

CITY OF FAIRVIEW  
**BOARD OF COMMISSIONERS**

MARCH 17, 2016

7:00 P.M.

**AGENDA**

1. **Call to order by Mayor Carroll**
  - A. Prayer and Pledge
2. **Approval of the Agenda –**
3. **Citizen Comments – (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).**
4. **Awards and/or Recognitions –**
5. **Public Announcements –**
6. **Staff Comments –**
7. **Approval of the Minutes – (only needed if removed from consent agenda)**
8. **Consent Agenda Consisting of Items as Follows:**
  - A. Approval of the Minutes from the March 3, 2016 Board of Commissioners Meeting
  - B. Approval of the Minutes from the February 25, 2016 Special Board of Commissioners Meeting
  - C. Second and Final Reading of Bill #2015-45, Ordinance No. 910, An Ordinance to Change the Zoning of Certain Property in the City of Fairview, Tennessee, Located off Tiger Trail, Owned by Benny Sullivan, as Shown on, Williamson County, Tax Map 042, Parcel 28.03, From RS-40 to R-20, PUD Overlay
9. **Old Business**
  - A. Discuss and/or Take Action on Resolution 04-16, A Resolution Requesting the State of Tennessee General Assembly Amend Tennessee Code Annotated Sections 6-20-101 and 6-20-201, Both of Which are Charter Provisions of the City of Fairview, Tennessee - Crutcher
10. **New Business**
  - A. Discuss and/or Take Action on Bill #2016-05, Ordinance No. 919, An Ordinance to Change the Zoning of Certain Property in the City of Fairview, Tennessee, Located at 2652 Fairview Boulevard, Owned by Gary Jaworski and Wife, Glenda Jaworski, as Shown on, Williamson County, Tax Map 69, Parcel 32.00, From RS-40 to CG (Commercial General) - Hall
  - B. Discuss and/or Take Action Resolution No. 03-16, A Resolution to Set a Public Hearing for the Purpose of Obtaining Public Comment on Changing the Zoning of Certain Property in the City of Fairview, Tennessee, Located at 2652 Fairview Boulevard, Owned by Gary Jaworski and Wife, Glenda Jaworski, as Shown on, Williamson County, Tax Map 69, Parcel 32.00, From RS-40 to CG (Commercial General) – Hall
  - C. Discuss and/or Take Action on Recommendation from the Planning Commission on Rezoning of Property off Cox Pike From RS-40 to R-15/CG Mixed Use PUD (Residential/Commercial General Mixed Use Planned Unit Development), Map 43, Parcels 30.01 and 31.00, 32.19 Acres, Denny, Proctor and Welch Owners - Hall
  - D. Discuss and/or Take Action on Bill #2016-06, Ordinance No. 920, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2015-2016 Budget - Daugherty
  - E. Discuss and/or Take Action on an Ordinance that Prevents Door to Door Calling by For-Profit Businesses after 6:00 p.m.- Bissell
  - F. Discuss and/or Take Action on an Ordinance that Prohibits the Delivery of Flyers, Phone Books, etc. by Placing Those Items in Driveways (Newspaper Delivery Excluded) – Bissell

- G. Discuss and/or Take Action on Resolution 05-16, A Resolution Requesting the Fairview, Tennessee Municipal Election be Held in Conjunction with the November 8, 2016, Presidential Election - Cantrell
- H. Discuss and/or Take Action on Xerox Contract - Daugherty
- I. Discuss and/or Take Action on City Manager's Employment – Crutcher
- J. Discuss and/or Take Action on Interim City Manager – Crutcher

**11. City Manager Items for Discussion –**

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

**12. Communications from the Mayor and Commissioners –**

**13. Adjournment.**

Bill # 2015-45



ORDINANCE NO. 910

AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED OFF TIGER TRAIL, OWNED BY BENNY SULLIVAN, AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 042, PARCEL 28.03, FROM RS – 40 TO R – 20, PUD OVERLAY.

**WHEREAS**, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 17th day of December, 2015, pursuant to a resolution adopted on November 19<sup>th</sup>, 2015; and

**WHEREAS**, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owner **Benny Sullivan**, has requested a changing of the Zoning Classification relative to the property below described and that the said request is well taken and,

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

**THE ZONING CLASSIFICATION FOR ALL THE BELOW DESCRIBED PROPERTY IS DESIGNATED AS AND CHANGED FROM ITS PRESENT ZONING DESIGNATION RS – 40, TO R – 20, PUD OVERLAY. THE PROPERTY FOR WHICH THE ZONING CHANGE IS MADE AND OR ADOPTED IS DESCRIBED AS FOLLOWS:**

Williamson County, Tennessee, **Tax Map 42, Parcel 28.03**, Land in Williamson County, Tennessee and being part of property duly recorded in the Williamson County Register's Office in Deed Book 322, Page 430, Tract 2, Deed Book 317, Page 944, Deed Book 1952, Page 248, as corrected by instrument recorded in Deed Book 2093, Page 793 to which plan reference is hereby made for a complete description of said tract.

Being part of the same property conveyed to **Benny Sullivan** by deed of record in **Book 322,**

Page 430, Tract 2, and a portion of the property recorded in Deed Book 317, Page 944, Less and excluding the portion of the property sold to the Williamson County Board of Education, Recorded in Deed Book 1952, Page 248 as corrected by instrument recorded in Deed Book 2093, Page 793, all in the Williamson County Register's office. The descriptions are hereby incorporated into and made a part of this Ordinance by reference as fully as if copied into this Ordinance verbatim.

This Ordinance shall take effect at the earliest date provided by law following its final reading and approval, the public welfare requiring it.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

Approved as to form:

\_\_\_\_\_  
City Attorney

Passed first reading: November 19, 2015

Passed second reading: \_\_\_\_\_

Public Hearing Held on: December 17, 2015

# City of Fairview

7100 CITY CENTER WAY  
FAIRVIEW, TN. 37062



Phone: 615-799-1585  
Email: codes@fairview-tn.org

## RECOMMENDATIONS

2015 - 7

**DATE: OCTOBER 13, 2015**

**TO: FAIRVIEW BOARD OF COMMISSIONERS**

**FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION**

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**On OCTOBER 13, 2015 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.**

8.2 DISCUSS AND/OR TAKE ACTION ON AN APPLICATION FOR REZONING PROPERTY OFF TIGER TRAIL FROM RS-40 (RESIDENTIAL) TO R-20 P.U.D. OVERLAY (RESIDENTIAL /PLANNED UNIT DEVELOPMENT). MAP 42, PARCEL 28.00, 15.49 ACRES. BENNY SULLIVAN OWNER.

Carroll made a motion for approval subject to the agreement of the Builder in Phase One to not include lots 6, 7, 8 & 9. Sutton Seconded. Cantrell stated if he agrees to that it would be fine, he would have to come back and get approval for phase 2. Gordon stated he would say 6, 7, 8 & 9 would be phase 4. Owen stated so they are clear, a better way to word would be, the last four lots plated in this development are 6, 7, 8 & 9. Carroll removed her original motion, restated motion that lots 6, 7, 8 & 9 be the last four lots to be plated in the last phase of this development. Cantrell stated need removal of first Motion. Butler made a motion to remove first motion. Sutton Seconded. Gordon stated he they will agree to this stipulation. Sutton Seconded. All were in favor

# City of Fairview

7100 City Center Way  
Fairview, TN 37062-0069



Phone: 615-799-1585  
Fax: 615-799-5599  
Email: codes@fairview-tn.org

## REZONING REQUEST APPLICATION

For a Rezoning Request, the City of Fairview **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property.
3. A list of Names and addresses of **all** adjacent property owners.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the authority to request the zoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$200.00 application fee (Checks should be made payable to "City of Fairview")

Request No. \_\_\_\_\_ Date Submitted 6-9-2015

### SECTION 1 – Applicant Information

(Any correspondence from the City will be addressed to the applicant)

Property Owner       Purchaser of Property       Engineer Trustee

Architect       Other \_\_\_\_\_

Name: Brandon Robertson Phone: \_\_\_\_\_

Business: A-1 Restoration, Inc. E-mail: \_\_\_\_\_

Address: 256 Seaboard Ln. St. 6-10<sup>3</sup> Best Way to Contact: Phone  
(Mail, E-mail, Phone)

City: Franklin State: TN Zip: 37067

### SECTION 2 – Property Information for the Rezoning Request

Project Name: Spring Station

Project Address: Tiger Trail

Existing Land Use: RS-40

Proposed Land Use: R-20 P.U.D. Overlay

Total Acreage of Project/Rezoning: 15

TAX MAP	PARCEL(S)	CURRENT ZONING DISTRICT	REQUESTED ZONING DISTRICT	# OF ACRES	PROPERTY OWNER
42	28	RS-40	R-20 P.U.D. Overlay	15	Benny Sullivan

\*\*\*Reason for Rezoning must be included on an attached sheet.

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to go to the Board of Commissioners. The Board of Commissioners must approve a Rezoning Ordinance on two readings and hold a Public Hearing before the rezoning request is considered approved.

I certify that all of the above statements are true to the best of my knowledge.

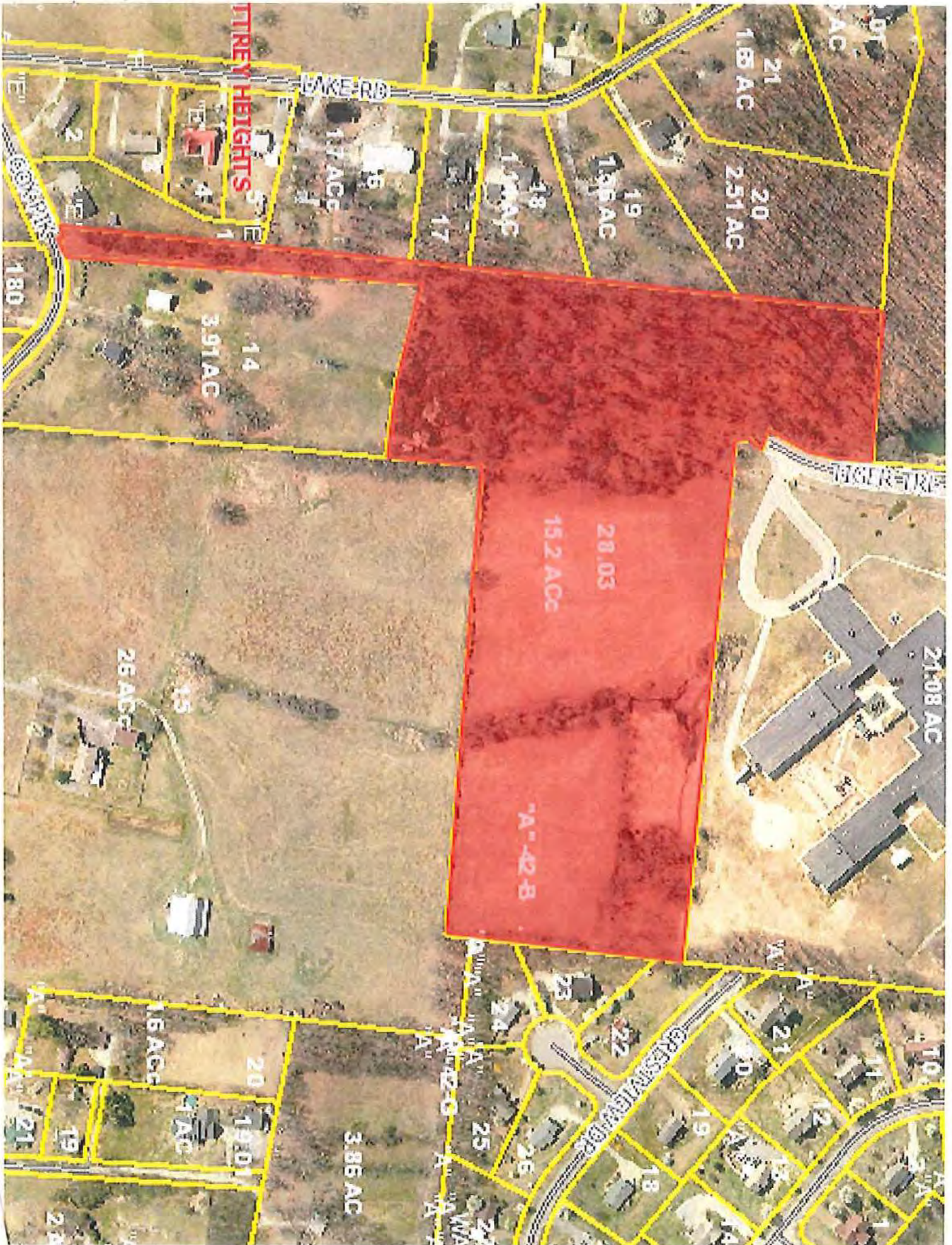
Applicant's Signature:  Date: 6/9/15

**FOR OFFICE USE ONLY**

APPLICATION RECEIVED AND FILING FEE PAID 6-9-15

DATE OF APPROVAL BY PLANNING COMMISSION 10-13-15

DATE OF FINAL APPROVAL BY BOARD OF COMMISSIONERS \_\_\_\_\_



TIREY HEIGHTS

LAKE RD

21 1.85 AC  
20 2.51 AC

19 1.99 AC

18 1.99 AC

17 1.7 ACc

14 3.91 AC

15 2.6 ACc

21.08 AC

"A"-42-B

28.03  
15.2 ACc

GRASSY RIDGE

3.86 AC

16 ACc

20 19.01

19 AC

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To whom it may concern:

I give Brandon Robertson and A-1 Restoration, Inc. the authority to request rezoning of 15 acres on Tiger Trail and Cox Pike. The request is to rezone from RS-40 to R-20 P.U.D Overlay, with a density of 2.2 upa.

Thanks,

A handwritten signature in blue ink, appearing to read "Benny Sullivan". The signature is fluid and cursive, with a long horizontal stroke at the end.

Benny Sullivan

A-1 Restoration, Inc.  
256 Seaboard Lane  
Ste. G 103  
Franklin, TN 37067

To Whom It May Concern:

We are requesting to rezone 15 acres located on Cox Pike and Tiger Trail in the City of Fairview. The property is currently zoned RS-40. Our request is to rezone the property to R-20 P.U.D. overlay. The intention is to develop 33 lots residential lots.

Thank you,

A handwritten signature in black ink, appearing to read 'Brandon Robertson', with a large, stylized flourish at the end.

Brandon Robertson, pres.

A-1 Restoration, Inc.

9A

CITY OF FAIRVIEW, TENNESSEE  
RESOLUTION NO. 04-16

A RESOLUTION REQUESTING THE STATE OF  
TENNESSEE GENERAL ASSEMBLY AMEND TENNESSEE  
CODE ANNOTATED SECTIONS 6-20-101 AND 6-20-201, BOTH OF WHICH ARE  
CHARTER PROVISIONS OF THE CITY OF FAIRVIEW, TENNESSEE.

**Whereas**, the City of Fairview, Tennessee, incorporated by Title 6, Chapters 18 – 29, as amended from time to time, by the General Assembly of the State of Tennessee; and

**Whereas**, the interest of the City of Fairview, Tennessee, will be better served if the Charter of the town is amended; and now therefore;

Be it resolved by the Mayor and the Board of Commissioners of the City of Fairview that:

The Honorable **Senator Jack Johnson** and Honorable **Representative Jeremy Durham** are hereby requested to introduce the following acts to the General Assembly of the State of Tennessee:

An ACT to amend **Tennessee Code Annotated 6-20-101 and 6-20-201** as herein described below:

Be it enacted by the General Assembly of the State of Tennessee:

**6-20-101**

(i) Notwithstanding subsections (a)-(h) in any city who has elected to have the mayor elected by popular vote in accordance with the provisions of 6-20-201 (b)(1)(A) may if upon approval of a majority of the then setting board of commissioners authorize at any election to be conducted that the person(s) obtaining the highest number of votes be elected for a four (4) year term and the person(s) receiving the next highest number of votes be elected for one (1) two (2) year term and there after the initial two (2) year term that seat would revert to a four (4) year term to allow for continuity of experience on the elected board of commissioners.

(J) Notwithstanding subsections (a)-(i) That upon passage by a majority vote of the then setting board of commissioners a referendum may be submitted to the voters of the city limiting the successive terms of all the members of the board of commissioners to two (2) four (4) terms. If the term limits are imposed by a vote of the residents of the city they shall not apply to any seat on the board of commissioners until the first elected term after the approval of the term limits by the referendum of the voters of the city.

The term limits if imposed by referendum of the voters of the city shall not preclude a former city commissioner from seeking re-election after that commissioner has been absent from a city commissioner position for a period of four (4) years although if re-elected after the lapse of four (4) years the term limits would be reset regarding that commissioners election or re-election. The term limits if instituted by a referendum of the voters of the city shall not preclude a former city commissioner from seeking the office of mayor of the city without a break in the service from commissioner to mayor.

**6-20-201**

(5) Notwithstanding subsections (a)-(b)(4) That in any city who has elected to have the mayor elected by popular vote in accordance with the provisions of 6-20-201 (b)(1)(A) upon passage by a majority vote of the then setting board of commissioners a referendum may be submitted to the voters of the city limiting the successive terms of all the mayor two (2) four (4) terms. If the term limits are imposed by a vote of the residents of the city they shall not apply to mayor until the first elected term after the approval of the term limits by the referendum of the voters of the city.

The term limits if imposed by referendum of the voters of the city shall not preclude a former mayor seeking re-election after that mayor has been absent from a city mayors position for a period of four (4) years although if re-elected after the lapse of four (4) years the term limits would be reset regarding that mayors election or re-election. The term limits if instituted by a referendum of the voters of the city shall not preclude a former mayor from seeking the office of city commissioner of the city without a break in the service from mayor to commissioner.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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**MAYOR**

**ATTEST:**

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**CITY RECORDER**

**APPROVED AS TO FORM**

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**LARRY D. CANTRELL  
CITY ATTORNEY  
FAIRVIEW, TENNESSEE**

10A

ORDINANCE NO. 919

**AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED AT 2652 FAIRVIEW BOULEVARD, OWNED BY GARY JAWORSKI AND WIFE, GLENDA JAWORSKI, AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 69, PARCEL 32.00, FROM RS - 40, TO CG (COMMERCIAL GENERAL).**

**WHEREAS**, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 7<sup>th</sup> day of April, 2016, pursuant to a resolution adopted on March 17<sup>th</sup>, 2016; and

**WHEREAS**, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owners Gary Jaworski and Wife, Glenda Jaworski, have requested a changing of the Zoning Classification relative to the property below described and that the said request is well taken and,

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

**THE ZONING CLASSIFICATION FOR ALL THE BELOW DESCRIBED PROPERTY IS DESIGNATED AS AND CHANGED FROM ITS PRESENT ZONING DESIGNATION RS - 40, TO CG (COMMERCIAL GENERAL). THE PROPERTY FOR WHICH THE ZONING CHANGE IS MADE AND OR ADOPTED IS DESCRIBED AS FOLLOWS:**

Williamson County, Tennessee, Tax Map 69, Parcel 32.00, Recorded in Deed Book 983, Page 920, Register's Office for Williamson County, Tennessee. The description is hereby Incorporated into and made a part of This Ordinance by reference as fully as if copied into This ordinance verbatim.

This Ordinance shall take effect at the earliest date provided by law following its final reading and approval, the public welfare requiring it.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY RECORDER**

**Approved as to form:**

\_\_\_\_\_  
**City Attorney**

**Passed first reading:** \_\_\_\_\_

**Passed second reading:** \_\_\_\_\_

**Public Hearing Held on:** \_\_\_\_\_

# City of Fairview

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: [codes@fairview-tn.org](mailto:codes@fairview-tn.org)

## RECOMMENDATIONS

2016 - 2

**DATE: FEBRUARY 16, 2016**

**TO: FAIRVIEW BOARD OF COMMISSIONERS**

**FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION**

\*\*\*\*\*

**On February 16, 2016 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.**

- 8.1 DISCUSS AND/OR TAKEN ACTION ON REZONING PROPERTY LOCATED AT 2652 FAIRVIEW BLVD. FROM RS-40 (RESIDENTIAL) TO CG (COMMERCIAL GENERAL). MAP 69, PARCEL 32.00. 1.1 ACRES. GARY & GLENDA JAWORSKI OWNERS.

Mangrum made a motion for approval. Mitchell Seconded. Vote was taken all in favor except Carroll and Butler. Motion passes.



**CITY OF FAIRVIEW  
MUNICIPAL PLANNING COMMISSION  
REGULAR MEETING  
FEBRUARY 9, 2016**

**CITY STAFF REPORT**

**5. RECOMMENDATIONS**

**ITEM 5.1 DISCUSS AND/OR TAKE ACTION ON REZONING APPLICATION FOR PROPERTY LOCATED AT DRAGSTRIP ROAD FROM CI (COMMERCIAL INTERCHANGE) TO RM-8 (MULTI FAMILY RESIDENTIAL). MAP 18, PARCEL 006.00, 21.5 ACRES. EMMA GENE CLEMENT PEERY OWNER.**

Beata made a motion for approval. Butler Seconded. All were in favor.

No Staff Comments

**ITEM 5.2 DISCUSS AND/OR TAKE ACTION ON REZONING OF PROPERTY LOCATED OFF COX PIKE (POLSTON PLACE II) FROM RS-20 TO RS-20 P.U.D. OVERLAY (RESIDENTIAL). MAP 21, PARCEL 61.06 (40.69 ACRES); MAP 43, PARCEL 32.04 (2 ACRES) AND PARCEL 37.01 (0.5 ACRES). BILLY POMEROY OWNER.**

Sutton made a motion for approval. Mitchell Seconded. All were in favor.

No Staff Comments

**6. BONDS**

**ITEM 6.1 WESTERN WOODS VILLAGE – PERFORMANCE BOND TO COVER THE ROADS, SIDEWALKS, AND STORM DRAINAGE – \$155,300.00. PLANNING COMMISSION SET THE BOND ON FEBRUARY 12, 2008. THE BOND WAS REDUCED TO \$106,000.00 AT THE FEBRUARY 10, 2009 MEETING. THE BOND WAS REDUCED TO \$80,240.00 AT THE FEBRUARY 12, 2013 MEETING. BOND EXPIRES MARCH 14, 2016.**

No Staff Comments

**7. OLD BUSINESS – NO AGENDA ITEMS**

**8. NEW BUSINESS**

**ITEM 8.1 DISCUSS AND/OR TAKE ACTION ON REZONING PROPERTY LOCATED AT 2652 FAIRVIEW BLVD. FROM RS-40 (RESIDENTIAL) TO CG (COMMERCIAL GENERAL). MAP 69, PARCEL 32.00. 1.1 ACRES. GARY & GLENDA JAWORSKI OWNERS.**

1) The Proposed Land Use Map designates this area on the west side of Fairview Boulevard as RM (Medium Density Residential). As such, any proposed commercial rezoning would also require an amendment to the Proposed Land Use Map.

2) The subject property is bounded on three (3) sides (north, west, and south) by parcels that are zoned RS-40. The subject parcel as well as parcels to the west and south currently have single family dwellings on them. The parcel to the north is home to Fairview Elementary School. There are approximately six (6) parcels in the vicinity of the subject parcel on the east side of Fairview Boulevard that are zoned CG including a parcel directly across Fairview Boulevard. The six (6) commercially zoned parcels in the area include a convenience gas station, offices for a construction

company, a child care facility, a hair salon, a multi-tenant commercial building, and self-storage facility.

3) It is important to note that if the subject parcel is rezoned to commercial that there will be some potentially limiting physical development restraints in the form of increased building setbacks and buffers as a result of the subject parcel being adjacent to residentially zoned parcels.

**ITEM 8.2 DISCUSS AND/OR TAKE ACTION ON REVISED DEVELOPMENT PLANS FOR MEETING PLACE ASSEMBLY OF GOD. LOCATED ON HIGHWAY 96. MAP 41, PARCEL 46.17. 3.00 ACRES. ZONED RS-40. OWNER CHURCH MEETING PLACE ASSEMBLY OF GOD.**

1) The revised pond location indicates a pond discharge point that is significantly closer to the adjacent property boundary and poses a potential risk of overwhelming the storm water conveyance that the discharge will be directed towards. It is suggested that the site plan be revised to include a drainage swale from the pond outlet pipe to the receiving conveyance to accommodate the newly created point source discharge that is directed toward the adjacent storm water conveyance. The drainage swale should be appropriately sized to accommodate the anticipated maximum pond discharge amount. Please note that if the swale is not installed at this time, the City will monitor the site during the 1 year bonding period and if channelization is observed between the pond discharge and the adjacent receiving conveyance, the swale will be required to be installed prior to releasing the bond.

# City of Fairview

7100 City Center Way  
Fairview, TN 37062-0069



Phone: 615-799-1585  
Fax: 615-799-5599  
Email: codes@fairview-tn.org

## REZONING REQUEST APPLICATION

For a Rezoning Request, the City of Fairview **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property.
3. A list of Names and addresses of **all** adjacent property owners.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the authority to request the zoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$200.00 application fee (Checks should be made payable to "City of Fairview")

.....  
Request No. \_\_\_\_\_ Date Submitted 1-15-2016

### SECTION 1 – Applicant Information

(Any correspondence from the City will be addressed to the applicant)

- Property Owner       Purchaser of Property       Engineer Trustee  
 Architect       Other \_\_\_\_\_

Name: Glenda & Gary Jaworski Phone: \_\_\_\_\_

Business: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: 2652 Fairview Blvd Best Way to Contact: \_\_\_\_\_

City: Fairview State: TN Zip: 37062 (Mail, E-mail, Phone)

.....

**SECTION 2 – Property Information for the Rezoning Request**

Project Name: \_\_\_\_\_

Project Address: 2652 Fairview Blvd.

Existing Land Use: Residential

Proposed Land Use: Commercial

Total Acreage of Project/Rezoning: 1.1 ACRES

TAX MAP	PARCEL(S)	CURRENT ZONING DISTRICT	REQUESTED ZONING DISTRICT	# OF ACRES	PROPERTY OWNER
69	32	RS40	CG	1.1	Gary Jaworski

\*\*\*Reason for Rezoning must be included on an attached sheet.

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to go to the Board of Commissioners. The Planning Commission reserves the right to make a recommendation on the application as submitted, or an amended application requested at the time of deliberation. The Board of Commissioners must approve a Rezoning Ordinance on two readings and hold a Public Hearing before the rezoning request is considered approved.

I certify that all of the above statements are true to the best of my knowledge.

Applicant's Signature: Gary Jaworski Date: 1/15/2016



**FOR OFFICE USE ONLY**

APPLICATION RECEIVED AND FILING FEE PAID 1-15-2016

DATE OF FAVORABLE RECOMMENDATION BY PLANNING COMMISSION  
\_\_\_\_\_

DATE OF CONCURRENCE /FINAL APPROVAL BY BOARD OF COMMISSIONERS  
\_\_\_\_\_

THE PLANNING COMMISSION HAS DETERMINED THAT THE FOLLOWING FINDINGS ARE APPLICABLE;

- \_\_\_\_ 1. The Amendment is in agreement with the general plan for the area.
- \_\_\_\_ 2. It has been determined that the legal purposes for which zoning exists are not contravened.
- \_\_\_\_ 3. It has been determined that there will be no adverse effect upon adjoining property owners, unless such effect can be justified by the overwhelming public good or welfare.
- \_\_\_\_ 4. It has been determined that no property owner or small group of property owners will benefit materially from the change to the detriment of the general public.
- \_\_\_\_ 5. It has been determined that conditions affecting the area have changed a sufficient extent to warrant an amendment to the zoning map.

.....

This instrument prepared by:  
MID-STATE TITLE & ESCROW, INC.  
128 HOLIDAY COURT, SUITE 125, FRANKLIN, TN 37064

SEND TAX STATEMENTS TO:

NAME OF MORTGAGEE:

SECURITY FINANCIAL AND MORTGAGE CORPORATION  
P. O. BOX 31912  
ST. LOUIS, MO 63131

SECURITY FINANCIAL AND MORTGAGE CORPORATION  
P. O. BOX 31912  
ST. LOUIS, MO 63131

ADDRESS NEW OWNERS:

MAP 069, GROUP     , PARCEL 03200  
Dist 01

Gary Jaworski  
1936 Robinson Blvd., 901st  
Shelbyville, Tenn. 37062

WARRANTY DEED

BOOK 983 PAGE 920

FOR AND IN CONSIDERATION OF THE SUM Seventy-Two Thousand and 00/100'S \*\*\*  
(\$72,000.00) DOLLARS, cash in hand paid, the receipt of all of which is  
hereby acknowledged, LLOYD E. YEARGAN and WIFE, LENA YEARGAN have/has this  
day bargained and sold and do/does hereby transfer and convey unto GARY  
JAWORSKI and WIFE, GLENDA JAWORSKI, his/her/their heirs and assigns, the  
following described property:

Lying and being in the First Civil District of Williamson County, State of  
Tennessee, and being more particularly described as follows:

Beginning at a stake on the west side and in the right-of-way line of Highway  
100, said point being the southeast corner of the Fairview Elementary School  
property; thence with same North 87-1/2 degrees West 309 feet to a stake, the  
southwest corner of the School property; thence South 13 degrees West, a new  
line 186 feet to a gate post; mentioned in the previous conveyance of 5.8  
acres off Daugherty to King; thence South 65 degrees East 228 feet to a stake  
in the right-of-way line of Highway 100; thence with same, North 30 degrees  
East 147 feet to a stake; thence with same north 27 degrees East 150 feet to  
the beginning, containing 1.1 acres, more or less.

Being the same property conveyed to Lloyd E. Yeargan and wife, Lena Yeargan  
by warranty deed of Barbara D. Berry, unmarried of record in Book 282, page  
204, Register's Office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the said lands, with the improvements and  
appurtenances thereunto belonging to the said GARY JAWORSKI and WIFE, GLENDA  
JAWORSKI, his/her/their heirs and assigns, forever.

AND GRANTOR(S) COVENANT(S) with the said GARY JAWORSKI and WIFE, GLENDA  
JAWORSKI, that he/she/they is/are lawfully seized and possessed of said land,  
in fee simple, has/have a good right to convey it, and that it is  
unencumbered, except as follows:

1. 1992 County and City of Fairview Taxes constitute a lien against said  
property, but are not yet due and payable. Map 069 Parcel 03200

AND GRANTOR(S) FURTHER COVENANT(S) and binds himself/herself/themselves,  
his/her/their heirs, successors and assigns, to warrant and forever defend  
the title to said property, to the said GARY JAWORSKI and WIFE, GLENDA  
JAWORSKI, his/her/their heirs and assigns, against the lawful claims of all  
persons, whomsoever.

Witness our/my hand(s), on this the 9 day of June, 1992.

Lloyd E. Yeargan  
LLOYD E. YEARGAN  
Lena Yeargan  
LENA YEARGAN

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared LLOYD E. YEARGAN and WIFE, LENA YEARGAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that (s)he/they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, on this the 9 day of June, 1992.

Cynthia M. Beard  
Notary Public

(SEAL) NOTARY PUBLIC AT LARGE My Commission Expires: Jan. 24, 1994

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

The actual value or consideration, whichever is greater, for this transfer is \$72,000.00.

Gary Jaworski

Sworn to and subscribed before me, on this the 9 day of June, 1992.

(SEAL) NOTARY PUBLIC AT LARGE My Commission Expires: Jan. 24, 1994

Cynthia M. Beard  
Notary Public

TRANSFERRED

JUN 10 1992  
DENNIS ANGLIN PROP. ASSESSOR  
WILLIAMSON COUNTY

State of Tennessee, County of WILLIAMSON  
Received for record the 10 day of  
JUNE 1992 at 10:52 AM. (RECH 25816)  
Recorded in official records  
Book 983 Page 921-921  
Notebook: 49 Page 328  
State Tax \$ 266.40 Clerks Fee \$ 1.00,  
Recording \$ 8.00, Total \$ 275.40,  
Register of Deeds SABLE WINE  
Deputy Register PAM GREER



ENRIELEN BLVD

"A"-69-D

**DAUGHERTY ESTATES "A"**

1 "A"-69-C

66 46

1.1AC

3.64AC

8.07AC

"A"

"A"

"A"

5

4

29

3

30

2

31

32

31

33

30







CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 03-16

**A RESOLUTION TO SET A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING PUBLIC COMMENT ON TO CHANGING THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED AT 2652 FAIRVIEW BOULEVARD, OWNED BY GARY JAWORSKI AND WIFE, GLENDA JAWORSKI, AS SHOWN ON, WILLIAMSON COUNTY, TAX MAP 69, PARCEL 32.00, FROM RS - 40, TO CG (COMMERCIAL GENERAL).**

**WHEREAS**, The City of Fairview, Tennessee is in the process of changing the Zoning Classification of Certain Property herein described and the Statutes of the State of Tennessee require that a public hearing be held for the purpose of obtaining the public's comments regarding the proposed Zoning Classification Change and,

**WHEREAS**, the Board of Commissioners for the City of Fairview, Tennessee have determined that April 7<sup>th</sup>, 2016, is an acceptable date for the conduct of such a public hearing.

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

1. That a public hearing for the purpose of obtaining the comments of the public regarding the change in the Zoning Classification of the below described property located in the Corporate Limits of the City of Fairview, Tennessee is scheduled and will be held at 7:00 O'Clock P.M., April 7<sup>th</sup>, 2016, in the City Hall of the City of Fairview, Tennessee.

The Property for which the Zoning Change is requested and for which public comment is sought is described as follows

**Williamson County, Tennessee, Tax Map 69, Parcel 32.00, Recorded in Deed Book 983, Page 920, Register's Office for Williamson County, Tennessee. The description is hereby Incorporated into and made a part of This Ordinance by reference as fully as if copied into This Resolution verbatim.**

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**LARRY D. CANTRELL  
CITY ATTORNEY  
FAIRVIEW, TENNESSEE**

# City of Fairview

10C

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

## RECOMMENDATIONS

2016 - 3

**DATE: MARCH 8, 2016**

**TO: FAIRVIEW BOARD OF COMMISSIONERS**

**FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION**

\*\*\*\*\*

**On March 8, 2016 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.**

8.2 DISCUSS AND/OR TAKEN ACTION ON REZONING PROPERTY (INCLUDING PRELIMINARY MASTER DEVELOPMENT PLAN) OFF COX PIKE FROM RS-40 TO R-15/CG MIXED USE PUD (RESIDENTIAL/COMERCIAL GENERAL MIXED USE PLANNED UNIT DEVELOPMENT), MAP 43, PARCELS 30.01 AND 31.00, 32.19 ACRES, DENNY, PROCTOR & WELCH, OWNERS.

Beata made a motion to deny the request based the desire to see the property at RS-20 density seconded by Sutton. Mangrum recused himself from the vote. All were in favor. This is a negative recommendation to the Board of Commissioners.

# City of Fairview

7100 CITY CENTER CIRCLE  
P.O. BOX 69  
FAIRVIEW, TN. 37062



Phone: 615-799-1585  
Fax: 615-799-5599  
Email: codes@fairview-tn.org

## REZONING APPLICATION

### PETITIONERS

I (we) the undersigned property owner (s) petition the Fairview City Commission to amend the designed zoning district as follows:

**FROM** RS-40

(Existing zoning classification)

**TO** RS-15/LG mixed use PUD

(Proposed zoning classification)

### PROPERTY DESCRIPTION

Property located at Cox Pike - Map 43, Parcels 030.01 and 031.00

Having 639 frontage on Cox Pike  
(Feet) (Street, Avenue, Lane, Drive)

Owned by Denny, Proctor & Welch as evidenced by a deed recorded in book: 1822 & 3142

Page: 518 & 638 in the Williamson County Register's Office and further identified on the Fairview

Geological Listing of Assessment Roll Map #: 43, Parcel (s) 30.01 & 31 Being

32.19 acres, lot (s) \_\_\_\_\_

### PROPERTY USE

Proposed Use of the Property: Residential Development

ADJACENT OWNERS	ADDRESS	PROPERTY OWNER
① David & Judy Welch		⑧ Gary Clark
② Raymond & Georgia Denny		⑨ Mildred Kennedy
③ E.C. + Glenna Mangrum		
④ Major + Peggy Mangrum		
⑤ Donald + Wanda Johnson		
⑥ Sammy + Susan Duncan		
⑦ Pamela Pewitt		

**CERTIFICATION:** I certify that all of the above statements are true to the best of my knowledge.

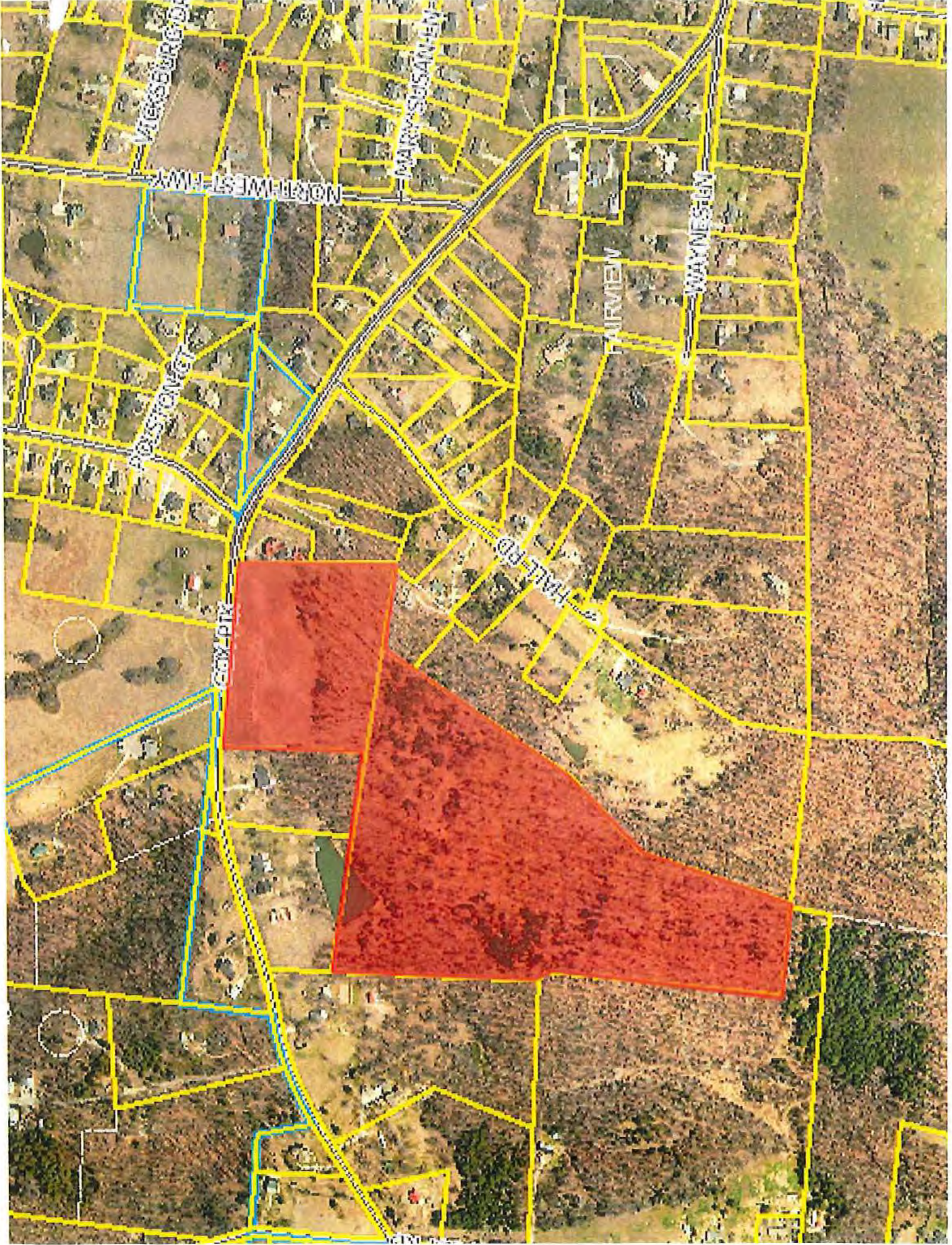
2/9/2015  
DATE

[Signature]  
SIGNATURE

DATE OF APPROVAL \_\_\_\_\_ BY PLANNING COMMISSION.  
DATE

DATE OF FINAL APPROVAL BY THE BOARD OF COMMISSIONERS \_\_\_\_\_  
DATE

\$200.00 FILING FEE PAYABLE TO: CITY OF FAIRVIEW, PAID ON 2-9-2015  
DATE



THIS INSTRUMENT PREPARED WITHOUT TITLE SEARCH BY:  
**HARVILL & ASSOCIATES, PC**  
**CENTERVILLE, TENNESSEE 37033**

Upon Information Furnished By:  
The Parties

For and in consideration of the sum of **\$10.00 DOLLARS**, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, we, **ROBERT JOHNSON SAIN** and wife, **LOIS OVERBY SAIN**, **JOHN G. NORTH** and **GEORGIA M. DENNY** (formerly **Georgia M. North**) have this day bargained and sold and by these presents do transfer and convey a one-half (1/2) undivided interest unto **JUDY E. WELCH**, her heirs and assigns, and a one-half (1/2) undivided interest unto **TOM PROCTOR**, his heirs and assigns, the following described tract or parcel of land, lying and being situated in the 1st Civil District of **WILLIAMSON** County, Tennessee, and more particularly bounded and described as follows:

**Lying and being situated in the 1<sup>st</sup> Civil District of Williamson County, Tennessee and being more particularly bounded and described as shown on the Tax Books as Map 043, Parcel 031.00.**

**Beginning at an iron pin in Mrs. Overbey's South boundary line with black oak and hickory pointers; thence South 29-1/2 deg. West 817 feet to a small black oak; thence South 44-1/2 deg. West 363 feet to a hickory; thence South 16 deg. West 562 feet to a stake 6 feet West of Douglas Martin's Northwest corner and also the Tidwell Heirs Northeast corner; thence with the Tidwell Heirs North boundary line West 0 deg. 288 feet to a rock pile and dogwood; thence North 2 deg. East 863 feet to an iron stake; thence North 72-1/2 deg. West 100 feet to another Iron pin; thence North 28 deg. West 14 feet to a stake, Ephriam Mangrum's Southeast corner; thence with said Mangrum's East boundary line North 5 deg. East 686 feet to Mrs. Overbey's Southwest corner; thence with said Mrs. Overbey's South boundary line South 87 deg. East 1063 feet to the beginning, containing 23.36 acres, more or less.**

**Being the same property conveyed to Robert Johnson Sain and wife, Lois Overby Sain and William G. North and wife, Georgia M. North by Deed of J. C. Hall and wife, Allie Mai Hall, dated May 11, 1966 and recorded July 9, 1966 at 10:50 A. M. in Deed Book 142, page 448, Register's Office, Williamson County, Tennessee. William G. North died without spouse or children. John G. North is the father of William G. North and inherited his interest as his only heir. William G. North and Georgia M. North (now Denny) were divorced in Williamson County Circuit Court (Case #9013) in 1974 with each taking a one-fourth (1/4) interest each.**

TO HAVE AND TO HOLD said tract or parcel of land, together with all the estate, title and interest thereunto belonging unto the said **JUDY E. WELCH** and **TOM PROCTOR**, their heirs and assigns, forever.

STATE OF Tenn  
COUNTY OF Williamson

On this 3 day of Feb, 2004, before me appeared GEORGIA M. DENNY known to me or proved to me on the basis of satisfactory evidence to be the person described and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Deborah B. ...  
NOTARY PUBLIC

My Commission Expires Oct. 22, 2005

My Commission Expires: \_\_\_\_\_

I, hereby swear or affirm that the actual consideration for this transfer of value of the property transferred, whichever is greater, is \$ 89,000.00.

Georgia M. Denny  
Affiant

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Deborah B. ...  
NOTARY PUBLIC

My Commission Expires: 8-5-06

**PERSON RESPONSIBLE FOR TAXES:**

**JUDY E. WELSH and TOM PROCTOR**

7551 Coy. Pike  
Fairview, TN 37067

**SEND DEED TO: Same**

The preparer of this instrument did not participate in the closing of this transaction.

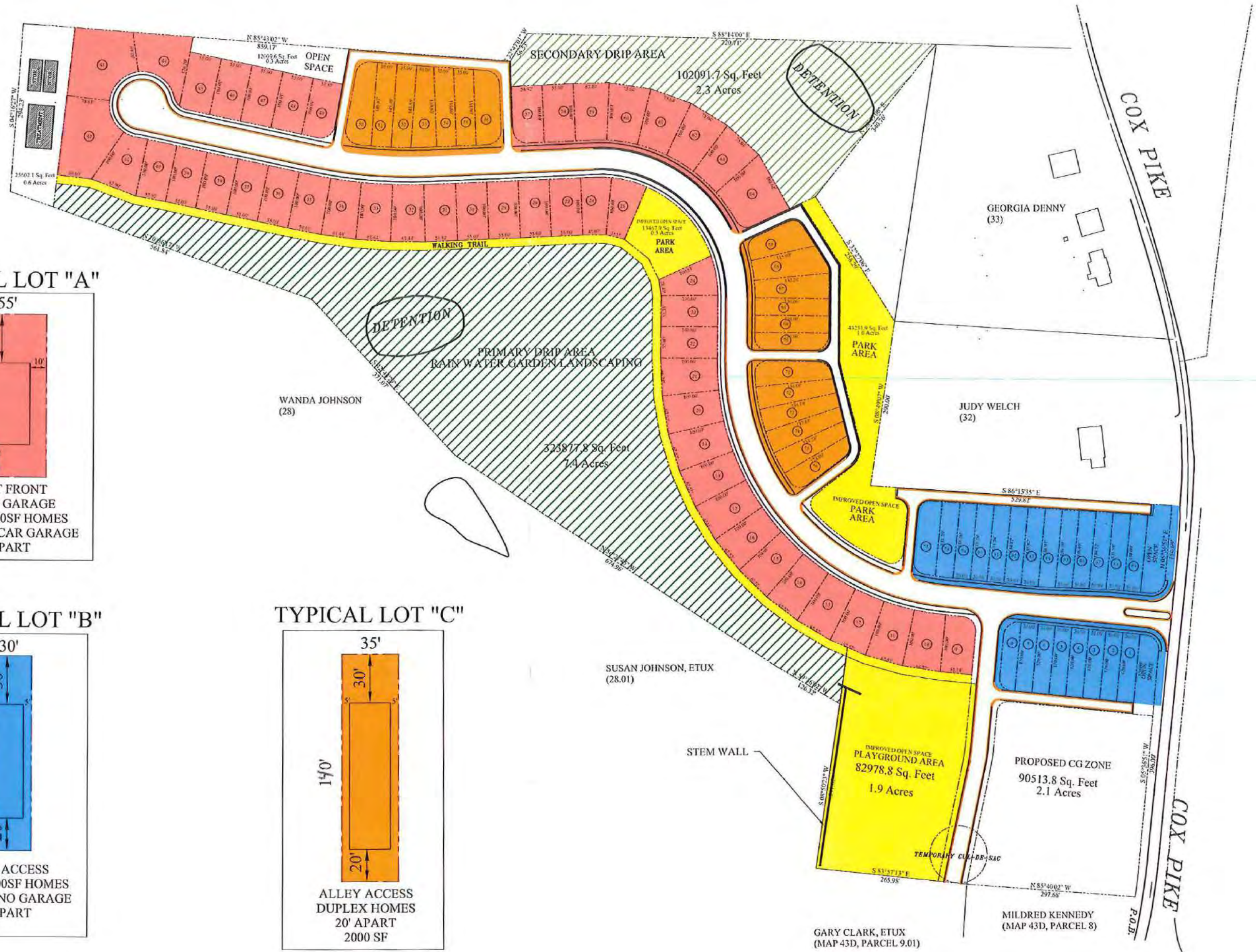
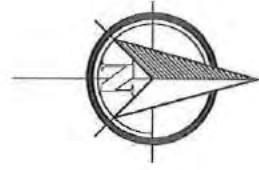
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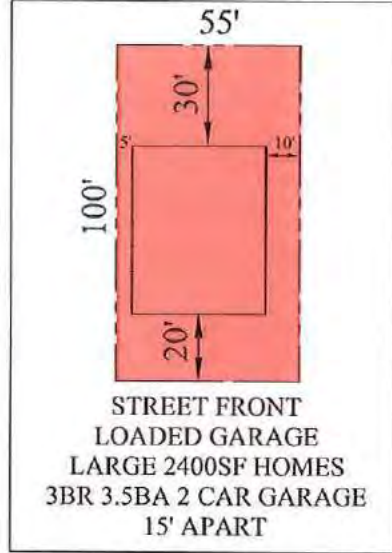
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02/09/2004	03:29 PM
BATCH	12766
MTG TAX	0.00
TRN TAX	32.83
RDC FEE	15.00
DP FEE	2.00
REG FEE	1.00
TOTAL	50.83

STATE OF TENNESSEE, WILLIAMSON COUNTY

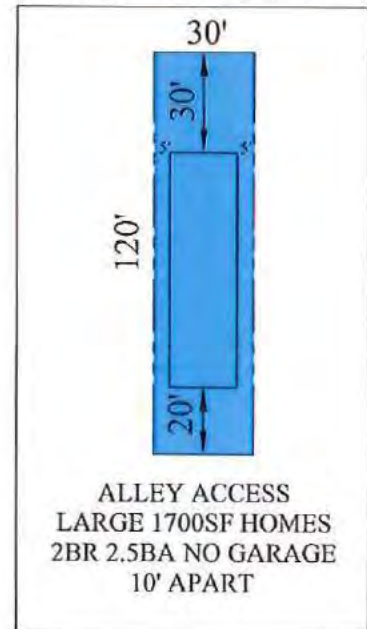
SABIE WADE  
REGISTER OF DEEDS



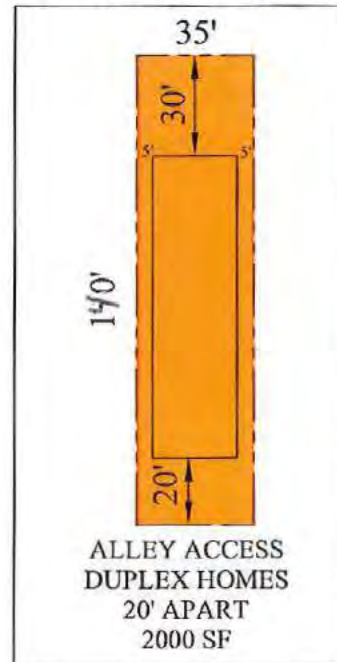
**TYPICAL LOT "A"**



**TYPICAL LOT "B"**



**TYPICAL LOT "C"**



GARY CLARK, ETUX  
(MAP 43D, PARCEL 9.01)

MILDRED KENNEDY  
(MAP 43D, PARCEL 8)

P.O.B.



TYPICAL  
30' X 120' LOT HOME EXAMPLES



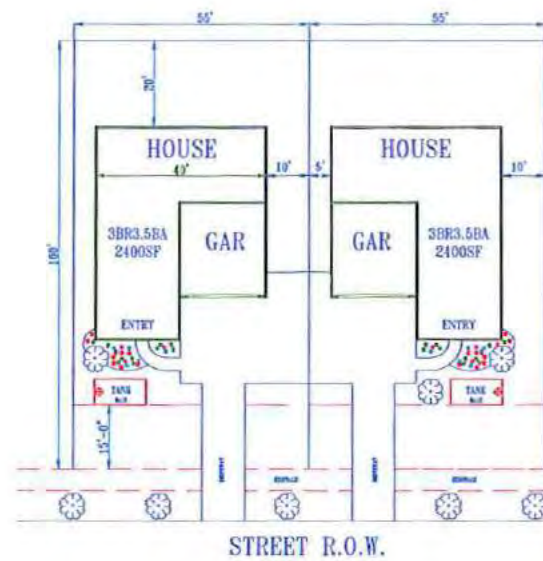
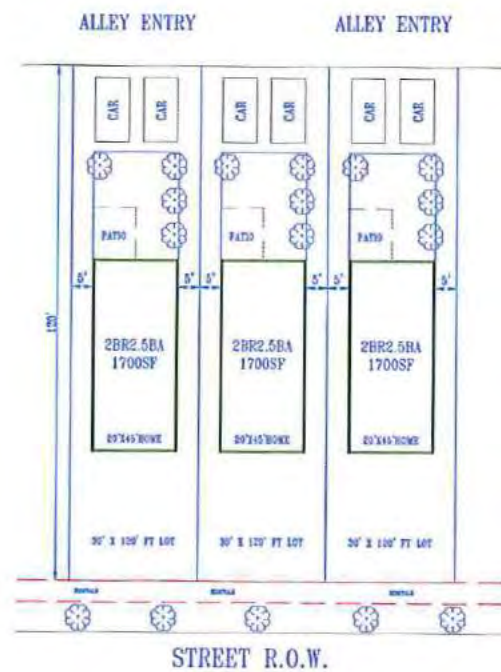
TYPICAL  
35' X 140' SPLIT HOME EXAMPLES



TYPICAL  
35' X 140' DUPLEX EXAMPLES

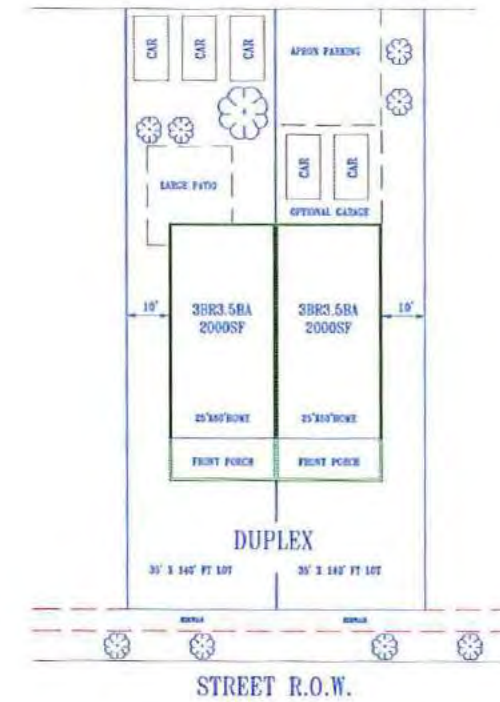


TYPICAL 30' X 120' LOT



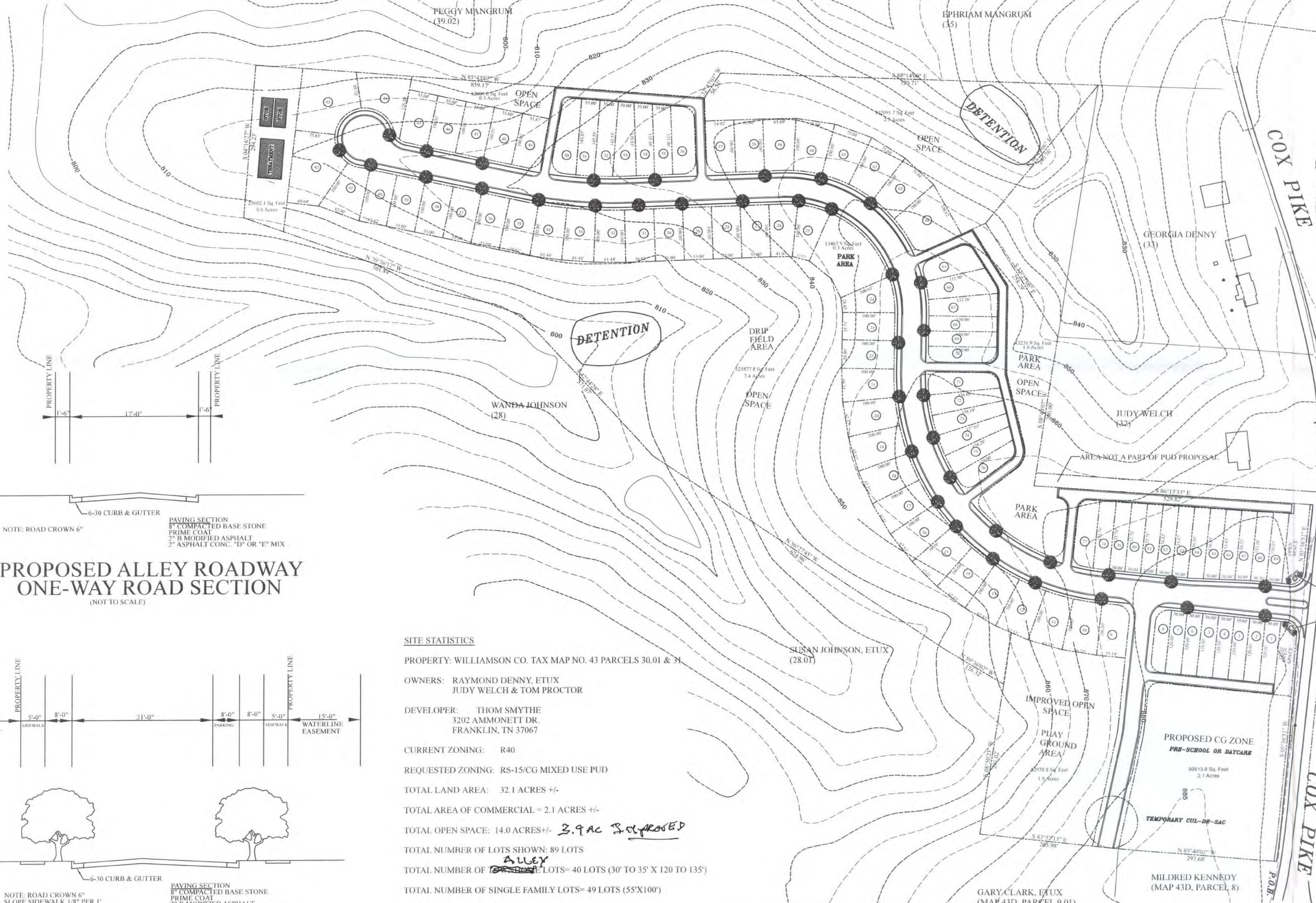
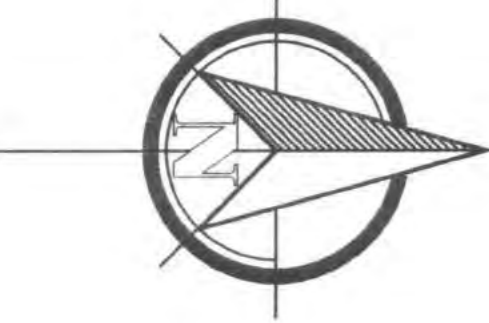
TYPICAL 35' X 140' DUPLEX LOT

ALLEY ENTRY



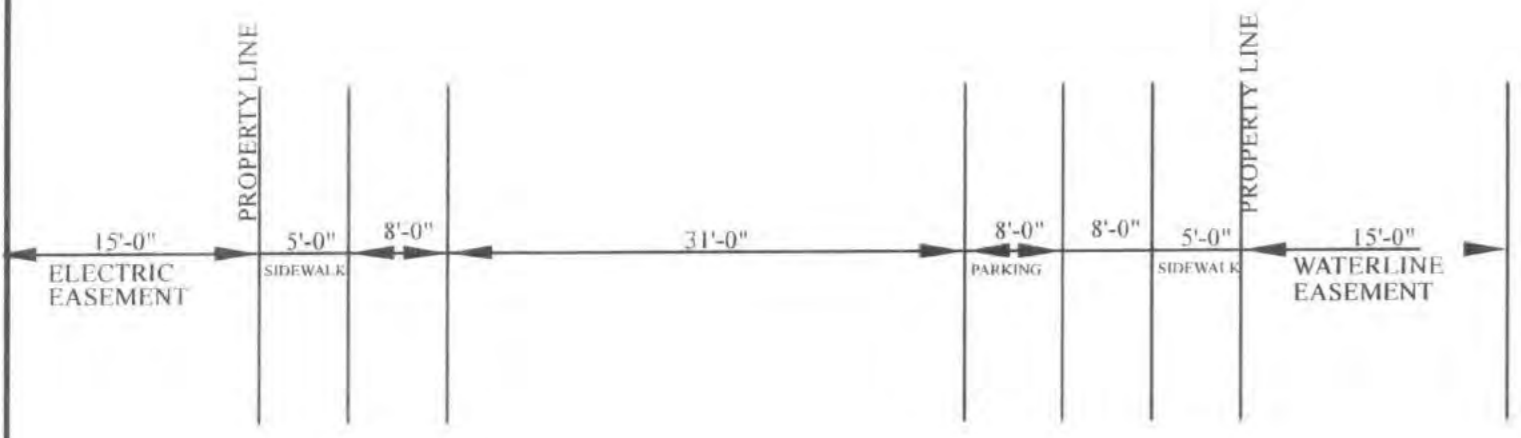
X  
SITE

LOCATION MAP  
NTS



### PROPOSED ALLEY ROADWAY ONE-WAY ROAD SECTION (NOT TO SCALE)

NOTE: ROAD CROWN 6"  
PAVING SECTION  
8" COMPACTED BASE STONE  
PRIME COAT  
2" B MODIFIED ASPHALT  
2" ASPHALT CONC. "D" OR "E" MIX



### PROPOSED MAIN ROADWAY SECTION (NOT TO SCALE)

NOTE: ROAD CROWN 6"  
SLOPE SIDEWALK 1/8" PER 1"  
PAVING SECTION  
8" COMPACTED BASE STONE  
PRIME COAT  
2" B MODIFIED ASPHALT  
2" ASPHALT CONC. "D" OR "E" MIX

**SITE STATISTICS**

PROPERTY: WILLIAMSON CO. TAX MAP NO. 43 PARCELS 30.01 & 31

OWNERS: RAYMOND DENNY, ETUX  
JUDY WELCH & TOM PROCTOR

DEVELOPER: THOM SMYTHE  
3202 AMMONETT DR.  
FRANKLIN, TN 37067

CURRENT ZONING: R40

REQUESTED ZONING: RS-15/CG MIXED USE PUD

TOTAL LAND AREA: 32.1 ACRES +/-

TOTAL AREA OF COMMERCIAL = 2.1 ACRES +/-

TOTAL OPEN SPACE: 14.0 ACRES +/- *3.9 AC SOLARISED*

TOTAL NUMBER OF LOTS SHOWN: 89 LOTS

TOTAL NUMBER OF ~~PROPOSED~~ *ALLEY* LOTS = 40 LOTS (30' TO 35' X 120 TO 135')

TOTAL NUMBER OF SINGLE FAMILY LOTS = 49 LOTS (55' X 100')

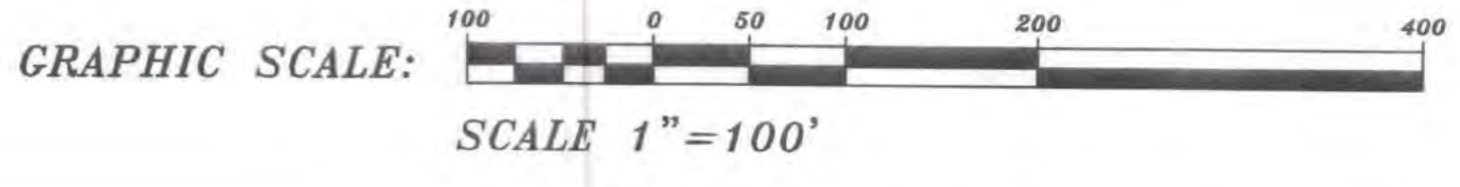
DENSITY = 2.77 D.U./ACRE

PLAYGROUND AREA = 1.9 ACRES

NOTE: DEVELOPMENT TO BE SERVED BY DECENTRALIZED WASTEWATER SYSTEM

NOTE: IMPROVEMENTS TO COX PIKE WILL BE BASED UPON A TRAFFIC STUDY TO BE SUBMITTED PRIOR TO CONSTRUCTION DOCUMENTS.

NOTE: PROPOSED SETBACKS: FRONT=30', SIDE=5' or 10', REAR=20'





ORDINANCE NO. 920

**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2015 – 2016 BUDGET**

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

**WHEREAS**, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Budget for Fiscal Year 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) should be amended to reflect the final expenditures for the Fiscal Year, and:

**WHEREAS**, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2015 – 2016 budget by passage of Ordinance Number 891 on June 30, 2015, and

**WHEREAS**, pursuant to the Tennessee state Constitution, Article II, Section 24, no public money shall be expended except pursuant to appropriations made by law, and

**WHEREAS**, pursuant to Tennessee Code Annotated § 6-56-209, the Board of Commissioners has the authority to authorize the Finance Director to transfer money from one appropriation to another within the same fund, and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2015-2016 BUDGET AS FOLLOWS:**

Section 1. Ordinance 891 is hereby amended to appropriate \$90,000 OF Tree Bank Fund Balance to be allocated for the completion of the Roadscapes Beautification Project. \$72,000 (80%) to be reimbursed by the Federal Grant issued through TDOT.

**General Fund**

Transfer From			
Account #	Current Balance	Transfer Amount	New Balance
110-27100	\$97,740.00	\$ 90,000.00	\$7,740.00
Tree Bank			
Fund Balance			

Expenditures			
Account #	Current Budget	Amendment Amt	New Budget Amt
110-41000-790	\$ 0	\$ 90,000.00	\$ 90,000.00

Revenue Account # 33470 TDOT Roadscapes Grant	Current Budget \$0	Amendment Amt \$72,000.00	New Budget Amt \$72,000.00
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Transfer to Account # 110-27100 Tree Bank Fund Balance	Current Balance \$7,740.00	Transfer Amt \$72,000.00	New Balance \$79,740.00
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Section 2. The Financial Officer is hereby authorized to make said changes in the accounting system.

**BE IT FURTHER ORDAINED**, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction; such holding will not affect any other portion of this Ordinance.

**BE IT FINALLY ORDAINED**, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**Passed First Reading** \_\_\_\_\_

**Passed Second Reading** \_\_\_\_\_

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 05-16

106

**A RESOLUTION REQUESTING THE FAIRVIEW, TENNESSEE MUNICIPAL ELECTION BE HELD IN CONJUNCTION WITH THE NOVEMBER 8, 2016, PRESIDENTIAL ELECTION.**

**WHEREAS**, The Presidential Election is scheduled for Tuesday, November 8, 2016, and,

**WHEREAS**, It is in the best interest of the citizens of the City of Fairview, Tennessee to have the Municipal Election for the City of Fairview, Tennessee conducted on the same date, Tuesday, November 8, 2016 and,

**WHEREAS**, the Administrator of Elections for Williamson County, Tennessee must have a Resolution from the Board of Commissioners for the City of Fairview, Tennessee relative to the said election and the Board of Commissioners for the City's desire to have the City of Fairview, Tennessee, Municipal Election conducted in conjunction with the Presidential Election to be conducted Tuesday, November 8, 2016.

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

1. The Municipal Election for the City of Fairview, Tennessee, shall be conducted in conjunction with the Tuesday, November 8, 2016, Presidential Election.
2. The Newspaper for the publication of the required legal election notices is the Fairview Observer.
3. The City of Fairview, Tennessee, **Offices to be elected are Three (3) Members of the Board of Commissioners of the City of Fairview, Tennessee.** The qualifications for these offices are those required for election to the Office of Commissioner and are listed in the City of Fairview, Tennessee Charter Section C-20, Article 6-20-103 which states as follows: "A qualified voter of the city, other than a person qualified to vote based only on nonresident ownership of real property under §6-20-106(b), shall be eligible for election to the office of commissioner." Persons seeking to be elected to either of these Offices must not be prohibited from holding public office under any of the provisions of T.C.A. §8-18-101 those provisions are as follows: "All persons eighteen (18) years of age or older who are citizens of the United States and of this state, and have been inhabitants of the state, county,

district, or circuit for the period required by the constitution and laws of the state, are qualified to hold office under the authority of this state except:

(1) Those who have been convicted of offering or giving a bribe, or of larceny, or any other offense declared infamous by law, unless restored to citizenship in the mode pointed out by law;

(2) Those against whom there is a judgment unpaid for any moneys received by them, in any official capacity, due to the United States, to this state, or any county of this state;

(3) Those who are defaulters to the treasury at the time of the election, and the election of any such person shall be void;

(4) Soldiers, sailors, marines, or airmen in the regular army or navy or air force of the United States; and

(5) Members of congress, and persons holding any office of profit or trust under any foreign power, other state of the union, or under the United States."

4. It is understood and accepted by the City of Fairview, Tennessee that the qualifying deadline for both offices will be Thursday, August 18, 2016 at 12:00 Noon. Qualifying petitions will be available for candidates for these offices to obtain Friday, May 20, 2016.

5. No unexpired terms will be elected on this election cycle.

6. The City Attorney of the City of Fairview, Tennessee is authorized to communicate this Resolution regarding the City of Fairview, Tennessee, Municipal Election to be held in conjunction with the Tuesday, November 8, 2016, State of Tennessee General Election and is instructed to deliver a certified copy of this Resolution to the Williamson County Election Commission (Administrator of Elections) within Seven (7) days of its adoption.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

**MAYOR**

**ATTEST:**

---

**CITY RECORDER**

**APPROVED AS TO FORM:**

---

**CITY ATTORNEY**



10H

## EXECUTIVE SUMMARY

### City of Fairview Technology Upgrade and Cost Savings Opportunity

XMC Xerox offers the following analysis:

#### Current Equipment Analysis

- Xerox Color Multifunction 7545 ( Discontinued )
- HP T790 24 Inch Width Plotter

**Present Total Monthly Investment -**

**\$ 746.17**

#### Proposed Equipment Solution

- Xerox 7855 ConnectKEY Color Multifunction Unit
- HP T795 44 Inch Width Plotter

#### Technology Advantages

- ConnectKEY Technologies – Scanning, AirPRINT, etc
- 1200 x 2400 vs 1200 x 1200
- Lower Cost to Operate
- More Media Flexibility
- Plotter Width to Support Larger Planning Drawings

**Investment Recommendation:** Xerox National Contract Lease Pricing – 60 Month Term with early upgrade flexibilities and funding out provisions

**Contract Pricing:**

**\$ 698.10**

**2015 Marketing Funds ( \$2400 )\*\***

**- 40.00**

**Net Pricing -**

**\$ 658.10**

**Annual Savings -**

**\$ 1,056.83**

**Contract Savings -**

**\$ 5,284.16**

**\*\*Marketing Funds expire 3/4/2016**

XMC Xerox appreciates this opportunity to partner with you and looks forward to many years of serving you and your firm.



**Current & Future State Analysis  
City of Fairview**

	<i>Current - Discontinued</i>	<i>24 Inch Model</i>	<i>Proposed - New</i>	<i>44 Inch Model</i>
<b>EQUIPMENT</b>	<b>Xerox 7545 45PPM</b>	<b>HP790</b>	<b>XEROX CONNECTKEY 7855 55PPM</b>	<b>HP T795 E-PLOTTER</b>
<i>Avg Monthly B&amp;W Usage</i>	1,898		1,898	
<i>Avg Monthly Color Usage</i>	697		697	
<i>Monthly Equipment Agreement</i>	\$714.13	INCLUDED	\$628.54	INCLUDED
<b>SERVICE &amp; SUPPLIES</b>				
<i>Monthly Base Charge</i>	INCLUDED	INCLUDED	INCLUDED	INCLUDED
<i>Black Prints Included</i>	1500	BUY SUPPLIES AS NEEDED	1500	BUY SUPPLIES AS NEEDED
<i>Black Meter Per Print Overage</i>	\$0.0094		\$0.0080	
<i>Black Overage</i>	\$3.74		\$3.18	
<i>Color Prints Included</i>	250		250	
<i>Color Meter Print Overage</i>	\$0.0633		\$0.059	
<i>Color Overage</i>	\$28.30		\$26.37	
<b>Total Monthly Investment</b>	<b>\$746.17</b>		<b>\$658.10</b>	
<b>Annual Savings</b>			<b>\$1,056.83</b>	
<b>Total Contract Savings</b>			<b>\$5,284.16</b>	

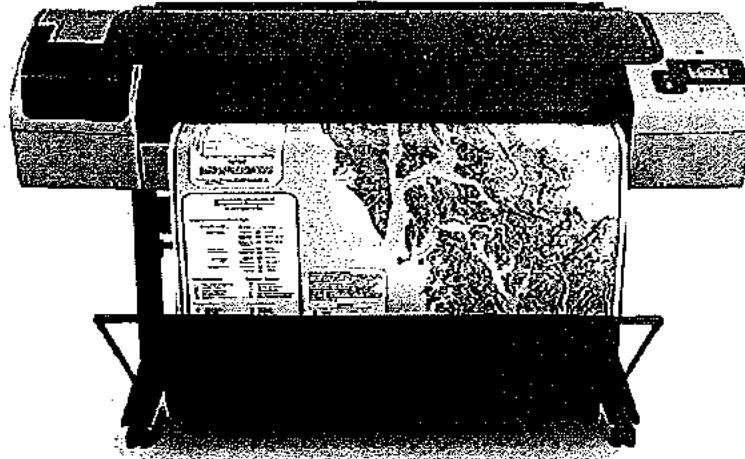
Prepared By Zack Batey Xerox XMC  
615.360.1050  
zbatey@xmcinc.com



# HP Designjet T795 ePrinter



A web-connected 1118 mm (44-in) ePrinter for small and medium workgroups



## See high-quality, rapid results

- Expect great results with six Original HP inks that deliver dark blacks, true neutral greys and vivid colours.
- Print crisp lines and produce detailed drawings, using Original HP inks and printhead technology.
- Print up to A0 without sacrificing quality; create an A1 print in 28 seconds with Economode.
- Rely on true print previews from the driver to help complete your work quickly and accurately.

## An easy-to-use printer that scales up with your business needs

- Process complex files fast with 16 GB virtual memory, HP-GL/2 and PDF support for most operating systems and CAD software<sup>1</sup>.
- Invest in the future – automatic software updates keep your printer as current as your business.
- Benefit from unattended printing with the 300-ml matte black Original HP ink cartridge.
- Print TIFF, JPEG and PDF<sup>1</sup> files from your printer's touchscreen or a USB thumb drive – no computer required.

## Print from virtually anywhere<sup>2</sup>

- Use your Apple® or Android™ smartphone or tablet to print from virtually anywhere<sup>2</sup>.
- Access and print projects when you're away from your office, using HP Designjet ePrint & Share<sup>2</sup>.
- Automatically save copies of your work to the cloud when you print using HP Designjet ePrint & Share<sup>2</sup>.
- Email projects to your HP Designjet T795 ePrinter and print, thanks to its web-connectivity features<sup>2</sup>.

<sup>1</sup> PDF files only available with PostScript (PS) accessory (optional accessory to be purchased separately).

<sup>2</sup> Requires an HP Designjet ePrint & Share account, internet connection to the printer and connected internet-capable device. When using the HP Designjet ePrint & Share mobile app, a compatible Apple® iOS or Android™ device and internet connection are required. Data or connection charges may apply. Print times may vary. 5 GB of temporary storage per account. For more information, visit <http://www.hp.com/go/printerdshare>.

# HP Designjet T795 ePrinter

## Technical specifications

### Print

Use Drawings	28 sec/page, 103 A1 prints per hour
Colour images	41 m <sup>2</sup> /hr on coated media; 6.7 m <sup>2</sup> /hr on glossy media
Print resolution	Up to 2400 x 1200 optimised dpi
Margins (top & bottom x left & right)	Roll: 5 x 5 x 5 x 5 mm Sheet: 5 x 17 x 5 x 5 mm
Technology	HP Thermal Inkjet
Ink types	Dye-based (C, M, Y), pigment-based (BK)
Ink colours	6 (1 each cyan, grey, magenta, matte black, photo black, yellow)
Ink drop	6 pl (C, M, Y), 9 pl (BK, Y)
Print cartridge volume delivered	Matte black (300 ml); cyan, grey, magenta, matte black, photo black, yellow (130 ml); cyan, grey, magenta, photo black, yellow (69 ml)
Print head nozzles	1056
Print heads	3 (1 each matte black and yellow, magenta and cyan, photo black and grey)
Print speed	103 A1 prints per hour
Line accuracy	+/- 0.1% Line accuracy note: +/- 0.1% of the specified vector length or +/- 0.2 mm (whichever greater) at 23°C, 50-60% relative humidity, on A0+P Matte FLM in Best or Normal mode with Original HP inks
Minimum line width	0.02 mm (HP-GL/2 addressable)
Guaranteed minimum line width	0.06 mm (ISO/IEC 13660:2001(E))
Maximum print weight	11.9 kg
Maximum optical density	61* min/2.15 D

### Media

Handling	Sheet feed, roll feed, automatic cutter
Types	Bond and coated paper (bond, coated, heavyweight coated, super heavyweight coated, plus matte, coloured), technical paper (natural tracing, translucent bond, vellum), film (clear, matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-view cling, indoor paper, polypropylene, vinyl)
Weight	60 to 328 g/m <sup>2</sup>
Size	210 x 279 to 1118 x 1676 mm
Thickness	Up to 31.5 mil

### Memory

Standard	16 GB (virtual)
Hard disk	Optional, 160 GB (available with PostScript Upgrade)

### Connectivity

Interfaces (standard)	Gigabit Ethernet (1000Base-T), Hi-Speed USB 2.0 certified, EIO Jetdirect accessory slot
Interfaces (optional)	Compatible HP Jetdirect print servers
Print languages (standard)	HP-GL/2, HP-RTL, TTF, PCL5, CALS G4, HP PCL 3 GUI
Print languages (optional)	Adobe PostScript® 3; Adobe PDF 1.7
Drivers included	HP-GL/2, HP-RTL drivers for Windows; HP PCL 3 GUI driver for Mac OS X; PostScript® Windows®, Linux and Mac drivers with optional PostScript®/PDF Upgrade Kit

### Environmental ranges

Operating temperature	5 to 40°C
Storage temperature	-25 to 55°C
Operating humidity	20 to 80% RH
Storage humidity	0 to 95% RH

### Acoustic

Sound Pressure	43 dB(A)
Sound Power	6.1 dB(A)

### Dimensions (w x d x h)

Printer	1770 x 701 x 1050 mm
Packaged	1930 x 766 x 770 mm

### Weight

Printer	81.6 kg
Packaged	103 kg

### Power consumption

Maximum	< 120 watts (printing), < 27 watts (ready), < 7 watts / < 25 watts with embedded Digital Front End (sleep), 0.1 watts (off)
Power requirements	Input voltage (auto ranging) 100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz), 2 A max

### What's in the box

CRE13C	HP Designjet T795 1118mm ePrinter; printheads; introductory ink cartridges; printer stand; spindles; quick reference guide; setup poster; startup software; power cord
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### Certification

Safety	EU (LVD and EM 60950-1 compliant), Russia (GOST)
Electromagnetic	Compliant with Class A requirements, including: EU (EMC Directive)
Environmental	ENERGY STAR®; WEEE; EU RoHS; China RoHS; RoHS Korea; RoHS India; REACH; EPEAT Bronze
ENERGY STAR	Yes
Warranty	One-year limited hardware warranty. Warranty and support options vary by product, country and local legal requirements.

## Ordering information

### Product

CR649C	HP Designjet T795 1118mm ePrinter
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### Accessories

CN500B	HP Designjet PostScript Upgrade Kit
CI538A	HP Designjet 3-in-One Adapter
CQ659C	HP Designjet HD Scanner
J8025A	HP Jetdirect 6500 Print Server
Q6709A	HP Designjet 1118mm Roll Feed Spindle

### Ink supplies

C9370A	HP 72 130-ml Photo Black Ink Cartridge
C9371A	HP 72 130-ml Cyan Ink Cartridge
C9372A	HP 72 130-ml Magenta Ink Cartridge
C9373A	HP 72 130-ml Yellow Ink Cartridge
C9374A	HP 72 130-ml Gray Ink Cartridge
C9380A	HP 72 Gray and Photo Black Printhead
C9383A	HP 72 Magenta and Cyan Printhead
C9384A	HP 72 Matte Black and Yellow Printhead
C9397A	HP 72 69-ml Photo Black Ink Cartridge
C9398A	HP 72 69-ml Cyan Ink Cartridge
C9399A	HP 72 69-ml Magenta Ink Cartridge
C9400A	HP 72 69-ml Yellow Ink Cartridge
C9401A	HP 72 69-ml Gray Ink Cartridge
C9403A	HP 72 130-ml Matte Black Ink Cartridge
CH575A	HP 726 300-ml Matte Black Designjet Ink Cartridge

### Service & support

HP998E	HP 3-year Next Business Day Designjet T790-44/T795-44 Hardware Support
HQ009E	HP 4-year Next Business Day Designjet T790-44/T795-44 Hardware Support
HQ008E	HP 5-year Next Business Day Designjet T790-44/T795-44 Hardware Support
HQ015PE	HP 1-year Post Warranty Next Business Day Designjet T790-44/T795-44 Hardware Support
HQ013PE	HP 2-year Post Warranty Next Business Day Designjet T790-44/T795-44 Hardware Support

HP Designjet Support Services offer solutions for business critical environments - installation, extended support and maintenance, as well as variety of value added services. For more information, please visit [hp.com/go/designjet/support](http://hp.com/go/designjet/support). Use Original HP inks and printheads to experience consistent high quality and reliable performance that enables less downtime. For more information, visit [hp.com/go/OriginalHPInks](http://hp.com/go/OriginalHPInks).



For the entire HP Large Format Printing Materials portfolio, please see [global.BMG.com/hp](http://global.BMG.com/hp).

For more HP Large Format Media substrates and sizes please visit us online at: <http://www.hp.com/go/designjet/supplies>

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4943-1916EE Published in EMEA September 2014



101

**EMPLOYMENT CONTRACT  
CITY MANAGER FAIRVIEW, TENNESSEE**

THIS AGREEMENT, made and entered into this 24<sup>TH</sup> day of MARCH 2014, between THE Board of Commissioners of the City of Fairview (Acting in their official capacity for the City of Fairview, Tennessee), HEREAFTER CALLED "Employer", and Wayne Hall, hereinafter called "Employee".

**Witnesseth:**

**WHEREAS**, the Fairview, Tennessee Board of Commissioners (Acting in their official capacity for the City of Fairview, Tennessee), desires to hire and employ a City Manager to manage the day-to day operations of the City of Fairview; Tennessee and

**WHEREAS**, Wayne Hall is fully qualified to serve in such capacity; and

**WHEREAS**, the parties hereto have agreed to various terms and conditions of employment as hereinafter set forth in more particular terms and;

**WHEREAS**, the parties hereby establish the relationship of Employer and Employee; and,

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

**1. Duties.**

Employer hereby employs Wayne Hall (Employee) as City Manager of the City of Fairview, Tennessee to perform the functions and duties of City Manager specified in the City Charter and Ordinances of the City of Fairview, Tennessee, and to perform other legally permissible and proper duties and functions as the Employer shall from time-to-time assign to him. Employee hereby agrees to perform the aforementioned functions and duties of the City Manager for the Employer.

**2. Term.**

**A.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, with or without cause, (as provided in the City Charter §6-21-101 said Charter Provision is identical to T.C.A. §6-21-101) subject only to the fringe benefits provisions set forth in Section 3, Paragraph A of this Agreement which do not in

any manner nor or such provisions intended to prevent the termination of Employee as provided by the above referenced Charter Provisions referenced in this section.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer.
- C. Employee agrees to remain in the exclusive employ of Employer until he resigns or unless terminated as provided elsewhere herein. This contract shall be for a three (3) year period from the date of the original date of execution and shall automatically renew for a one year period on the anniversary date of the contract unless either party sends notice to the other party as required by section 2D of this Contract of their intent not to renew the contract. The notice must be given so that either party to this contract will receive this notice prior to the anniversary date of the contract. No provision of this section 2C of this contract shall prevent the termination of this contract in accordance with Section 2A of this contract. The first year of this contract shall run concurrently with the provisions of the City Charter (as provided in the City Charter §6-21-101 said Charter Provision is identical to T.C.A. §6-21-101) requiring the City Manager be employed for a one year term i.e. the term of the Contract is three (3) years total not four (4) years.
- D. Any notices required by this Agreement shall be addressed and hand delivered (and receipted for) or mailed Certified or Registered Mail return receipt requested to the Mayor of the City of Fairview, Tennessee. All notices given pursuant to this Agreement shall be deemed to have been given and received on the date said written notice is hand delivered to the Employee or to the Mayor or, if mailed, on the date said written notice is posted in the United States Mail. Written notice to the Employee or to the Mayor shall be addressed to their last known mailing address.

### 3. Termination and Severance Pay.

- A. In the event Employee is terminated by the Employer before expiration of the aforesaid term of employment, and during such time that Employee is willing and able to perform his duties under this Agreement, then and in that event, Employer offers as a Fringe Benefit(s) to Employee as an inducement to accept the Job and agrees to pay Employee a lump sum cash payment equal to six (6) months aggregate salary less any payroll deductions required to be deducted there from, continue to pay Employee's pension contributions and all insurance for the six (6) months period.

Provided; however, that in the event Employee is terminated because of his conviction of any illegal act (for the purposes of this contract "illegal act" is defined to be any act that is prohibited by the Criminal Code of the State of Tennessee), Incompetence, malfeasance, misfeasance, or neglect of duty then, in that event, Employer shall have no obligation to pay the aggregate severance sum, retirement benefits, and Insurance designated in this paragraph. The term "aggregate salary" shall include the base salary plus accrued vacation benefits through the end of said one hundred eighty (180) days. In the event the Employee is terminated for any illegal act, incompetence, malfeasance, misfeasance, or neglect of duty the Board of Commissioners of the City of Fairview, Tennessee shall set out in writing specifically the charges and acts which constitute the allegation of any illegal act, incompetence, malfeasance, misfeasance, or neglect of duty for which the Employee is being terminated. Nothing in this section is intended in any manner to deprive the Board of Commissioners of the City of Fairview, Tennessee from terminating the Employee as provided in the City Charter §6-21-101 said Charter Provision is identical to T.C.A. §6-21-101 but is to be used relative to the provisions of this section as they relate to the Fringe Benefit Severance Package only.

B. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, the Employee, shall give Employer thirty (30) days notice in advance, unless the parties otherwise agree and Employee shall not receive the severance pay/ fringe benefit package other than accrued sick leave and vacation pay.

#### 4. Death or Disability.

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

#### 5. Salary.

Employer agrees to pay Employee for his services rendered pursuant hereto an initial annual base salary of Eighty Thousand Seven Hundred Forty Two (\$80,742 dollars) payable in bi-weekly installments, less appropriate payroll deductions such as Federal Withholding taxes and Social Security deductions.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the other employees receive and as the Employer may determine desirable on the basis of an annual salary review. Salary reviews shall be conducted annually on or about January 4.

**6. Hours of Work.**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will devote whatever time is necessary to efficiently operate and manage the City of Fairview.

**7. Vacation and Sick Leave.**

Vacation and sick leave benefits are the same as those of other City of Fairview employees and to the extent that those benefits are set forth in the City of Fairview Policies and Procedures Manual they are incorporated herein by reference as if copied *verbatim*.

**8. Disability, Health and Life Insurance.**

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

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

**9. Retirement**

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

**10. Dues, Subscriptions, Memberships, and Expenses.**

Employer agrees to budget and pay for the professional dues and

Subscriptions of Employee necessary for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.

#### **11. Professional Development**

- A. Employer hereby agrees to budget for and to pay the travel and Subsistence expenses for Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.
- B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Employer.

#### **12. Indemnification and Bonding.**

Employer shall within the limits of the Tennessee Governmental Torts Liability Act (GTLA), T.C.A. §29 -20-101 defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in or arising out of the good faith performance of Employee's duties as City Manager.

#### **13. Other Terms and Conditions of Employment.**

- A. The Employer, in consultation with the City Manager, shall fix any other such terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other ordinance or statute.
- B. Employee shall be entitled, with pay, to all holidays received by other employees.
- C. Employee shall receive compensatory time as set forth in the City of Fairview Policies and Procedures Manual.
- D. Employee is required to reside within the city limits of Fairview.



**14. No Reduction of Benefits.**

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

**15. Automobile**

The Employer shall furnish the Employee a vehicle to be used during work hours and after hours for work purposes pertaining to the City of Fairview, as well as for reasonable personal use.

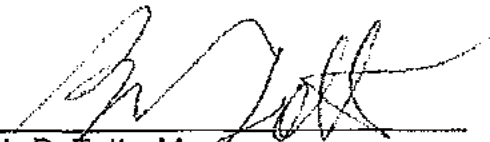
**16. General Provisions.**

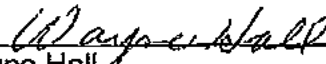
- A. This instrument contains the entire agreement between the parties. It may be changed orally but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective when executed by all necessary parties to the Agreement.
- D. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, by any Court of competent jurisdiction then the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Fairview, Tennessee Board Commissioners has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Recorder, and the Employee has signed and executed this Agreement, both in duplicate this day and year written below.

Executed this 24<sup>th</sup> day of MARCH, 2014.

Fairview, Tennessee Board of Commissioners

By:   
Beverly D. Totty, Mayor  
City of Fairview, Tennessee

By:   
Wayne Hall  
City Manager  
City of Fairview, Tennessee

Attest:

  
Brandy Johnson, City Recorder

Approved as to form:

  
Larry D. Cantrell, City Attorney