

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: 2/15/2024

Passed 2nd Reading: _____

RESOLUTION 09-24

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, DESIGNATING CERTAIN LESO ITEMS AS SURPLUS AND AUTHORIZING THEIR DISPOSAL

WHEREAS, the Board of Commissioners desires to designate certain Law Enforcement Support Office (LESO) acquired items as surplus; and

WHEREAS, all proceeds from the sale of these items will be remitted to the city and be applied to the general fund for police use and equipment; and

WHEREAS, the vehicles and equipment to be designated as surplus and sold are as follows:

LESO PROPERTY INVENTORY CONTROL SALE/DISPOSAL REQUEST CITY SURPLUS FAIRVIEW POLICE DEPARTMENT

Table with columns: Item Number, Date of Acquisition, Original DTID #, Requisition Number, Description, DIMIL CODE, VIN / SERIAL, SOLD, Disposal Date, SALE PRICE. Rows include items like 2009 Chevy Tahoe, 2012 Chevy Tahoe, 2014 Ford Explorer, 1999 Sterling Dump Truck, KOMATSU DRESSER / LOADER, 1998 FORD F800 WRECKER, and 1986 International H Bucket Truck.

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 hereby resolves to and does declare the miscellaneous equipment described above as surplus and hereby authorizes the sale of these items via online auction.

Passed and adopted this the 7th day of March, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

RESOLUTION 10-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR BRUSH CREEK 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 that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for Brush Creek Subdivision.

Passed and adopted this the 7th day of **March, 2024**.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
BRUSH CREEK SUBDIVISION
0 BRUSH CREEK ROAD
MAP 23, PARCEL 51.00**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 7th day of MARCH 2024, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and A-1 Home Builders, Inc. the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as Brush Creek Subdivision, consisting of 45 residential lots, lot numbers 1 to 45.

(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 14th day of November, 2023 as Resolution PC 35-23, 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 Brush Creek Subdivision in the amount of **\$686,520 (Six hundred and eighty six thousand and five hundred and twenty 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 **\$2,577,277 (Two million, five hundred and seventy seven thousand, two hundred and seventy seven dollars)** in accordance with the approved Development 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, 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

Pres.

TITLE

Pres.

TITLE

ATTEST:

ATTEST:

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE

RESOLUTION 11-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, TO NAME A CONSULTANT FOR PROFESSIONAL DESIGN SERVICES FOR THE POLICE DEPARTMENT/ COURT FACILITY AND REMODEL OF EXISTING SPACE

WHEREAS, the City of Fairview recently solicited Requests for Qualifications for Professional Design, Architectural, and Engineering Services for the Police/Court Facility and remodel; and

WHEREAS, the city received proposals from ten qualified and capable design firms; and

WHEREAS, after a full review and city staff experience based consideration of all proposals submitted the city staff recommends that the firm ***WOLD Architects and Engineers*** be contracted by the city for these services.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Board of Commissioners, do hereby select ***WOLD Architects and Engineers*** for the Professional Design, Architectural, and Engineering Services for the Police/Court Facility and remodel of existing space.

Passed and adopted this 7th day of **March, 2024**.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney