

9A

ORDINANCE 2023-01

AN ORDINANCE TO AMEND TITLE 12 OF THE CITY OF FAIRVIEW MUNICIPAL CODE, SPECIFICALLY, SECTIONS RELATED TO THE CITY'S FEE STRUCTURE FOR PERMITS AND FEES RELATED TO CONSTRUCTION, REMODELING, BUILDING PERMITS; AND INDUSTRIAL, COMMERCIAL AND RESIDENTIAL DEVELOPMENT.

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

WHEREAS, to effectively incorporate a revised building permits and related fee's structure Title 12 of the city's municipal code must be amended, and

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

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

12.105. Applications and Permits Fee Structure.

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

\$1.80 per square foot of heated, cooled, garage and interior storage space (revenue to be allocated 42.5% to general fund, 42.5% to facilities fund and 15% to a parks and recreation fund)

(2) Single family detached residential and duplex residential renovation building permits.

\$1.00 per square foot of renovated area
(Revenue to be allocated 50% to general fund and 50% to facilities fund)

(3) Multifamily and attached single family residential new construction building permits.

\$2.00 per square foot of heated, cooled, garage and interior storage space (revenue to be allocated 42.5% to general fund, 42.5% to facilities fund and 15% to a parks and recreation fund)

(4) Multifamily and attached single family residential renovation building permits.

\$1.00 per square foot of renovated area
(Revenue to be allocated 50% to general fund and 50% to facilities fund)

(5) Commercial, industrial, and other non-residential new construction building permits***.

\$500 to be allocated to the facilities fund, plus:
\$2.00 per square foot of commercial use space**

\$1.50 per square foot of industrial use space**
\$0.10 per square foot for industrial use open air storage structures

**≥3 side enclosed

*** to include non-residential uses in residential developments

(6) Commercial, industrial, and other non-residential renovation construction building permits***.

\$500 to be allocated to the facilities fund, plus:
\$1.00 per square foot of commercial use space**
\$1.00 per square foot of industrial use space**
\$0.10 per square foot for industrial use open air storage structures

**≥3 side enclosed

*** to include non-residential uses in residential developments

(7) Mechanical permits not included in a building permit.

\$25 per each H.V.A.C. (heating, ventilation, and air conditioning) unit installed

\$25 per each natural gas line installed

(8) Accessory structures and decks not included with a building permit.

\$50.00 plus \$0.50 per square foot

(9) Telecommunication's permanent structure permit

\$500

(10) Grading permits

\$500 plus \$10 per acre disturbed

(11) Right of way encroachment permits

\$500

(9) Plans, plats, annexation and rezoning submission and application fees

Concept plan - \$500 plus \$10 per acre of development area

Master Development Plan - \$2,500 plus \$50 per acre, \$25 per dwelling unit*, \$0.10 per square foot of commercial structures, \$0.10 per square foot of industrial structures, \$0.10 per square foot of industrial use open air storage structures

Preliminary Plat + Construction Documents - \$1,500 plus \$50 per acre, \$25 per dwelling unit*

Site Development Plan + Construction Documents - \$1,500 plus \$50 per acre, \$25 per dwelling unit*, \$0.25 per square foot of commercial structures, \$0.20 per square foot of industrial structures, \$0.10 per square foot of industrial use open air storage structures

Master Development Plan, Preliminary Plat, or Site Development Plan Revision - \$1,500 plus \$25 per acre, \$10 per dwelling unit*, \$0.10 per square foot of commercial structures, \$0.10 per square foot of industrial structures, \$0.10 per square foot of industrial use open air storage structures

Final Plat - \$750 plus \$10 per acre and \$10 per dwelling unit*

Lot Redivision and Minor Subdivision Plat - \$500 plus \$10 per acre and \$10 per dwelling unit*

Annexation, Rezoning, or Board of Zoning Appeal Request - \$500 plus \$10 per acre of site

*Residential Unit or Residential Building Lot

(10) Resubmissions and subsequent review engineering fees.

Beginning with the third submission for review, and applying to each subsequent review, an amount equal to one half of the original submission fee and one half of the original engineering review fee shall be assessed and must be remitted to the city with the third and each subsequent submission for review.

Lisa Anderson, Mayor

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Passed First Reading

Passed Second Reading

10A

RESOLUTION 07-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE BOARD OF COMMISSION 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 Commissioner to the Planning Commission:

- 1. _____ (*term*)

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

10B

RESOLUTION 08-23

**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE,
APPOINTING CITY COMMISSIONERS TO CITY COMMITTEES FOR THE
PURPOSE OF DESIGNATING AREAS OF INTEREST AND REPORTING
TO BOARD OF COMMISSION MEMBERS**

WHEREAS, the commission has established internal city committees with designated city commission members assigned to each committee, and

WHEREAS, the mayor and one commissioner would be assigned to each committee, and

WHEREAS, the city commissioner assigned to each committee will be the commissioner designated to make reports from time to time regarding the activities of each committee, and

WHEREAS, the four committees will be the following: public safety, public works, planning, zoning, & engineering, finance; and

WHEREAS, the city commissioner appointed to the city’s planning commission as the BOC member of the planning commission be the commissioner assigned to the planning, zoning, & engineering committee, and

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

The City of Fairview Board of Commissioners desires to appoint its members to internal city committees and hereby appoints its members to these committees as follows:

Public Safety Committee –

Public Works Committee –

Planning, Zoning, & Engineering Committee –

Finance Committee –

Passed and adopted this the _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

10C

RESOLUTION 09-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE BOARD OF COMMISSION MEMBER TO THE PARKS AND LANDSCAPE BOARD

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 Parks and Landscape Board has been established to consist of seven (7) members, including 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 Parks and Landscape Board:

- 1. _____ (*term*)

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 10-23

10 D

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF TWO (2) CITIZEN MEMBERS TO THE PARKS AND LANDSCAPE BOARD

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 Parks and Landscape Board has been established to consist of seven (7) members, including 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 two (2) citizens to the Parks and Landscape Board:

- 1. _____ (*Term Ending 06/30/2024*)
- 2. _____ (*Term Ending 06/30/2025*)

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

CITY OF FAIRVIEW PARKS & LANDSCAPE BOARD APPLICATION

- The Parks & Landscape Board for the City of Fairview consists of seven (7) members.
- All members of the Parks & Landscape Board serve without compensation.
- The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks & Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

- Member and Post Commander American Legion 248
- Founding member of Bowie NP Treehouse Selection Committee + Fundraising Team.
- Organizer for Trash pick-up party Fairview streets
- Self-employed Lawn care / Landscape business since 2003
Fairview Based License but 95% of my customers are in Frenkin
(Not interested in Self Promotion or My Business growth in Fairview.
- 32 HOURS ^{Volunteer} picking up shipping debris during Playground build

Name: David W. Dodoro

Address: [REDACTED] Telephone: [REDACTED]

E-mail: [REDACTED] Cell: [REDACTED]

Signature: David W. Dodoro Date/Time: 2-21-2023 8:50 am

All applications must include proof of residency and voter registration. All applications must be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission.

**CITY OF FAIRVIEW
PARKS & LANDSCAPE BOARD
APPLICATION**

- The Parks & Landscape Board for the City of Fairview consists of seven (7) members. • All members of the Parks & Landscape Board serve without compensation. • The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks & Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

My family and I moved onto Sutton Place behind Totty Airfield in late February of 2022, and we already love our Fairview community. Judah (6) is a first grader and Liam (5) is in Early Childhood at Fairview Elementary, and we just welcomed Elliot to the family on December 2nd. My wife, Tatiana, is heavily involved with both classrooms and PTO at FES, and I have chaperoned all field trips Judah has been on (at Bethesda Elementary as well). As a lifelong WillCo resident and park user (I love disc golfing at all the WillCo parks at least once a week) with kids who love to be outdoors, I'm hoping to find a spot on the Parks and Landscape board to help improve Fairview's parks and, more importantly, spread the word about them so that we can have many more friendly local and distant visitors to experience the unique parks Fairview has. Brentwood might think they have something cool with Crockett Park, but I guarantee less than 5% of WillCo residents even know we have a park bigger than Central Park in Fairview with diverse amenities and a rich history, and I'd love to help raise our status and give back to this community we already love in that way.

Name: Zack Liston

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

Signature: _____



Date/Time: 2/23/23 8:15pm

All applications must include proof of residency and voter registration. All applications must

be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission.

**CITY OF FAIRVIEW
PARKS & LANDSCAPE BOARD
APPLICATION**

- The Parks & Landscape Board for the City of Fairview consists of seven (7) members.
- All members of the Parks & Landscape Board serve without compensation.
- The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks & Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

I currently serve as president of the 501(c)(3) non-profit Loblolly Pine Alliance. Our organization's goal is to advocate for protecting all of our green spaces including our precious city parks, encouraging responsible growth and civic engagement from across our community.

I have served on other non-profit boards including the Fairview Thespian Boosters and PTO for FvHS, FMS and FES. I have extensive experience working with national environmental education organizations and state universities across Tennessee and Kentucky to promote environmental education.

My family has been a part of this community for more than 15 years. Our children grew up going to Bowie and we have many cherished memories in the park. I believe it is incumbent upon us as members of this community to continue to make our parks a vital part of our lives and the lives of future residents.

Name: Elmer A. Mobley

Address: [REDACTED] Telephone: [REDACTED]

E-mail: [REDACTED] Cell: same as above

Signature:  Date/Time: 2/24/2023

All applications must include proof of residency and voter registration. All applications must be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission.

10 E

RESOLUTION 11-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR RESERVES ON CHESTER SUBDIVISION

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a "Site Development Agreement" (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities, and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing, and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City, and

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A,

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for the Reserves on Chester Subdivision:

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

**SITE DEVELOPMENT AGREEMENT
FOR
RESERVES ON CHESTER SUBDIVISION
MAP 042, PARCEL 136.02**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 2nd day of March, 2023, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and Duke & Duke, LLC, the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as The Reserves on Chester Subdivision, including 46 building lots on 60.4 acres zoned RS-40 Single-Family Residential (hereinafter the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the 10th day of May, 2022, as Resolution PC 40-22, pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

WHEREAS, the project shall require a site reclamation bond for **Section 1** in the amount of **\$565,000 (FIVE-HUNDRED SIXTY-FIVE THOUSAND DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of **\$3,318,600 (THREE-MILLION THREE-HUNDRED EIGHTEEN THOUSAND SIX-HUNDRED DOLLARS)** in accordance with the approved site plan of the PROJECT; and

WHEREAS, the project shall require a site reclamation bond for **Section 2** in the amount of **\$337,500 (THREE-HUNDRED THIRTY-SEVEN THOUSAND FIVE-HUNDRED DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of **\$1,084,000 (ONE-MILLION EIGHTY-FOUR THOUSAND DOLLARS)** in accordance with the approved site plan of the PROJECT; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, the DEVELOPER desires to develop and improve said PROJECT; and,

WHEREAS, in order to provide for the health, safety, and welfare of future residents of the PROJECT and the general public, it will be necessary for certain improvements to the CITY'S utility systems, public infrastructure, and common areas to be constructed within and to serve the PROJECT including but not be limited to roads, bridges, sidewalks, pedestrian facilities, stormwater conveyance and detention systems, street signs, markings, signals, street lighting, recreation and park facilities, landscaping, and the like (hereinafter the "IMPROVEMENTS"); and,

WHEREAS, in order for the IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct, in accordance with the approved plans and the Zoning Ordinance and other rules, regulations, and ordinances of the CITY, the IMPROVEMENTS in said PROJECT and extend utilities to the PROJECT at their own cost; and,

WHEREAS, the CITY is willing to accept the dedication of the streets, utilities, and other improvements as determined in the Development Plan of the PROJECT, subject to the City of Fairview Board of Commissioners approval by resolution, and subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the City of Fairview and the State of Tennessee,

NOW, THEREFORE, it is agreed and understood as follows:

A1 General Conditions

A1.1 Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete the roads, sidewalks, sewers, utilities, and other facilities in accordance with this agreement.

A1.2 City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations, and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans and specifications approved by the City and made a part, hereof.

A1.3 Fees

Review fees, inspection fees, and other amounts established by the CITY shall be paid prior to any review of the plans. If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees, inspection fees, or other amounts paid to the CITY shall be refundable to the DEVELOPER.

A1.4 Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the work and facilities are in accordance with the approved Construction Plans, and other rules, regulations, and ordinances of the CITY.

A1.5 Right of Entry

The CITY shall have the right, in case of breach of the Performance Agreement, to enter upon any property of the DEVELOPER and take all necessary actions to complete the work and obligations not completed.

A1.6 Easements

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent

easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

A1.7 Stormwater Maintenance Agreement

If the PROJECT includes any detention or retention ponds, common drainage ditches, water quality facilities, or stormwater facilities outside of the CITY rights-of-way, the DEVELOPER will submit a Stormwater Maintenance Agreement, to be filed with and recorded with the Final Plat.

A1.8 Attorney Fees and Other Expenses

The DEVELOPER shall pay all reasonable costs and expenses incurred by the CITY in enforcing or completing this agreement. The DEVELOPER shall pay all costs and expenses, including the CITY'S attorney fees, of any legal proceedings brought by the CITY against the DEVELOPER seeking remedies for the DEVELOPER'S failure to perform any of its obligations hereunder, whether or not any proceedings are prosecuted to judgment.

A1.9 Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party except as permitted pursuant to A1.13 below.

A1.10 Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

A1.11 No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this agreement.

A1.12 Separability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect, or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

A1.13 Transferability

The DEVELOPER agrees to not transfer the property on which this PROJECT is to be located without first providing the CITY with written notice. The transferee shall provide the CITY an Assumption Agreement of this Agreement, whereby the transferee agrees to perform the IMPROVEMENTS required under this agreement and to provide a performance surety. The DEVELOPER understands that if the DEVELOPER transfers said property without providing the notice of transfer and Assumption Agreement as required herein, they will be in breach of this agreement and in violation of the Zoning Ordinance.

A1.14 Indemnity

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties, or claims arising out of any work covered by this agreement, including any attorney fees incurred by the CITY in connection therewith. Inspection of the IMPROVEMENTS by an authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

A1.15 Binding Effect

This agreement shall be binding upon the DEVELOPER and the DEVELOPER's heirs, administrators, executors, assigns, and any other successors in interest.

A1.16 Entire Agreement

This document contains the entire agreement between the parties, and there are no collateral understandings or agreements between them. No variations or alterations of the terms of this agreement shall be binding upon either of the parties, unless the same be reduced to writing and made an amendment to this agreement.

A1.17 Headings

Paragraph titles and headings contained herein are inserted for convenience only and shall not be deemed a part of the agreement and in no way shall define, limit, extend, or describe the scope or intent of any provision, hereof.

A2 Performance Surety

At the time of execution of this agreement, the DEVELOPER shall provide the CITY a performance surety, in an amount determined by the City Engineer for the IMPROVEMENTS and other items specified by the Construction Plans, plats, and plans approved by the FMPC. This performance surety shall secure performance of all obligations of the DEVELOPER under this agreement. The performance surety shall meet all requirements established in the Zoning Ordinance and Subdivision Regulations and secure full compliance with all terms and conditions of this agreement. The performance surety may be called for failure to comply with the provisions of this agreement in whole or in part according to the terms of the performance surety. The performance surety will not be released, except and until there has been full compliance with this agreement.

A3 Construction

A3.1 Construction Plans

The DEVELOPER shall submit to the CITY, Construction Plans describing in reasonable detail all utility systems, all stormwater management systems, all street systems, pedestrian facilities, and all IMPROVEMENTS. The Construction Plans shall be designed according to the Subdivision Regulations, Zoning Ordinance, and all other codes and ordinances enforced by the City, and sound engineering judgment. The design of all utility systems shall follow the State of Tennessee and utility provider design criteria and specifications. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on

the DEVELOPER. The Construction Plans shall be prepared by a design professional licensed by the State of Tennessee to design all systems and shall bear the seal, signature, date, and license number of the professional preparing the Construction Plans.

A3.2 Commencement of Construction

Construction of IMPROVEMENTS may not begin until the following events have occurred:

- A. The Development Plan has been approved by the FMPC;
- B. The Construction Plans are approved by the CITY;
- C. The Tennessee Department of Environment and Conservation has approved the applicable portions of the Plans and has confirmed its approval to the CITY and/or DEVELOPER in writing;
- D. The CITY shall have received an appropriately executed Development Agreement; and
- E. The pre-construction conference has been held;
- E. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least one (1) working day prior to commencement.

A3.3 Site Grading

The DEVELOPER, hereby, agrees to construct all site grading to comply with the approved Construction Plans, including the approved Erosion Control Plan for the PROJECT and to comply with the Stormwater Ordinance, and all other codes and ordinances enforced by the CITY.

A3.4 Stormwater Management Systems

The DEVELOPER shall be responsible for all stormwater management work made necessary by the development of this PROJECT. It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, or direct the construction of all drainage improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the subdivision stormwater improvements and give full assurance that same shall not adversely affect the flow or quality of surface water from or upon any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

A3.5 Street Construction

The DEVELOPER, hereby, agrees to construct and improve the streets shown on the Construction Plans to comply with the CITY's specifications and to the satisfaction and approval of the City Engineer by grading, draining, subgrade preparation, base preparation, curbing, signage, striping, signalization, sidewalk installation, and paving with the required preparation, amounts, and types of material. The DEVELOPER further agrees to pay the cost of all engineering, inspection and laboratory cost incidental to the construction of streets and driveways including but not limited to material and density testing.

A3.6 Off-Site Improvements

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the

CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

A3.7 Inspection and Compliance

After construction begins, the CITY shall provide on-site construction inspection as the CITY deems necessary to ensure that all work is performed and completed in accordance with the Construction Plans, CITY specifications, and the contents of this agreement. In the event of a disagreement as to compliance with or interpretation of the Construction Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER. If the DEVELOPER fails to construct in accordance with the approved Construction Plans or to comply with the CITY'S specifications, the CITY may issue a stop-work order and DEVELOPER, hereby, agrees to be bound by such order.

A3.8 Testing

The DEVELOPER agrees to pay the cost of all engineering, inspection, and laboratory cost incidental to construction of the streets, sidewalks, utilities, compacted fill material, and other facilities included within this agreement. Such testing includes, but is not limited to, material and density testing.

A3.9 Scrap Removal

The DEVELOPER agrees to comply with all local, state, and federal rules and regulations regarding waste material and debris disposal.

A4 Acceptance of Improvements

A4.1 Completion of Improvements

At such time as the improvements have been constructed and installed, acceptance of improvements shall follow Subdivision Regulations Article 3-104. The DEVELOPER agrees the DEVELOPER shall have no claim, direct or implied, in the title or ownership of the IMPROVEMENTS specified in this agreement when the IMPROVEMENTS are complete and thereafter accepted by the CITY. The DEVELOPER will be responsible for construction failures and defects in PROJECT prior to final acceptance. During this period, it shall remain the responsibility of the DEVELOPER to correct and cure these defects and failures.

A4.2 As-Built Drawings and Post-Completion Items

The DEVELOPER agrees to furnish to the CITY as-built plans, on a reproducible, stable media, of the stormwater management and streets within the development before the CITY shall accept the development.

A4.3 Acceptance of Facilities

Upon final acceptance of all or part of the IMPROVEMENTS in the PROJECT, then those IMPROVEMENTS shall become the property of the CITY free from all claims from any person or entity without the necessity of any further writing, agreement, or deed. The DEVELOPER further agrees that any facilities placed within a public or platted right-of-way or dedicated public easement are irrevocably dedicated to the public use without any right of reimbursement or compensation of any kind.

A4.4 Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the IMPROVEMENTS in the PROJECT. Should the CITY choose to accept all or a portion of these IMPROVEMENTS, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to the DEVELOPER or recorded in the Register's Office of Williamson County, Tennessee. No further writing or deed shall be required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so, to do on or as of the day and year first given.

OWNER/ Guarantor

DEVELOPER/ Guarantor

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE

RESOLUTION 12-23

10 F

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY INTO THE CITY OF FAIRVIEW BY OWNER CONSENT WITH RS-40 ZONING AND APPROVING A PLAN OF SERVICES (7409 CROW CUT RD, 12.04 ACRES, MAP 046, PARCELS 023.01 & 023.06)

Tax Map 046, Parcels 023.01 and 023.06

12.04 Acres

7409 Crow Cut Rd (parcel 023.06)

Requested Zoning: RS-40

Owner: Duncan McKay Potter III and Teresa B. Potter

WHEREAS, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

WHEREAS, a Plan of Services for the territory proposed for annexation by owner consent has been reviewed by the Fairview Planning Commission; and

WHEREAS, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

NOW, THEREFORE, BE IT RESOLVED by the City of Fairview Tennessee as follows:

- A. That a public hearing is hereby scheduled for 7:00 pm on April 6, 2023, at Fairview City Hall on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

A tract or tracts of land consisting of 12.04 acres in the first civil district of Williamson County, Tennessee and being a portion of the same property conveyed to Joe L Bruner and wife Audrey M. Bruner by deed from A.M. Beard, of record in deed book 361, page 396 and also being the remainder of the same property conveyed by warranty deed to Joe L. Bruner (deceased) and wife, Audrey M. Bruner from A. M. Beard, signed on March 11, 1980 and recorded in deed book 361, page 396 in the Register of Deeds Office of Williamson County, Tennessee.

- B. That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the Plan of Services, shall be promptly sent to the last known address listed in the office of the Williamson County property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.

- C. That a copy of this Resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Fairview, and by publishing

notice of the Resolution at or about the same time in Main Street Fairview, a newspaper of general circulation in such territory and the City of Fairview.

- D. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the Plan of Services shall be published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing.
- E. That written notice of the proposed annexation shall be sent to the affected school system as soon as possible, but in no event less than thirty (30) days before the public hearing.

SECTION 1: PLAN OF SERVICES

WHEREAS, TCA 6-51-102, as amended requires that a Plan of Services be adopted by the governing body of a city prior to the passage of an annexation resolution of any territory or territories.

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

Section 1. Pursuant to the provisions of **TCA 6-51-102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

Police

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

Fire

Fire protection by the present personnel and equipment of the City of Fairview Fire Department, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

Water

Water for domestic, commercial, and industrial use may be provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Water for fire protection may be provided and water lines and fire hydrants will be installed by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Any private, domestic, commercial, and industrial water sources shall be maintained by the landowner and shall be constructed to meet the terms and standards for Williamson County and the State of Tennessee.

Sanitary Sewers

Sanitary Sewer Service may be serviced by the Water Authority of Dickson County,

Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

Where Sanitary Sewer Service is not provided, an individual sewer disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

Refuse Collection

Private haulers or the county convenience center will handle refuse collection in the annexed area.

Streets

The State Highway Commission under the standards currently prevailing by the State of Tennessee will serve the State Controlled Streets in the annexed area. The City of Fairview, Tennessee, under the standards currently prevailing in the city will serve the City Controlled Streets in the annexed area.

Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

Schools

The annexed area will be served by the Williamson County School system that serves the entire City of Fairview, Tennessee.

Inspection Services

Any inspection services now provided by the City will begin in the annexed area on the effective date of annexation.

Planning and Zoning

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City Planning will thereafter encompass the annexed area.

Public Works

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Reference the city's website for pickup times and specific information regarding what qualifies for this service.

Street Lighting

Existing street lighting will continue to be maintained by the utility provider in the annexed area.

Recreation

Residents of the annexed area may use all City parks on and after the effective date of annexation.

Miscellaneous

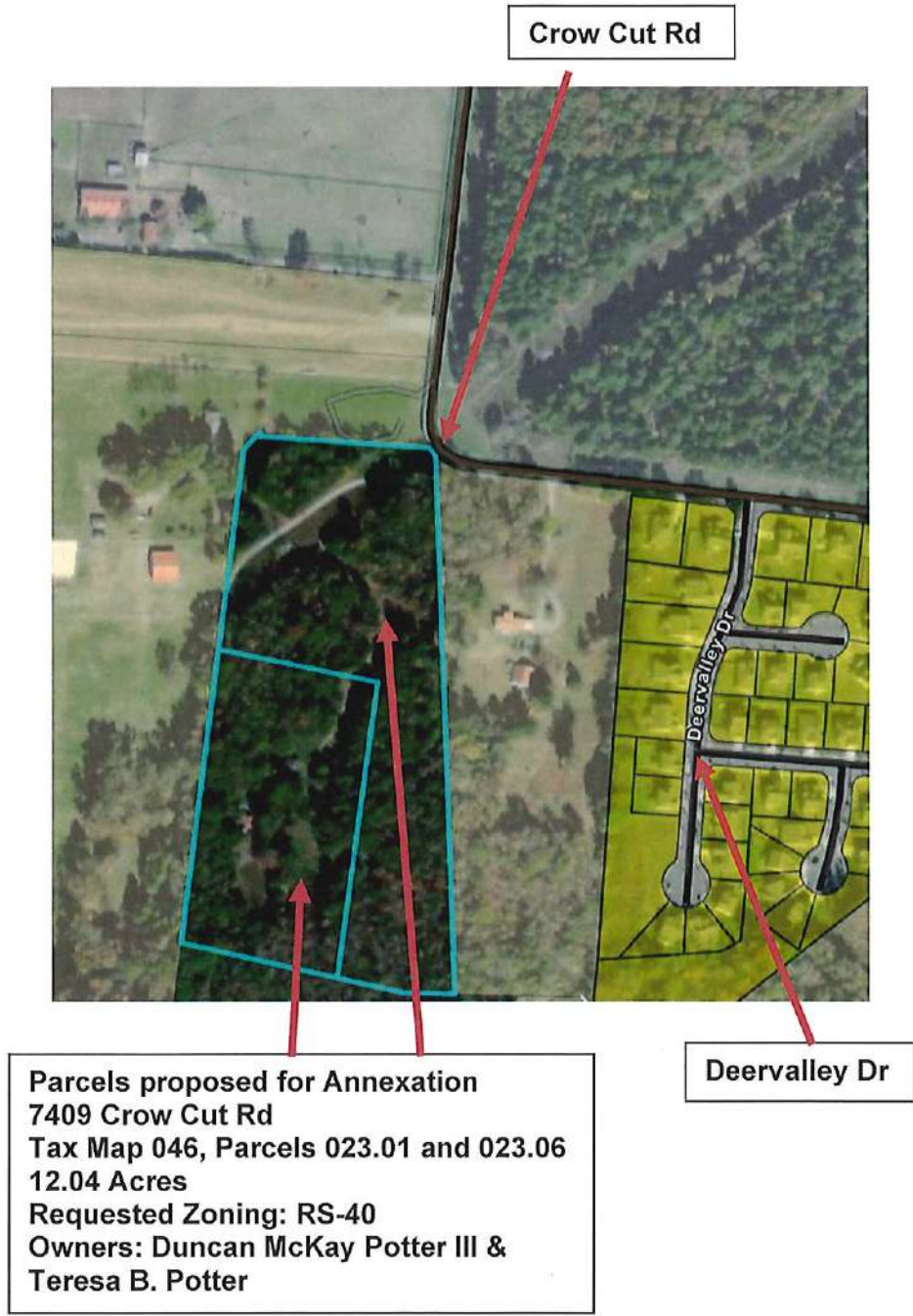
Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.

The Fairview, Tennessee Municipal Planning Commission voted upon this Resolution as Follows:

Aye 8, Nay 0, Not voting 1.

This Resolution was returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval X, Disapproval _____, No Recommendation _____.

SECTION 2: LOCATION MAP



WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Lisa Anderson, Mayor

Date:

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

10 G

RESOLUTION 13-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, TO PARTNER WITH WILLIAMSON COUNTY ON UPGRADES AND IMPROVEMENTS TO THE FAIRVIEW BALLPARK

WHEREAS, the City of Fairview Board of Commissioners wishes to partner with Williamson County on upgrades and improvements to the Fairview Ballpark located at 214 Hwy 96 North in Fairview, Tennessee; and

WHEREAS, the parties have agreed to each pay 50% of the upgrades and improvements that will consist of new lighting, batting cage pavilions, and fencing; and

WHEREAS, the city’s total cost for these upgrades and improvements shall not exceed the amount of \$157,500.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Fairview, Tennessee, that the city agrees to pay 50% for these upgrades and improvements not to exceed the amount of \$157,500.

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

10 H

RESOLUTION 14-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN KEYSTONE BUSINESS SOLUTIONS AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview (“Fairview”) desires to retain Keystone Business Solutions (“Keystone”) as Fairview’s onsite IT support; and

WHEREAS, the parties have negotiated an agreement for said services, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the Mayor be authorized and directed to execute the AGREEMENT BETWEEN KEYSTONE BUSINESS SOLUTIONS AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Keystone Services Agreement

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET FORTH HEREINAFTER, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. **TERM.** This Agreement shall commence on 4/1/2022. The Term of this Agreement shall be one (1) year. The term will not automatically renew thereafter.
2. **SERVICES.** Keystone agrees to provide services ("Services") and deliverables to the City of Fairview, Tennessee ("Customer"). The services Keystone agrees to provide are as follows:
 - a. Keystone will provide an in-person consultant three (3) days a week for eight (8) hours a day. The days that the in-person consultant will be provided are Tuesday, Wednesday, and Friday. The in-person consultant will be there between the hours of 8:00 a.m. and 4:00 p.m.
 - b. Keystone will provide additional in-person support outside of the times listed in Section 2(a) for a rate of \$150 per hour plus travel costs.
 - c. Keystone will provide remote support services for Customer Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m.
 - d. Keystone will provide in-person or remote after-hours and weekend support billed at \$225 per hour with a two (2) hour minimum charge. This support is available on an emergency or pre-scheduled basis.
3. **PRICING.** Customer shall pay a rate of Nine Thousand Nine Hundred Dollars (\$9,900) per month or One Hundred and Eighteen Thousand and Eight Hundred Dollars (\$118,800) per year in exchange for the services described herein.
4. **TERMS OF PAYMENT.** Keystone sends all invoices by e-mail to the e-mail address designated by Customer. Customer is responsible for notifying Keystone of any change in e-mail address. Customer will be invoiced on a monthly basis. Any additional payment owed as a result of additional services requested, pursuant to the prices outlined in Section 2 above will be added on to Customer's bill for the following month in which the services were provided. Customer will remit payment within thirty days of receipt of the invoice. Any balances of undisputed fees owed by Customer to Keystone which are over 30 days old, shall incur interest at a rate of one percent (1%) per month, or the maximum allowable by law, whichever is less, until paid. In the event Customer fails to pay undisputed invoiced fees or expenses within ninety (90) days of receipt of invoice, Keystone shall be entitled to immediately terminate all Services provided by Keystone to Customer. Such termination of Services shall not prohibit any other remedies available to Keystone or Customer. Payment on invoices will be submitted to: Keystone Business Solutions, LLC, 3050 Business Park Circle, Suite 301, Goodlettsville, TN 37072.
5. **STAFFING.** Keystone shall provide competent personnel with the necessary skill, experience, and professional qualifications to carry out the Services. Keystone will use its sole discretion in selection of all its personnel nominated to carry out the Services. If, however, in Customer's reasonable opinion any of Keystone's personnel fail to carry out

the Services with sufficient competency, Customer may notify Keystone. Upon such notice, Keystone shall rectify the situation as is reasonably possible.

6. **DISCLAIMER; LIMITATION OF LIABILITY.** Except as set forth herein, Keystone makes no warranties of any kind, either express or implied, with respect to the services performed hereunder, including, without limitation, the implied warranty of fitness for a particular purpose or merchantability. In no event shall either party be liable for any special, indirect, consequential, or punitive damages to the other party or any other party as a result of the performance or non-performance of its obligations set forth herein, (including, without limitation, loss of profits) whether foreseeable or not, even if such party has been advised of the possibility of such damages. Keystone's liability with respect to, arising from, or in connection with this agreement, whether in contract, in tort, or otherwise, is limited to amounts paid by customer to Keystone in connection with this agreement, excluding travel and per diem expenses, pursuant to the terms hereof. Notwithstanding anything to the contrary, the foregoing limits and exclusions shall not apply to either party's indemnification obligations, breaches of confidentiality, or either party's gross negligence and/or intentional misconduct.

7. **CHOICE OF LAW.** This agreement shall be governed by, and interpreted in accordance with, the law so the State of Tennessee, excluding its conflict of law provisions. All disputes relating to this Agreement shall be brought solely in the state and federal courts located in Williamson County, Tennessee. Each of the parties hereby irrevocably consents and submits to the exclusive jurisdiction of such courts for such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

8. **ASSIGNMENT.** Neither party may assign this Agreement to any third party in whole or in part, except with the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that either party may assign this Agreement without the consent of the other party in the event of a merger (in any form), a change of control, reorganization, or sale of all or substantially all of its assets.

9. **COUNTERPARTS; SEVERABILITY.** This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument. The provisions of this Agreement are severable, and if any provision (or portion thereof) is held to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions (or portions thereof) in this Agreement.

10. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor strike, pandemic, epidemic or an act that is beyond the reasonable control of either party, provided that such party gives the other party written notice thereof promptly and uses its best efforts to continue to so perform or cure. Keystone nor Customer shall not be liable

for any losses regardless of their nature that are caused by or related to a Force Majeure event.

- 11. **BUYOUT CLAUSE.** If the Customer desires to directly hire the Keystone employee designated to the City of Fairview onsite support role, Customer shall give Keystone three (3) months' notice and shall pay Keystone the equivalent of six (6) months of the amount owed under this Agreement, which equals Fifty-Nine Thousand and Four Hundred Dollars (\$59,400).

- 12. **EFFECT OF TERMINATION.** Upon the termination of this agreement, all rights and obligations of the parties under this agreement will terminate immediately.

- 13. **MISCELLANEOUS.**
 - a. Any notices, consents, or instructions required or permitted to be given pursuant to this Agreement shall be in writing and shall become effective when delivered by hand or via certified mail, postage prepaid, return receipt requested, to Keystone or Customer, as the case may be, at their respective addresses set forth herein or at such other address as Keystone or Customer shall from time to time designate to the other party by notice similarly given.
 - b. No term or provision hereof shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent. This Agreement shall not be modified or amended except by a writing signed by both parties.
 - c. Neither this Agreement, nor any term or condition therein, shall create an agency, joint venture, or partnership relationship between the parties, nor shall either party hold itself out to third parties in such capacity. Neither party has the power or authority to act for, represent, or bind the other in any manner.

Each party is signing this agreement on the date stated opposite that party's signature.

Keystone Business Solutions

Date: _____

By: _____

City of Fairview

Date: _____

By: _____

101

RESOLUTION 15-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR VIASAT SATELLITE PROJECT.

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a "Site Development Agreement" (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities, and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing, and

WHEREAS, the Board of Commissioners may grant authorization for the mayor to execute contracts on behalf of the City, and

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A,

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for the Viasat Satellite Project:

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

SITE DEVELOPMENT AGREEMENT FOR
VIASAT SATELLITE PROJECT 920
HIGHWAY 96
MAP 021, PARCEL 046.12

THIS SITE DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of January 2023, by and between **THE CITY OF FAIRVIEW, OF WILLIAMSON COUNTY, TENNESSEE**, A MUNICIPALITY incorporated under the laws of the State of Tennessee, with its office and principal place of business in WILLIAMSON COUNTY, Tennessee, (hereinafter called the "CITY"), and the **VIASAT, INC**, (hereinafter called the "DEVELOPER") named on the Addendum to this Agreement attached hereto and by this reference made a part hereof (hereinafter called the "ADDENDUM"). In this Agreement, DEVELOPER and CITY shall be collectively referred to as the "Parties" or singularly as a "Party."

WHEREAS, the DEVELOPER desires to develop the property described on the ADDENDUM (hereinafter called the "PROJECT"); and

WHEREAS, the site plan of the PROJECT has the approval of the Fairview Municipal Planning Commission (hereinafter called the Planning Commission) on the 9th day of August, 2022 pursuant to Tennessee Code Annotated, Section 13-7-201, et seq., and the Zoning Ordinance of Fairview, Tennessee, (the Zoning Ordinance); and,

WHEREAS, the project shall require a performance bond in the amount of **\$10,000.00 (TEN THOUSAND DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this Agreement is signed; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, in order to provide for the health, safety and welfare of those persons frequenting the PROJECT and the general public, it will be necessary for certain improvements to be constructed within and to serve the PROJECT.; and

WHEREAS, in order for said improvements to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the approved site plan and other rules, regulations and ordinances of the CITY improvements in said project, and

WHEREAS, failure of the DEVELOPER to adhere to the design embodied in the approved site plan creates unintended and potentially detrimental impacts of the CITY.

NOW, THEREFORE, in consideration of the CITY generated by this PROJECT (subject to applicant's compliance with requirements in this agreement and applicable existing laws of the CITY of Fairview and the State of Tennessee, Agreement and

IN FURTHER CONSIDERATION of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete, facilities in accordance with this Agreement.

B. Inspection

The CITY shall have a right to inspect the work and facilities to assure that the facilities are constructed in accordance with the approved construction plans.

C. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees or other amounts paid to the CITY shall be refundable to the DEVELOPER.

D. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this Agreement. In the event of a conflict between the terms of this Agreement and a CITY ordinance, the Agreement shall prevail. All work done under this Agreement is to be performed in accordance with plans, and specifications approved by the City and made a part, hereof.

E. Agreement Not Assignable

No part of the Agreement may be assigned by either Party without obtaining the other Party's prior written consent.

F. Revocation and Interpretation

This Agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the CITY, even if the Agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This Agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

G. No Oral Agreement

This Agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this Agreement.

H. Separability

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Order shall continue in full force and effect.

I. Transferability

The DEVELOPER and/or Owner agrees that he will not transfer the property on which this proposed development is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with the appropriate address and telephone numbers. If it is the transferee's intention to develop this property in accordance with the Agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said Agreement will be subject to the approval of the CITY Attorney. The DEVELOPER further agrees that he shall remain liable under the terms of this Agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new Agreement is issued naming the new owners as principal.

II. DESIGN AND APPROVAL

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the CITY, plans (the "Plans") describing in reasonable detail all utility systems, and all other improvements necessary to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"). The Plans shall include all information required by Subsection 14-103.3, ("SITE DEVELOPMENT PLANS") of the Zoning Ordinance and any other details as requested by the CITY.

B. Preparation of Plans

The Plans shall be prepared by individuals licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of those persons preparing such Plans.

III. COMMENCEMENT OF CONSTRUCTION

No construction of improvements shall begin until the following events have occurred:

- A. The Plans are approved by the CITY, through the Planning Commission, have been completed.
- B. If required, the review fee described in Paragraph I hereof, has been paid in full.
- C. The CITY shall have received and appropriately executed Site Development Agreement.
- D. The pre-construction conference described in the attached amendment to the Fairview Zoning Ordinance Article XIV, Subsection 14-102.1, hereof, has been held.
- E. A bond in the appropriate amount has been posted.
- F. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least five (5) days prior to commencement.

IV. CONSTRUCTION

A. General

The DEVELOPER agrees to construct and install all site features of the development site including utilities, travel ways and access control, and other site features in accordance with the approved construction plans.

V. EASEMENTS

Any development plan submitted which requires dedication of right-of-way or recording of any easements shall either be accompanied by a final plat of the property shown on said plan or shall be accompanied by a legal instrument which is sufficient in form to record in the Register of Deeds Office. This document must be recorded in the Register of Deeds Office.

VI. VIOLATIONS and REMIDIES

It is understood that this Development Agreement is adopted pursuant to authority granted to the City by Title 13, Sections 13-7-201 – 13-7-211, Tennessee Code, to develop and administer zoning laws and that any violation of such Agreement shall constitute a violation of the Zoning Ordinance of the City. It is further understood that a violation of this Development Agreement is punishable as provided in Article XIV, Subsection 14-108.3, (Penalties for Violation) of said Zoning Ordinance.

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

VII. BINDING EFFECT

The covenants and Agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

**AN AMENDMENT TO THE
ZONING ORDINANCE (ORDINANCE #444)
OF THE CITY OF FAIRVIEW, TENNESSEE**

WHEREAS, the City of Fairview has over the course of the last several months been involved in devising a "Development Agreement" that is intended to improve the process of enforcing the Zoning Ordinance through improved communication of the explicit requirements of said ordinance as these requirements relate to individual site development plans, and

WHEREAS, the city now desires to fully implement this process by linking the "Development Agreement" directly to the statutory enforcement methods contained in the Zoning Ordinance and to cause of violation of the Agreement to be a failure to comply with the provisions of said ordinance and thereby to constitute a violation as specified in Article XIV, Subsection 14-108.3, and

WHEREAS, the city further desires to assure that any and all remedies as are specified in Article XIV, Subsection 14-108.4, of the Zoning Ordinance, shall be available to abate any such violation of said "Development Agreement",

NOW, THEREFORE, BE IT ORDAINED;

SECTION 1

That the existing language contained in Article XIV, Subsection 14-102.1, shall be modified so as to read as follows:

14-102.1 Site Development Agreement and Permits Required

1. Site Development Agreement

Prior to the issuance of any permit, other than a building permit for construction under authority of this ordinance that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and Agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities.

2. Permits Required

a. No Site Work Without Permit

The permits indicated within this section are required before any construction activity of any type is initiated upon any zone lot or parcel of land

b. Application

Except as hereinafter provided, no permit pertaining to the use of land shall be issued by any, department, or employee of the City, unless the application for such permit has been examined by the office of the Zoning Administrator and a determination made by that office that the proposed activity complies with all the provisions of this ordinance. An application for a zoning permit shall include all information and exhibits necessary to determine if the proposed activity and/or development is in compliance with the provisions of this ordinance. Any building permit issued in conflict with this provision, or any other provision of this ordinance shall be null and void.

c. Permits

The following zoning permits are required subject to the specific provisions of the referenced sections:

PERMIT	APPLICABLE PROVISION
Building Permit	Subsection 14-102.5

ADDENDUM

Guaranty Agreement

SECTION 1

FOR VALUE RECEIVED, and in consideration of the commitments incurred or to be incurred in the **SITE DEVELOPMENT** Agreement or other commitments from time to time afforded or to be afforded to **VIASAT, INC.**, hereinafter called the "Developer") by or its successors, endorsees, transferees and assigns (all of which are hereinafter called "Developer"), the undersigned, hereby guarantees the full and prompt payment to the City of Fairview, Tennessee, hereinafter called City, at all times hereafter of any and all indebtedness, obligations and liabilities of every kind and nature now or hereafter owing pursuant to the **SITE DEVELOPMENT** Agreement.

("SITE DEVELOPMENT, Agreement") of even date herewith, executed by the Developer (all of which are herein collectively referred to as the "Development Agreement").

In event of the dissolution, liquidation, insolvency (however evidenced) of, or institution of bankruptcy or receivership proceedings by or against, Developer, or any guarantor or surety of Developer for all or any part of the commitments provided in the Development Agreement, all of the Indebtedness resulting from the **SITE DEVELOPMENT** Agreement to the City then existing shall, for the purposes of this guaranty and at the option of City, immediately become due and payable from the undersigned; and, in such event, any and all sums or payments of any nature which may be or become due and payable by the Developer to the City are hereby assigned to the City, and shall be collectible by the City, without necessity for other authority than this instrument, until all such Indebtedness of the Development to the City shall be fully paid and discharged, but such collection by City shall not in any respect affect, impair or diminish any other rights of City hereunder.

In the event City is required at any time to refund or repay to any person for any reason any sums collected by it on account of the obligations subject to this guaranty, the undersigned agrees all such sums shall be subject to the terms of this guaranty, and City shall be entitled to recover such sums from the undersigned notwithstanding the fact that this guaranty may have previously been returned to the undersigned or that undersigned may have previously been discharged from further liability under this guaranty.

No act or omission of any kind, or at any time, on the part of City in respect to any matter whatsoever shall in any way affect or impair this guaranty. This guaranty is in addition to, and not in substitution for or discharge of, any other guaranty held by City.

This guaranty and every part thereof shall be binding upon the undersigned, [jointly and severally,] and upon his [her] [its] [their] respective heirs, legal representatives, [successors] and assigns, as fully as though everywhere specifically mentioned, and shall be construed according to the laws of the State of Tennessee. Where the circumstances require, the singular shall refer to the plural, the plural to the singular, and the use of any gender shall be applicable to all genders. This guaranty is severable such that the invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remaining provisions.

SECTION 2.

Guaranty Unconditional. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any Agreement relating thereto, or with respect to any obligation of any Other Guarantor, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any Agreement relating thereto, or with respect to any obligation of any Other Guarantor;

(b) any modification or amendment of or supplement to any promissory note, loan Agreement, contract, or other Agreement, including, without limitation, any such

amendment which may increase the amount of the Guaranteed Obligations guaranteed hereby;

(c) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any Collateral or any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect Collateral for the Guaranteed Obligations;

(d) any change in the corporate, [partnership or other existence,] structure or ownership of the Borrower or any Other Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Guarantor, or any of their respective assets or any resulting release or discharge of any obligation of the Guarantor;

(e) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the City, any Other Guarantor, or any other Person, whether in connection herewith or in connection with any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any Agreement relating thereto or with respect to any Collateral or any part thereof, or any other invalidity or unenforceability relating to or against the City or any Other Guarantor, for any reason related to any provision of applicable law or regulation purporting to prohibit the payment by the Guarantor;

(g) the failure of any Guarantor to take any steps to perfect and maintain any liens or security interest in, or to preserve any rights to, any Collateral, if any;

(h) the election by, or on behalf of, any Guarantor, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code Annotated (11 U.S.C.A. § § 101 et seq.) (The Bankruptcy Code), of the application of § 1111(b)(2) of the Bankruptcy Code;

(i) any borrowing or grant of a security interest by the Guarantor, as debtor-in-possession, under § 364 of the Bankruptcy Code;

(j) the disallowance, under § 502 of the Bankruptcy Code, of all or any portion of the claims of any Guarantor for repayment of all or any part of the Guaranteed Obligations;

(K) The failure of any Other Guarantor to sign or become party to this Guaranty or any amendment, change, or reaffirmation hereof; or

(l) any other act or omission to act or delay of any kind by the Guarantor, any Other Guarantor, any Lender or any other Person or any other circumstance whatsoever which might constitute a legal or equitable discharge of any Guarantor's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

_____	_____
OWNER/ Guarantor	DEVELOPER/ Guarantor
_____	_____
TITLE	TITLE
ATTEST:	
_____	_____
_____	_____
TITLE	TITLE
CITY OF FAIRVIEW (COUNTY OF WILLIAMSON), TENNESSEE	
BY: _____	_____
MAYOR	DATE
APPROVED AS TO FORM:	
BY: _____	_____
CITY ATTORNEY	DATE