opportunity for us, and we look forward to sharing it with you and your family at our new facility, beginning January 7, 2015.

Rand Hayes, MD
Rand Hayes, M.D.

WMG
WILLIAMSON
MEDICAL GROUP

THOMPSON'S STATION
1106 E. Main St., Suite 202
Thompson's Station, TN 37179
(615) 791-2470
Fax (615) 791-2478
WilliamsonMedicalGroup.com

PUBLIC NOTICE

The Board of Commissioners of the City of Brentwood, Tennessee will conduct a special work session on Thursday, January 29, 2015 at 4:00 p.m. at the Brentwood Municipal Center, 5211 Maryland Way, Brentwood, Tennessee. The purpose of this meeting is to discuss preliminary plans for the City's 2015-2016 fiscal year operating budget. This work session is open to the public.

Any person requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, prior to the meeting at 371-0960.

PETAL LIQUOR LICENSE NOTICE

Take notice that Fairview Liquors and Fine Wines, 2382 Fairview Blvd., Fairview, TN 37062, will apply to the City of Fairview for a certificate of compliance and will apply to the Tennessee Alcoholic Beverage Commission to obtain a retail liquor license for a store that will sell Fairview Liquors and Fine Wines and is located at 2382 Fairview Blvd., Fairview, TN 37062 and owned by a Limited Liability Company between Matt Karger, Art McConnell and Jean Colan. All persons wishing to be heard on the certificate of compliance may personally or through counsel appear at a public hearing in writing at the City of Fairview, 1100 Dry Creek Way, on February 5 at 10:00 P.M. or call (615) 796-2484. The Tennessee Alcoholic Beverage Commission will consider the application or a later date to be set by the Tennessee Alcoholic Beverage Commission in Nashville, Tennessee. Interested persons may personally or through counsel appear at a public hearing in writing by the hearing date to be established by the TABC. (Pub. 0100-03-06, continued) Anyone with questions concerning this application or the laws relating to it may call or write the Alcoholic Beverage Commission, 225 Capital Blvd., Suite 300, Nashville, TN 37243 or (615) 741-6832. 0104-12, 0105-12, 0106-12

Save Your Bradford Pear Trees

Top and shape now to prevent splitting.
We grind stumps
and trim shrubs

Call Buddy Inman at
400-7181
or
Raymond Inman at
400-7175

Have a news tip?

Do you have a story idea, a problem you'd like us to tackle or just want to pass along some information? Let us know. Call 615-259-8095 or email williamson@tennessean.com.

Online

For slideshows, videos, breaking news and a whole host of other content, visit us at Tennessee.com/Williamson.

Social media

We love to interact with readers online. Via our Facebook and Twitter accounts. On Facebook, friend us at [facebook.com/williamson](https://www.facebook.com/williamson) and on Twitter follow us @WWilliamsonAM.

Contact us

WILLIAMSON OFFICE: 512 Autumn Springs Court, Suite D, Franklin, TN 37067, phone: 615-259-8095, fax: 615-841-7571. FOR DELIVERY SERVICE: 1-800-342-8737. FOR ADVERTISING INFORMATION: 615-259-8138.

Family, friends and bean soup usher in the new year

By Vicki Steut
For Williamson

Alison Katcher and her husband, Dan Surface, host an annual bean soup party at their home to usher in the new year with food, family, friends and a bit of good luck from the huge pot of soup on the kitchen stove.

Guests from Williamson and Davidson counties come and go all afternoon at the Sunday soiree in Oak Hill. The crowd has changed through the years, yet elements remain the same in this more than two-decade tradition.

Among the stars of this year's soiree were the couple's son, Brady Surface, and his wife, Courtney Graham Surface, who were married at a gala celebration in early December. Wedding robes and albs were still visible at the party.

In addition to the soup in the kitchen, the dining room table was covered with fab fare, perfect for grazing and football game watching on the family room's big flatscreen.



Party hosts Dan Surface and Alison Katcher with their dog, Teddy.



From left, Dan Surface chats with Lewis Evans of Warhaven.

Also Woodard and Laura Landess of Franklin.



From left, Freeda Lovely, Mary Beth Johnson and Lynda Miller.



Ann and Owen Kelly.

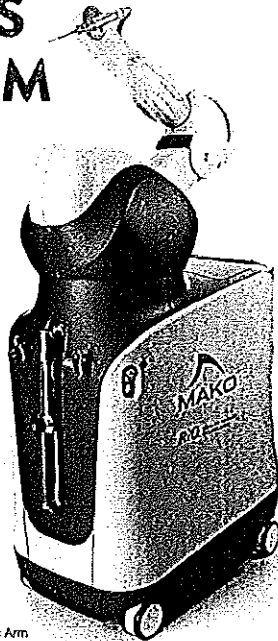
WHEN IS ONE ARM BETTER THAN TWO?

LET THE AREA'S TOP ORTHOPAEDIC SURGEONS TELL YOU:
Williamson Medical Center
Main Lobby
Thursday, Jan. 29
Dinner 5:30 p.m.
Presentation 6 p.m.

With the newest member of our surgical department, the RIO® Robotic Arm Interactive Orthopaedic System, can perform total hip and partial knee replacements with unparalleled precision.

Williamson Medical Center is hosting an event to introduce you to five of the area's top orthopaedic surgeons and their new best friend, RIO®, which allows knee and hip replacements to have smaller incisions, less painful recovery time and increased joint functionality.

Bring your questions and bring a friend. The event is free, but you must RSVP due to limited seating. Email events@wmed.org or call 615-435-6760 to reserve your spot.



Franklin author wins award for 'I Ate a Cicada Today'

A cicada that bludgy flew into the mouth of Franklin songwriter Jeff Crossen is now the inspiration of an award-winning book.

The "You're Gonna Rob My Bad Reputation" songwriter won the Gold Moon's Choice Award from the Moon's Choice organization for his children's book "I Ate a Cicada Today."

After the cicada flew in Crossen's mouth as he walked to a Cool Springs-area restaurant, all he could do was write.

"All through dinner I sat there writing down crazy animal rhymes I could use as song verses, like I peppered a leopard and I leap-frogged a warthog," Crossen said.

He later drew illustrations to match the nonsense verses and recorded a CD,



Franklin songwriter Jeff Crossen won the Gold Moon's Choice Award for his children's book "I Ate a Cicada Today."

which is included with the book.

The book is available at Barnes & Noble and Amazon. For more information, visit www.iateacicada.com.

—Jon Todd,
jontodd@tennessean.com

Cash musical tribute coming to Franklin

By Todd Barnes
todd@tennessean.com

Lovers of the late Johnny Cash will have the chance to reconnect with his life and music with a new, original production by Studio Teen in Franklin.

The theater company will be performing "The Cash Legacy: A Musical Tribute to the Man in Black" in February and March, including a performance to Cash's birthday on Feb. 26. Singers and instrumentalists will perform "Folsom Prison Blues," "the Man in Black," "I Walk the Line,"

"A Boy Named Sue," "Jackson" and dozens more.

Studio Teen managing director Jake Speck said the creation of "The Cash Legacy" spurred from the success of the company's first original production in 2013, featuring the music of Hank Williams.

"Thanks to the overwhelmingly enthusiastic response to 'The Hank Legacy' from audiences, critics and the greater Nashville music industry and community, we are thrilled to continue this new Studio Teen tradition of honoring Music City legends," Speck said in a press release.

Performances will run Thursdays through Sundays, Feb. 19-March 1, in Jamison Hall at the Factory in Franklin. Showtimes Thursdays and Fridays are at 7 p.m. Saturdays will have performances at 2 and 7 p.m., and Sundays at 2 p.m.

CORRECTION

Renee Robinson, Country Music Hall of Famer Marty Robbins' son, was misidentified in a story on Page 1 in last Sunday's Williamson section.

Save Your Bradford Pear Trees

Top and shape now to prevent splitting.
We grind stumps and trim shrubs

Call Buddy Inman at
400-7181

or
Raymond Inman at
400-7175

RETAIL LIQUOR LICENSE NOTICE

Take notice that Fairview Liquors and Fine Wines, 2322 Fairview Blvd., Fairview, TN 37062, will apply to the City of Fairview for a certificate of compliance and will apply to the Tennessee Alcoholic Beverage Commission at Nashville for a retail liquor license for a store named Fairview Liquors and Fine Wines and is located at 2322 Fairview Blvd., Fairview, TN 37062 and owned by a Limited Liability Company between Ray Kasper, Amy McConnell and Ryan Doss. Applicants wishing to be heard on the certificate of compliance may personally or through counsel appear or submit their views in writing at the City of Fairview, 1120 Day Center Hwy. on February 5 at 7:00 P.M. or call (615) 799-2484. The Tennessee Alcoholic Beverage Commission will consider the application at a later date to be held by the Tennessee Alcoholic Beverage Commission in Nashville, Tennessee. Interested persons may personally or through counsel appear or submit their views in writing by the hearing date to be scheduled by the TABC. (P.L.A. 03-03-03-04, continued) Any person who wishes to challenge the application or the license to retail liquor to be held by the Tennessee Alcoholic Beverage Commission, 228 Capitol Blvd., Suite 320, Nashville, TN 37243 or (615) 741-1632. CNA15, 1/17/15, 01/17/15

7100 City Center Way
Fairview, TN 37062
PHONE: (615) 799-2484

Rcpt Date: 01/26/2015 Rcpt #: 00015419
Cash Acct: 110-11100
Received Of: FAIRVIEW LIQUORS AND FINE WINES LLC
Cmt: CERTIFICATE OF COMPLIANCE
Tendered Amount: 250.00
Receipt Amount: 250.00
Change Due: 0.00

R E C E I P T		D I S T R I B U T I O N	
FUND	FUNCT-OBJ	DESCRIPTION	AMOUNT
110	32220	LIQUOR LICENSES	250.00

P A Y M E N T		D I S T R I B U T I O N	
PAYMENT DESCRIPTION	REFERENCE NUMBER	AMOUNT	
CHECK	2423	250.00	

CUSTOMER COPY

Received By: COUNTER1

CITY OF FAIRVIEW
7100 City Center Way
Fairview, TN 37062
PHONE: (615) 799-2484

Rcpt Date: 01/26/2015 Rcpt #: 00015419
Cash Acct: 110-11100
Received Of: FAIRVIEW LIQUORS AND FINE WINES LLC
Cmt: CERTIFICATE OF COMPLIANCE
Tendered Amount: 250.00
Receipt Amount: 250.00
Change Due: 0.00

R E C E I P T		D I S T R I B U T I O N	
FUND	FUNCT-OBJ	DESCRIPTION	AMOUNT

P A Y M E N T		D I S T R I B U T I O N	
PAYMENT DESCRIPTION	REFERENCE NUMBER	AMOUNT	
CHECK	2423	250.00	

ORIGINAL COPY

Received By: COUNTER1

CERTIFICATE OF COMPLIANCE
RETAIL PACKAGE STORE

10 B

Pursuant to Tennessee Code Annotated, Title 57, Section 57-3-208 and 57-3-213; this is to certify that:

Name of Applicant: Jeff McCord

Home Address: 7700 Canev Fork Rd, Fairview TN 37012

Date of Birth: _____ SSN: _____

Has made application for a Certificate of Compliance to sell retail alcoholic beverages in the

County of Williamson, State of Tennessee, at 2276 Fairview
Boulevard, Good Times Spirits and Wines
(Name and Street Address of Liquor Store)

and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation of the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.

This the _____ day of _____, 20 _____.

Mayor or Other Official Head of Municipality

Member of Legislative Body of Municipality

THIS CERTIFICATE OF COMPLIANCE EXPIRES NINETY (90) DAYS FROM _____.

MAIL TO:

Tennessee Alcoholic Beverage Commission
Davy Crockett Towers, 3rd Floor
500 James Robertson Parkway
Nashville, TN 37243-0755

7100 City Center Way
Fairview, TN 37062
PHONE: (615) 799-2484

Rcpt Date: 01/29/2015 Rcpt #: 00015429
Cash Acct: 110-11100
Received Of: GOOD TIMES SPIRITS AND WINES
Cmt: CERTIFICATE OF COMPLIANCE RENE Tendered Amount: 250.00
Receipt Amount: 250.00
Change Due: 0.00

R E C E I P T		D I S T R I B U T I O N	
FUND	FUNCT-OBJ	DESCRIPTION	AMOUNT
110	32220	LIQUOR LICENSES	250.00

P A Y M E N T		D I S T R I B U T I O N	
PAYMENT DESCRIPTION	REFERENCE NUMBER		AMOUNT
CHECK	6947		250.00

CUSTOMER COPY

Received By: COUNTER1

CITY OF FAIRVIEW
7100 City Center Way
Fairview, TN 37062
PHONE: (615) 799-2484

Rcpt Date: 01/29/2015 Rcpt #: 00015429
Cash Acct: 110-11100
Received Of: GOOD TIMES SPIRITS AND WINES
Cmt: CERTIFICATE OF COMPLIANCE REN Tendered Amount: 250.00
Receipt Amount: 250.00
Change Due: 0.00

R E C E I P T		D I S T R I B U T I O N	
FUND	FUNCT-OBJ	DESCRIPTION	AMOUNT

P A Y M E N T		D I S T R I B U T I O N	
PAYMENT DESCRIPTION	REFERENCE NUMBER		AMOUNT
CHECK	6947		250.00

ORIGINAL COPY

Received By: COUNTER1

10 C

Bill # 2015-04

ORDINANCE NO. 869

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE XVII, SECTION 16-104.3, "BOARD OF ZONING APPEALS, MEMBERSHIP"

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 City of Fairview, Tennessee, needs to amend the City of Fairview, Tennessee Municipal Zoning Code, Article XVI, Section 16-104.3 "Board of Zoning Appeals, Membership" to allow the Board of Zoning Appeals to operate more efficiently relative to service provided to all of the citizens of the City of Fairview, Tennessee.

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

Fairview, Tennessee Municipal Zoning Code, Article XVI, Section 16-104.3 "Board of Zoning Appeals, Membership" is hereby amended as detailed in this Ordinance.

Article XVI, Section 16-104.3 as it presently reads is as follows:

16-104.3 Board of Zoning Appeals, Membership

The Board shall consist of five (5) members who have been bona fide residents of the Planning Jurisdiction for not less that there (3) years prior to appointment and who shall continue to be so eligible as long as they serve. Board members shall be appointed by the Board of Commissioners.

Article XVI, Section 16-104.3 as amended reads is as follows:

(1) The Board shall consist of five (5) members who have been bona fide residents of the Planning Jurisdiction for not less that there (3) years prior to appointment and who shall continue to be so eligible as long as they serve and one (1) member of the Board of Commissioners who shall serve on the Board of Zoning Appeals for the duration of his/her elected term on the Board of Commissioners unless said member shall resign or be removed from the Board of Zoning Appeals by majority vote of the elected Board of Commissioners. Said Board of Zoning Appeals Member appointed from the elected Board of Commissioners shall be a non-voting ex office member who may fully participate in all discussions, ask questions and participate in all the

debate on any issue. Said member shall not be permitted to make motions or vote on the issues except as detailed in the provisions of item 2 in this Article of this Ordinance. All Board members shall be appointed by the Board of Commissioners.

2. The ex officio member shall be allowed to fully participate as stated in item 1 of this article as well as make motion(s) and vote upon the issue(s) under the following circumstances to the full extent of any member of the Board of Zoning Appeals. (a) When without the full participation of the Ex Officio Member, the particular meeting of the Board of Zoning Appeals would not have the appropriate number of members present to constitute a quorum. (b) When due to the absence of Board of Zoning Appeals Members present and voting or if a sufficient number of Board of Zoning Appeals Members decline to vote or abstain from voting creates the situation which without the vote of the Ex Officio Member a tie vote exists.

BE IT FURTHER ORDAINED, that all the remaining provisions of this article remain as they are without any change and,

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

Approved and recommended by the City of Fairview, Tennessee,
Municipal Planning Commission this _____ day of _____, 2015.

Planning Commission Chairman

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:


CITY ATTORNEY

Passed First Reading

Passed Second Reading

Public Hearing Held

10 D

 INTERACTIVE SOLUTIONS 3860 Forest Hill Irene Road Suite 101 Memphis, TN 38125 Interactive Solutions, Inc. P: 901.866.1474 F: 901.866.1475 Website: www.isitn.com	Date	January 16, 2015
	Customer	CITYOFAIR
	Customer Representative	Tom Daugherty
	Address	
	Project	Maint
	Prepared By	Josh Wilbanks
	Designer	N/A
	Quote Revision	1

Qty.	Description	Price/ Unit	Extended Price	Manufacturer	Part #
	Hardware				
	Video				
1	DigitalMedia™ Presentation System 300				
1	Production View HD				
3	Wall VIEW HD-20 PTZ camera				
1	HD ceiling document camera				
2	Dual 7.0 LCD Rack Mount Monitors				
1	DigitalMedia 8G™ STP Transmitter 201				
2	DigitalMedia 8G+™ Receiver & Room Controller w/Scaler				
1	9-input Scaler / Switcher - HQV® Processing				
3	1:2 HDMI Distribution Amplifier				
1	1:8 HDMI Distribution Amplifier				
1	Format converter from HDMI to composite				
1	Coax Modulator for broadcast				
5	Preview Monitors for council table				
2	Widescreen projector with lens				
2	164" electric screen (87" high)				
1	Playback machining with scheduling features				
	Audio				
1	AudiaFLEX chassis, 2RU				
10	2-channel mic/line input card				
2	2-channel mic/line output card				
1	12" Gooseneck Condenser Microphone w/ XLR, mute switch, LED Indicator				
13	Cardioid Condenser Boundary Microphone with Switch				
1	8 channel amplifier				
17	6.5" treated fiber cone with coaxial 1" soft- dome tweeter				
	Control				
1	Isys® 9" Tilt Touch Screen, Black Smooth				
1	Ethernet switch				
1	Infrared (IR) Emitter Probe				
	Rack, Mounts, and Accessories				
2	14 space rack with shelves, vents, power, and accessories				
1	Vaddio Productionview rack console				
	Recording				
1	Capture HD High-Definition Capture Recorder				

	Labor/Installation/Support/Shipping				
1	12 Months of Service and Support for The City of Fairview Council. Coverage includes repair or replacement of equipment, software updates and upgrades when available, ISI telephone help desk during normal business hours, access to 24/7 online trouble ticket system, and ISI onsite technician when necessary. Coverage dates are 1/16/15 to 1/15/16.	\$ 8,317.00	\$ 8,317.00	ISI	SVC
		\$ -	\$ -		
		\$ -	\$ -		
		\$ -	\$ -		

Pre-Tax Contract Total \$ 8,317.00

Beginning September 1, 2013 1 ½ % per month (18% APR) will be charged on past due invoices

This agreement made and entered into by and between Interactive Solutions, Inc., a Tennessee Corporation, with principal offices in Memphis, Tennessee hereinafter referred to as "ISI" and the "Purchaser".

Customer Authorization	
Printed Name	Title
Signature	Date

Interactive Solutions, Inc. Authorization	
Josh Wilbanks	Service Contract Specialist
Printed Name	Title
Josh Wilbanks	1/26/15
Signature	Date

Tom Daugherty

From: Josh Wilbanks [jwilbanks@isith.com]
Sent: Tuesday, January 20, 2015 9:58 AM
To: Tom Daugherty
Subject: RE: City of Fairview Service Contract

Follow Up Flag: Follow up
Flag Status: Completed

Tom

Please see below the list of equipment along with quantity and pricing. Please let me know if you need anything else.

	Video	
1	DigitalMedia™ Presentation System 300	\$ 7,000.00
1	Production View HD	\$ 5,895.00
3	Wall VIEW HD-20 PTZ camera	\$ 5,795.00
1	HD ceiling document camera	\$ 4,695.00
2	Dual 7.0 Rack Mount Monitors	\$ 1,500.00
1	DigitalMedia 8G™ STP Transmitter 201	\$ 1,300.00
2	DigitalMedia 8G+™ Receiver & Room Controller w/Scaler	\$ 1,400.00
1	9-input Scaler / Switcher - HQV® Processing	\$ 1,495.00
3	1:2 HDMI Distribution Amplifier	\$ 295.00
1	1:8 HDMI Distribution Amplifier	\$ 895.00
1	Format converter from HDMI to composite	\$ 400.00
1	Coax Modulator for broadcast	\$ 1,500.00
5	Preview Monitors for council table	\$ 220.00
2	Widescreen proj with lens	\$ 4,179.00
2	164" electric screen (87" high)	\$ 1,345.00
1	Playback maching with scheduling features	\$ 1,595.00
	Audio	
1	AudiaFLEX chassis, 2RU	\$ 2,925.00
10	2-channel mic/line input card	\$ 235.00
2	2-channel mic/line output card	\$ 145.00
1	12" Gooseneck Condenser Microphone w/ XLR, mute switch, LED indicator	\$ 261.00
13	Cardioid Condenser Boundary Microphone with Switch	\$ 341.00
1	8 channel amplifier	\$ 1,500.00
17	6.5" treated fiber cone with coaxial 1" soft-dome tweeter	\$ 145.00
	Control	
1	Isys® 9" Tilt Touch Screen, Black Smooth	\$ 3,800.00
1	Ethernet switch	\$ 99.00
1	Infrared (IR) Emitter Probe	\$ 35.00
	Rack, Mounts, and Accessories	
2	14 space rack with shelves, vents, power, and acessories	\$ 600.00

1	Vaddio Productionview rack console	\$ 569.00
	Recording	
1	Capture HD™ High-Definition Capture Recorder	\$ 2,250.00

Thanks
Josh

From: Tom Daugherty [mailto:cfo@fairview-tn.org]
Sent: Tuesday, January 20, 2015 9:44 AM
To: Josh Wilbanks
Cc: 'Wayne Hall'; 'Sissy Taylor'
Subject: City of Fairview Service Contract

Mr. Wilbanks,

Thanks for the informative call this morning and the flexibility for me to work with the Board of Commissioners, City Manager, and City Attorney to get this contract ironed out. I look forward to getting the numbers from you and will be in touch February 6th.

Thanks again,

Tom Daugherty
Finance Director
615-387-6085 - office
615-799-1383 - fax
cfo@fairview-tn.org



10 E

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 04-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, ESTABLISHING A UNIFORM POLICY ON THE ACCEPTANCE OF GIFTS AND OTHER DONATIONS TO THE CITY.

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

WHEREAS, the City of Fairview, Tennessee desires to evaluate the suitability of donations and other gifts prior to acceptance by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FAIRVIEW, TENNESSEE BOARD OF COMMISSIONERS AS FOLLOWS:

1. **Gifts and donations to be approved by the Board of Commissioners.** It shall be the policy of the City of Fairview, Tennessee that no City official or employee shall solicit or accept any donation or gift on behalf of the City unless and until such solicitation or proposed donation is first approved and authorized by the Board of Commissioners of the City of Fairview, Tennessee. For the purpose of this Resolution, the phrase "donation or gift" shall include, but is not limited to, such items of value as cash, bonds, real estate, automobiles, and other items of personalty. Cash and Bonds may be considered only from an Estate of the Donor or from individuals on a one at a time basis and acceptance for either can only be extended by a vote of two thirds (2/3) majority of the full Board of Commissioners of the City of Fairview, Tennessee.

2. **Fiscal Evaluation.** Prior to voting to accept a donation or gift, the Board of Commissioners shall first conduct or have conducted by a professional in the particular field of appraising of the donation or gift offered to the city a cost/benefit analysis to determine how acceptance of the proposed gift or donation will affect the City treasury and cash flow.

3. **Legal evaluation.** Prior to voting to accept a donation or gift, the Board of Commissioners shall seek and obtain appropriate legal advice to determine the legal implications of such acceptance. In no event, shall the City accept offers of donations or gifts which are predicated on the donor receiving any type of favorable treatment by the City, nor shall the City accept donations or gifts which are predicated on the City pursuing policies which violate Federal or State law or municipal ordinance(s).

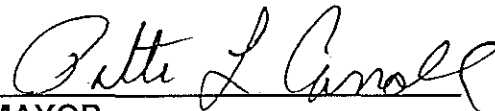
4. **Inappropriate donations or gifts.** In considering the acceptance of gifts or donations, the Board of Commissioners may consider whether such acceptance, or conditions of such acceptance, may be unreasonably offensive to the citizens of the City of Fairview, Tennessee.


5. **Exceptions for grants and low-interest loans.** Nothing in this policy shall be construed to apply to any Private Foundation, federal, or state grants or low-interest loans offered to the City of Fairview, Tennessee.

6. **Severance Clause:** Should any provision of this Resolution be found to be unconstitutional, in violation of any Statute or against public policy by a Court of competent jurisdiction, that provision shall be severed from the Resolution with the remaining provisions held in tact and not affected by the severance action.

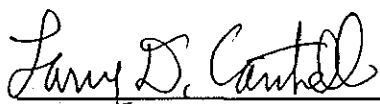
7. **Effective Date:** This Resolution shall become effective upon the date of its passage the welfare of the public requiring it.

PASSED AND APPROVED THIS 15th DAY OF January, 2015.


MAYOR

Attest: 
City Recorder

APPROVED AS TO FORM


City Attorney
Fairview, Tennessee

Parks Department - City of Fairview

10 F

Bowie Nature Park
7211 Bowie Lake Rd.
Fairview, TN 37062



Phone: 615-799-5544 ext. 4
Fax: 615-799-2076
www.bowiepark.org

January 27, 2015

Summer camp fee change

Mayor, Vice Mayor, Commissioners,

The Park staff is requesting a fee change to our summer camp program. We're asking the fees be changed to \$75.00 half day and \$125.00 for our full day camps. We believe that the increase still makes the summer camps fees affordable to the campers and is still below the other summer camps in our area.

Thank you
Keith Paisley
Community services Director

Summer Camp Comparisons as of January 2015

Organization	Name of Program	Ages	Times	cost	what is included	Misc.
Adventure Science center	Camp Quest	k-6th	9am-4pm	\$220/\$270		
Camp Idyllwood	Camp Idyllwood	5-12yrs	9am-4pm	\$252-\$315	Includes: bus ride, t-shirt, healthy snack	
Cheekwood	Camp Cheekwood	5-16yrs	9am-12pm or 1pm-4pm	\$200		1/2 day camp choices
Nashville Zoo	Summer Camp	5-10yrs	9am-3pm	\$210/\$235		no snacks because of food allergies
Whippoorwill Farm Day Camp	Whippoorwill Farm Day Camp	1st-6th	9am-3:30pm	\$330	Includes: bus ride, snack	
YMCA	Camp Widjiwagan	1st-9th	8:30am-4:15pm	\$210-\$380		Transportation \$45/week
Discovery Center	Camp	k-7th	9am-3pm	\$150/\$175	Includes: snack	
*Vanderbilt Dyer Oserver	Dyer Observers Space Science Camp	5th-8th	9am-4pm	\$285	includes: snack	*2014 fee
Friends of Warner Park and Metro	Camp Warner Park	6-12yrs and 7th-9th	9am-4pm	\$205		
*City of Murfressboro	Wilderness Station	6-12yrs	9am-12pm or 9am-4pm	\$50/half day \$150/full day		*2014 fee
Owl's Hill	Screech Owl Camp	5yr-11yr	9am –1:30 pm or 9am-3pm	\$240/half day \$275/full day	Includes: snacks and lunch on Friday and shirt	
City of Fairview	Camp Bowie	5-12yrs	8:30am-12pm or 8:30am-3:30pm	\$75/half day \$125/full day	Includes: snacks and shirt	*Proposed 2015 fee