

RESOLUTION 04-24

A RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION FOR THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FOR FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS WELL AS SUPPORT FOR THE REQUIRED MATCHING FUNDS FROM THE CITY OF FAIRVIEW

WHEREAS, the purpose of the Assistance to Firefighters Grant (AFG) Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by providing direct financial assistance to eligible fire departments for critically needed resources to equip and train emergency personnel, enhance operational efficiencies, foster interoperability, and support community resilience; and

WHEREAS, the Fairview Fire Department is seeking such assistance to purchase SCBA (Self Contained Breathing Apparatus) gear to remain in compliance with NFPA recommended standards and maintain the safety of Fairview firefighters; and

WHEREAS, the Fairview Fire Department wishes to apply for \$253,268.08 in AFG funds for this purpose; and

WHEREAS, because the grant is a 95/5 match, the Board of Commissioners commits to provide \$12,663.40 in matching funds should the application be successful.

NOW, THEREFORE, BE IT RESOLVED the City of Fairview, Tennessee, Board of Commissioners supports the submission of an application for \$253,268.08 in funding to the Assistance to Firefighters Grant Program to purchase SCBA gear for the Fairview Fire Department and supports \$12,663.40 in matching funds.

Passed and adopted this 15th day of February, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 05-24

A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS ACCEPTING THE CITY’S AUDIT FOR THE FISCAL YEAR ENDING JUNE 30, 2023

WHEREAS, the accounting firm of Blankenship CPA Group, PLLC has performed and audit of the city’s financials for the fiscal year ended June 30, 2023, and

WHEREAS, the auditors have delivered an unqualified report free of any findings, material weaknesses or ongoing concerns, and

WHEREAS, the audit fairly and accurately reflects the financial condition of the City of Fairview for its 2023 fiscal year, and

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

BE IT RESOLVED that the City of Fairview hereby accepts the Fiscal Year 2023 Audit as prepared and presented by the accounting firm of Blankenship CPA Group, PLLC.

Passed and adopted this 15th day of February, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

BOARD OF COMMISSIONERS
CITY OF FAIRVIEW
7100 CITY CENTER WAY
FAIRVIEW, TENNESSEE 37062

RESOLUTION 06 - 24

**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE TO ADOPT
THE WILLIAMSON COUNTY GROWTH PLAN AS RECOMMENDED BY
THE WILLIAMSON COUNTY GROWTH PLAN COORDINATING
COMMITTEE**

WHEREAS, pursuant to Tenn. Code Ann. §§ 6-58-101 *et seq.*, Williamson County and the municipalities located therein are vested with the authority to adopt a comprehensive growth policy and corresponding map (“Growth Plan”) outlining anticipated development; and

WHEREAS, pursuant to Tenn. Code Ann. § 6-58-102, the purpose of said law and the Growth Plan is explained as follows:

With this act, the General Assembly intends to establish a comprehensive growth policy for this state that:

- Eliminates annexation or incorporation out of fear;
- Establishes incentives to annex or incorporate where appropriate;
- More closely matches the timing of development and the provision of public services;
- Stabilizes each county’s education funding base and establishes an incentive for each county legislative body to be more interested in education matters; and
- Minimizes urban sprawl.

WHEREAS, Williamson County and the municipalities located therein last adopted a Growth Plan over twenty (20) years ago; and

WHEREAS, the need to revise and adopt an updated Growth Plan has become manifestly apparent; and

WHEREAS, the Growth Plan Coordinating Committee was convened on June 13, 2023, and, pursuant to Tenn. Code Ann. § 6-58-104, prepared a Growth Plan in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*; and

WHEREAS, the Growth Plan Coordinating Committee conducted two (2) public hearings in accordance with Tenn. Code Ann. § 6-58-104; and

WHEREAS, the Growth Plan Coordinating Committee submitted the Growth Plan to Williamson County and the municipalities located therein on January 3, 2024 for consideration by each jurisdiction; and

WHEREAS, the City of Fairview is required, pursuant to Tenn. Code Ann. § 6-58-104, to ratify or reject the Growth Plan as submitted and recommended by the Growth Plan Coordinating Committee; and

WHEREAS, upon review of the Growth Plan and associated map outlining the urban growth areas for the various municipalities and the planned growth areas for Williamson County, the City of Fairview approves and adopts the Growth Plan as submitted and recommended by the Growth Plan Coordinating Committee; and

WHEREAS, in conjunction with the Growth Plan process, Williamson County and the jurisdictions located therein have determined that an interlocal agreement, authorized pursuant to Tenn. Code Ann. §§ 12-9-101 *et seq.* & 6-58-101 *et seq.*, (“Interlocal Agreement”) is needed by and between the jurisdictions to provide a framework for joint parameters, covenants, and conditions related to the county-wide Growth Plan and to the implementation of the Growth Plan in the future; and

WHEREAS, the City of Fairview has determined that adoption of the Interlocal Agreement is necessary in order for the City of Fairview to adopt the Growth Plan; and

NOW, THEREFORE, BE IT RESOLVED by the City of Fairview, meeting in regular session on the 15th day of February 2024, that the City of Fairview approves and adopts the Growth Plan, attached hereto and incorporated herein, as submitted and recommended by the Growth Plan Coordinating Committee in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*, and approves the Interlocal Agreement, attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, by the City of Fairview that this Resolution be appended to the Growth Plan, and that the Williamson County Growth Plan Coordinating Committee is hereby directed, upon passage of this Resolution by all applicable jurisdictions, to submit the Growth Plan to the Local Government Planning Advisory Committee for approval in accordance with Tenn. Code Ann. §§ 6-58-101 *et seq.*

BE IT FURTHER RESOLVED, that this Resolution shall take effect only upon the passage of the Growth Plan and Interlocal Agreement by all jurisdictions, being Williamson County, City of Brentwood, City of Fairview, City of Franklin, Town of Nolensville, City of Spring Hill, and Town of Thompson’s Station. If any jurisdiction does not adopt and ratify the Growth Plan and the Interlocal Agreement, as submitted, then this

Resolution shall be of no effect and considered a rejection of the Growth Plan pursuant to Tenn. Code Ann. § 6-58-104.

Passed and adopted this 15th day of February, 2024.

Lisa Anderson, Mayor

Passed: _____

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) between WILLIAMSON COUNTY, TENNESSEE (“County”), the CITY OF BRENTWOOD, TENNESSEE (“Brentwood”), the CITY OF FAIRVIEW, TENNESSEE (“Fairview”), the CITY OF FRANKLIN, TENNESSEE (“Franklin”), the TOWN OF NOLENSVILLE, TENNESSEE (“Nolensville”), the CITY OF SPRING HILL, TENNESSEE (“Spring Hill”), and the TOWN OF THOMPSON'S STATION, TENNESSEE (“Thompson’s Station”) (collectively the “parties” or “localities”), for the establishment of joint parameters, covenants, and conditions related to the county-wide Growth Plan.

WHEREAS, pursuant to Tenn. Code Ann. §§ 12-9-101 *et seq.* & 6-58-101 *et seq.*, the herein named Tennessee local governments, the parties, upon approval of their respective legislative bodies, have the authority to enter into agreements for joint cooperative action; and

WHEREAS, the parties to this Agreement are committed to providing additional, joint parameters, covenants, and conditions with regard to the Williamson County Growth Plan (Growth Plan); and

WHEREAS, the parties wish to enter into the Agreement and find the same to be for the mutual benefit and best interest of the citizens of the localities, collectively and independently:

NOW THEREFORE BE IT RESOLVED, the parties agree as follows:

- 1. Purpose.** The parties agree that entering into this Agreement is to the mutual benefit of the parties. The objective of this Agreement is to provide a framework for joint parameters, covenants, and conditions related to the county-wide Growth Plan, attached hereto as Exhibit A, and to the implementation of the Growth Plan in the future. The parties expressly acknowledge and agree that this Agreement sets forth the terms and conditions governing the roles and responsibilities of each party.
- 2. Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tenn. Code Ann., §§ 12-9-101, *et seq.*, as well as pursuant to the authority under Tenn. Code Ann., §§ 6-58-101 *et seq.* The parties agree that all approvals and filings required by the terms thereof shall be achieved as soon as possible from and after the execution of this Agreement.
- 3. Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances. Further, this Agreement does not create a joint venture or partnership of any kind.
- 4. Scope.** This Agreement addresses and memorializes the parties’ agreement as to the Growth Plan and matters related to the Growth Plan in the future, including but not

limited to mandatory timelines to address future Growth Plan updates, annexation, planning and zoning, and the formation of a standing advisory committee to facilitate growth, planning, and transportation issues in the future by and between the parties.

5. Annexation. The parties agree that any locality vested with the power of annexation shall not annex any property located outside of the annexing locality's Urban Growth Boundary ("UGB"), as the same is defined in Tenn. Code Ann. §§ 6-58-101 & 107.

6. Growth Plan Update. The parties agree that the coordinating committee, as defined in Tenn. Code Ann. § 6-58-101 *et seq.* (the "Act"), and as thereafter may be amended, ("Coordinating Committee") shall be convened by the Mayor of the County no later than five (5) years from the date of the approval of the 2023 Growth Plan by the Local Government Planning Advisory Committee, or any growth plan adopted hereafter. This section shall not limit the ability of any locality, pursuant to the Act, to seek the convening of the Coordinating Committee at any time. Nothing herein shall be construed so as to require any future Coordinating Committee to amend or recommend amending the growth plan, and the same shall be fully empowered to determine that no amendment is warranted.

7. Advisory Committee. The parties agree that, after the Growth Plan is adopted contemporaneously with this agreement, an advisory committee ("Advisory Committee") shall be established to address matters and issues as delineated and defined herein for the benefit of the parties. The Advisory Committee shall consist of seven (7) voting members, with a member from each of the localities, selected as each of the localities may choose. Other individuals from the localities or public may attend any Advisory Committee meeting. The Advisory Committee's role shall be as a vetting and informational body designed to foster communication and cooperation. The Advisory Committee shall schedule a meeting at least four (4) times per calendar year, which may be cancelled if there is no business as determined by the Chair. The Advisory Committee is empowered to adopt rules of procedure for the conduct of its meetings, and the Mayor of the County shall serve as the Chair for such meetings unless he so declines. Any member of the Advisory Committee can request a meeting by providing written notice to the Chair of such request, and the Chair shall call a meeting within thirty (30) days.

8. Extraordinary Circumstances. In the event any locality determines that an extraordinary circumstance exists that may necessitate consideration of an amendment to the Growth Plan, as the locality itself may determine in its sole discretion, within the scope of this Agreement, said locality shall notify the Chair of Advisory Committee of the same in writing, and, within thirty (30) days of receipt, said Chair shall convene a meeting of the Advisory Committee to hear the extraordinary circumstance propounded by the applicable party and make recommendations regarding the same. Said recommendation shall not bind the locality or the parties in any form or manner but shall

serve as an informed opinion and recommendation by a deliberative body regarding the submitted extraordinary circumstance.

9. Alteration of the Act. In the event the Act is repealed or amended in such a way as to render following the new act impracticable under this Agreement, the parties agree to continue to follow the Act that is in existence at the time of the adoption of this Agreement, along with this Agreement itself, for a period of five (5) years after the next occurrence causing the Coordinating Committee to convene as defined herein.

10. Notice to Property Owners. At or before the convening of the Coordinating Committee, as outlined in Section 6 hereinabove, each party shall give notice to the owner(s) of each parcel or tract of real property said party is considering to include in its expanded Urban Growth Boundary or Planned Growth Area, as applicable. For purposes of clarity, notice shall include relevant information, as determined by the party, and be given by USPS regular mail to the address(es) of record in the Williamson County Register of Deeds at the time notice is given. The notice contemplated herein is intended to provide information to the property owners being considered for an expanded Urban Growth Boundary or Planned Growth Area. Lack of actual notice shall not be grounds for breach of this Agreement or challenge to the Growth Plan.

11. Term. This Agreement shall become effective on the date it is fully executed and shall continue for a period of five (5) years from the date of the approval of the Growth Plan by the Local Government Planning Advisory Committee unless amended by the parties. The parties acknowledge that the term could be longer based upon Section 9 hereinabove. If the Coordinating Committee is properly convened, the expiration of the term shall be tolled until the Coordinating Committee adjourns its convening purpose or an amendment to the Growth Plan is adopted by all of the parties, whichever is last to occur.

12. Other Agreements. Nothing herein shall prevent any party from entering into any other agreement, interlocal or otherwise, with another party or parties named herein so long as said agreement is not in conflict with this Agreement or a subversion of the purpose of this Agreement. For purposes of clarity, the parties covenant and agree that no other agreement shall be entered into by any party that amends the Growth Plan, amends the Growth Plan Map, or violates any material term of this Agreement. The foregoing notwithstanding, any proposed interlocal agreement that directly or indirectly falls within the scope of this Agreement shall first be submitted to the Advisory Committee in writing, to include a proposed copy of the agreement. The submitted agreement shall be placed on the next Advisory Committee meeting for informational and discussion purposes unless a member calls a meeting to discuss the same at an earlier date. In the event the Advisory Committee finds that any submitted agreement violates or subverts this Agreement, it may so find and send a notice of the same to the localities.

13. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only party's signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

14. Conflict with Laws. Nothing in this Agreement is intended to conflict with current applicable laws or regulations.

15. Modification. This Agreement may be modified upon the mutual written consent of the parties.

16. Agreement of Cooperation. Each party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement. All parties shall, at the agreed to times outlined herein, and from time to time, execute, acknowledge, deliver and/or enact all further instruments and/or assurances to effectuate the terms of this Agreement. The parties agree to cooperate in good faith. The parties recognize that a locality may request to open the growth plan earlier than the agreed to five (5) year date to address extraordinary circumstances or otherwise. No party is required to re-open its UGB, however all parties agree to cooperate with the Coordinating Committee and participate so as to provide a quorum.

17. Time is of the Essence. Time is of the essence for this Agreement for prompt completion.

18. Force Majeure. No party shall have any liability to any other party hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, or other cause of similar or dissimilar nature beyond its control.

19. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

20. Assumption of Liability. Each party shall be and remains liable for its actions as

well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

21. Breach of Agreement. Any party that alleges any other party to be in breach ("Charging Party") of this Agreement shall first send a letter to the breaching party ("Breaching party") of the nature of the breach, and the Charging Party shall copy all parties herein. If the Breaching Party does not provide sufficient assurances, in writing, dispelling the alleged breach, the Charging Party, or any other party, shall submit to the Advisory Committee a letter on the nature of the breach. Within thirty (30) days of receipt of said letter, the Chair of the Advisory Committee shall convene a meeting to address the letter and make recommendations regarding the same. Nothing herein shall prevent the Charging Party, or any other party, from filing an action in a court of competent jurisdiction seeking injunctive relief as to an alleged breach by the Breaching party, however no further action beyond seeking an injunction may occur until the Advisory Committee renders a recommendation and the parties then attempt mediation of the dispute. The mediator for said mediation shall not be a resident of or have offices in Davidson County, Williamson County, or Maury County. The mediator shall be selected by a majority vote of the Advisory Committee, which shall be incorporated into the Advisory Committee's recommendation. The parties agree that all parties herein are necessary parties involving an action filed in a court of competent jurisdiction for breach of this Agreement.

22. Choice of Law & Venue. This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Tennessee without regard to Tennessee's choice of law rules. Venue shall be in the Chancery Court of Williamson County, Tennessee.

23. Waiver. The failure of one party to demand from the other party performance of any act under the Agreement shall not be construed as a waiver of said party's right to demand, at any subsequent time, such performance.

24. Miscellaneous. The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, except as herein contained. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

WILLIAMSON COUNTY, TENNESSEE:

By: _____
Rogers Anderson, Mayor

Date: _____

Approved as to form and legality:

Williamson County Attorney

CITY OF BRENTWOOD, TENNESSEE:

By: _____
Mark Gorman, Mayor

Date: _____

Approved as to form and legality:

City of Brentwood Attorney

CITY OF FAIRVIEW TENNESSEE:

By: _____
Lisa Anderson, Mayor

Date: _____

Approved as to form and legality:

City of Fairview Attorney

CITY OF FRANKLIN, TENNESSEE:

By: _____
Ken Moore, Mayor

Date: _____

Approved as to form and legality:

City of Franklin Attorney

TOWN OF NOLENSVILLE, TENNESSEE:

By: _____
Halie Gallik, Mayor

Date: _____

Approved as to form and legality:

Town of Nolensville Attorney

CITY OF SPRING HILL, TENNESSEE:

By: _____
Jim Hagaman, Mayor

Date: _____

Approved as to form and legality:

City of Spring Hill Attorney

TOWN OF THOMPSON'S STATION, TENNESSEE:

By: _____
Brian Stover, Mayor

Date: _____

Approved as to form and legality:

Town of Thompson's Station Attorney


Rogers C. Anderson
Williamson County Mayor



WILLIAMSON COUNTY GOVERNMENT

MEMORANDUM

TO: Mayor Mark Gorman, City of Brentwood
Mayor Lisa Anderson, City of Fairview
Mayor Ken Moore, City of Franklin
Mayor Halie Gallik, Town of Nolensville
Mayor Brian Stover, Town of Thompson's Station
Mayor Jim Hagaman, City of Spring Hill

FROM: Rogers Anderson, Mayor-Williamson County
Growth Plan Coordinating Committee Chairman 

RE: Attachment- Recommended Revised Williamson County Growth Plan

DATE: January 3, 2024

Attached is the revised Williamson County Growth Plan and its accompanying map, revising the Urban Growth Boundaries, Planned Growth Areas and Rural Areas as recommended by the Williamson County Growth Plan Coordinating Committee on November 21, 2023.

Please be reminded that the legislative bodies of your respective jurisdictions are required to take action to ratify or reject this recommended Growth Plan no later than March 20, 2024. Failure to take such action within that deadline will result in your jurisdiction considered to have ratified the recommended Growth Plan. Please see Tennessee Code Annotated Sections 6-58-104(a)(4) and 6-58-104(d)(1).



RESOLUTION 07-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE (1) CITIZEN MEMBER TO THE PLANNING COMMISSION

WHEREAS, Tenn. Code Ann. § 13-4-101 states “the chief legislative body of any municipality, whether designated board of aldermen, board of commissioners or by other title, may create and establish a municipal planning commission. Such planning commission shall consist of not less than five (5) members and not more than ten (10) members, the number of members within the limits to be determined by the chief legislative body. One (1) of the members shall be the mayor of the municipality or a person designated by the mayor and one (1) of the members shall be a member of the chief legislative body of the municipality selected by that body; and

WHEREAS, the City of Fairview Board of Commissioners is authorized by the City Charter to create Boards, Commissions and Authorities as the Mayor and Board of Commissioners deem necessary; and

WHEREAS, the City of Fairview Municipal Planning Commission has been established to consist of nine (9) members, including the mayor of the municipality and one (1) member of the chief legislative board.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following citizen to the Planning Commission with the associated terms of service:

- I. _____ (*term ending 6/30/2026*)

Passed and adopted this the 15th day of February, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Planning Commission Applicants (term expiring 6-30-2026)

1. Batson, JT
2. Brandell, Anne
3. Bufalini, Don
4. DeWire, Greg
5. Hamad, Amir
6. Pape, Jeff
7. Ritt, Demetrius

RESOLUTION 08-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE COMMISSIONER TO THE PLANNING COMMISSION

WHEREAS, Tenn. Code Ann. § 13-4-101 states “the chief legislative body of any municipality, whether designated board of aldermen, board of commissioners or by other title, may create and establish a municipal planning commission. Such planning commission shall consist of not less than five (5) members and not more than ten (10) members, the number of members within the limits to be determined by the chief legislative body. One (1) of the members shall be the mayor of the municipality or a person designated by the mayor and one (1) of the members shall be a member of the chief legislative body of the municipality selected by that body; and

WHEREAS, the City of Fairview Board of Commissioners is authorized by the City Charter to create Boards, Commissions and Authorities as the Mayor and Board of Commissioners deem necessary; and

WHEREAS, the City of Fairview Municipal Planning Commission has been established to consist of nine (9) members, including the mayor of the municipality and one (1) member of the chief legislative board.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following Commissioner to the Planning Commission:

1. _____ (*term*)

Passed and adopted this the 15th day of February, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

ORDINANCE 2024-02

AN ORDINANCE TO AMEND THE FAIRVIEW ZONING ORDINANCE ARTICLE 6: RESIDENTIAL DISTRICT REGULATIONS, TO CREATE THE RS-120 ESTATE LOT RESIDENTIAL DISTRICT BY ADDING THIS ZONE DISTRICT AS SECTION 6-105 AND RENUMBERING THE EXISTING ZONE DISTRICTS, SECTION 6-105 THROUGH 6-114 TO SECTION 6-105 THROUGH 6-115

WHEREAS, there is a desire to create an Estate Lot Residential Zone District with a minimum lot size of three (3) acres, and

WHEREAS, the Estate Lot Residential Zone District shall be known as RS-120, and

WHEREAS, the RS-120 Zone District shall be inserted as Section 6-105 of the Fairview Zoning Ordinance, which is currently the RS-40 Zone District, and

WHEREAS, all current sections containing Residential Zone Districts, from 6-105 through 6-114, shall be renumbered to 6-106 through 6-115, and

WHEREAS, the text ‘RS-120 Estate Lot Residential District’ shall be inserted after the AR-5A zone district in Section 5-101.1(1) Residential Districts, and

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS, SECTION 6-105 WILL READ AS FOLLOWS:

SECTION 6-105: PURPOSE AND INTENT OF RS-120 – ESTATE LOT RESIDENTIAL DISTRICTS

This district is designed to provide suitable areas for low density residential development characterized by an open appearance. Generally, the residential development will consist of single-family dwellings and manufactured homes located on individual lots and accessory structures. This district also includes community facilities, public utilities, and open uses which serve specifically the residents of these districts, or which are benefited by an open residential environment without creating objectionable or undesirable influences upon residential developments. It is the intent of this ordinance that this district be located in areas where full urban services may not be available and may not be economically feasible to provide. It is the express purpose of this ordinance to exclude from this district, all buildings or other structures and uses having commercial characteristics, whether operated for profit or otherwise, except that conditional uses and home occupations specifically provided by these regulations for this district shall be considered as not having such characteristics if they otherwise conform to the provisions of this ordinance.

1. PERMITTED USES

A. Residential Activities

- i. Single Family Dwelling**

- ii. Mobile Home Park

B. Community Facilities Activities

- i. Civil Defense Facilities
- ii. Fire Department Facilities
- iii. Police Department Facilities
- iv. Parks, Playgrounds, And Playfields

C. Essential Public Transport, Utility and Communication

- i. Pumping Facilities for Water and Sewer Systems
- ii. Rights-Of-Way For All Modes of Transportation

2. USES PERMITTED WITH SUPPLEMENTAL PROVISIONS (SUP)

A. Childcare Facilities

- i. Family Childcare Home

3. CONDITIONAL USES

A. Community Facilities Activities

- i. Group Childcare Home
- ii. Civic, Social, Fraternal and Philanthropic Associations
- iii. Private (Non-Profit) Clubs, Lodges, Meeting Halls, And Recreation Centers
- iv. Athletic Associations
- v. Libraries
- vi. Recreation Centers and Gymnasiums (Non-Profit)
- vii. Swimming Pools and Beaches
- viii. Gas, Telephone, Television, and Water Distribution Lines
- ix. Major Petroleum and Natural Gas Transmission Lines and Facilities
- x. Cemeteries, Columbarium, and Mausoleums
- xi. Electrical and Gas Substations
- xii. Golf Courses
- xiii. Radio, Telephone and Television Towers and Transmission

B. Facilities

- i. Water Storage Tanks and Facilities
- ii. Religious Facilities
- iii. Assisted Living Facilities for Elderly and Handicapped Persons
- iv. Convalescent Homes
- v. Day Care Facilities for Elderly Persons
- vi. Family Care Facilities
- vii. Group Care Facilities
- viii. Nursing Homes

4. ACCESSORY USES

A. Permitted Uses

- i. Home Childcare
- ii. Private Recreational Facilities

B. Conditional Uses

- i. Bed And Breakfast Establishment
- ii. Major Home Occupations (As Defined In Section 3-105.2(6))
- iii. Off-Street Parking

C. Accessory Uses with Supplemental Requirements

- i. Accessory Apartment
- ii. Minor Home Occupations (As Defined in Section 3-105.1(6))
- iii. Parents Day Out Programs

5. BULK REGULATIONS

A. Minimum Zone Lot Requirements

- i. Area – 12,000 Square Feet
- ii. Width – 125 Feet (In Feet Measured at The Building Line)

B. Max Lot Coverage (By All Buildings)

- i. 15 Percent of Lot Area

C. Development Area Per Dwelling or Rooming Unit

- i. 120,000 Square Feet

D. Maximum Height

- i. 35 Feet

E. Minimum Yard Requirements

- i. Residential Buildings
 - a. Front Yard – 50 Feet
 - b. Side Yard – 25 Feet
 - c. Rear Yard – 50 Feet
- ii. Community Facility and Other Buildings
 - a. Front Yard – 60 Feet
 - b. Side Yard – 30 Feet
 - c. Rear Yard – 30 Feet

Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: _____

Passed 2nd Reading: _____