



**CITY OF FAIRVIEW  
BOARD OF COMMISSIONERS**

**MARCH 21, 2019**

**7:00 P.M.**

**AGENDA**

1. **Roll Call**
2. **Call to Order**
3. **Prayer and Pledge**
4. **Approval of Agenda and Executive Session Announcements**
5. **Public Hearing(s) – N/A**
6. **Citizen Comments** (Limited to the first 5 citizens to sign in and a limit of 3 minutes each)
7. **Public Announcements, Awards and Recognitions**
8. **Staff Comments and Monthly Reports**
  - A. **City Manager**
  - B. **City Attorney**
9. **Consent Agenda** (Any Item May be Removed for Individual Consideration)
  - A. **Minutes from the March 7, 2019 Board of Commissioners Meeting**
  - B. **Minutes from the March 7, 2019 Board of Commissioners Work Session**
10. **Old Business**
11. **New Business**
  - A. **Resolution 05-19, A Resolution of the City of Fairview Authorizing Designating Certain Property as Surplus and Authorizing a Sole Source Purchase Order in the Amount of \$72,000 to Axon Enterprises for Electronic Control Weapons**
  - B. **Resolution 06-19, A Resolution of the City of Fairview, Tennessee, Board of Commissioners Approving a City Manager Contract and Authorizing the Mayor to Sign on Behalf of the City**
  - C. **Ordinance 2019-08, An Ordinance to Amend the City of Fairview Zoning Ordinance by Changing the Official Zoning Map for Properties Located at 2090-2096 Fairview Boulevard, from a RS-40 (Low-Density Residential) Zoning District to a CG (Commercial General) Zoning District**
12. **Communications from the Mayor and Commissioners**
  - A. **Commissioner**
  - B. **Commissioner**
  - C. **Commissioner**
  - D. **Vice Mayor**
  - E. **Mayor**
13. **Adjournment**

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 05-19



A RESOLUTION OF THE CITY OF FAIRVIEW AUTHORIZING THE SALE OF CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING A SOURCE PURCHASE ORDER IN THE AMOUNT OF \$72,000 TO AXON ENTERPRISES FOR ELECTRONIC CONTROL WEAPONS (TASERS).

WHEREAS, the tasers currently employed by the City of Fairview police department are technology soon to be not supported or serviced by the manufacturer, and

WHEREAS, the Lookout Mountain, Tennessee, has agreed to purchase for \$7,000 the city's current taser units to supplement their depleted tasers, and

WHEREAS, the city's current tasers have a trade in value of \$4,000, and

WHEREAS, the city desires to continue to employ non-lethal, less than lethal and de-escalation tools whenever practical, and

WHEREAS, tasers are a widely accepted alternative to lethal force, and

WHEREAS, Axon Enterprises is the sole primary provider of taser technology and is the only provider that services and supports taser technology, and

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

The City of Fairview, Tennessee, Board of Commissioners hereby designates the city's currently employed tasers as surplus and hereby approves a purchase order to Axon Enterprises in the amount of \$72,000 for the purchase of tasers, accessories, service, training and support, and further authorizes the city manager to contract with Axon Enterprises for this purchase. The Board of Commissioners also hereby designates that the proceeds from the sale of the current tasers be deposited into the drug fund, and that the Axon purchase will be funded by the city's drug fund and will not be funded by the city's general or operating fund.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

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

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 06-19

11B

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE COMMISSIONERS APPROVING A CITY MANAGER CONTRACT AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY.

WHEREAS, the City of Fairview Charter requires that the city employ a city manager, and

WHEREAS, Scott Collins has been employed as the City of Fairview's city manager since August 1, 2016, and

WHEREAS, the City of Fairview and Scott Collins wish to continue this employment by contract, and

WHEREAS, the proposed contract (attached) will continue this employment until February 28, 2022, and effectively constitute a three-year employment contract, and

WHEREAS, all terms of the contract are included within the contract itself, and

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

The City of Fairview, Tennessee, Board of Commissioners hereby approves the attached employment contract between Scott Collins and the City of Fairview, described to expire on February 28, 2022, and authorizes the mayor to execute the contract on behalf of the City of Fairview, and further resolves that this contract shall supersede any previously agreed upon and approved contract between Mr. Collins and the City of Fairview.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

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

EMPLOYMENT AGREEMENT  
CITY OF FAIRVIEW, TENNESSEE  
CITY MANAGER

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Fairview, State of Tennessee, a municipal corporation, by and through its duly elected Board of Commissioners (hereinafter "Employer") and Scott Collins (hereinafter "Employee").

Witnesseth:

WHEREAS, Employer desires to memorialize an agreement with Employee to serve as the city manager and manage the day-to day operations of the City of Fairview, Tennessee, and

WHEREAS, Employee has been serving in said capacity since August 1, 2016; and,

WHEREAS, both parties are satisfied with said employment relationship and wish to continue said arrangement; and

WHEREAS, the parties agree to the terms and conditions of this Employment Agreement in order to clearly define the rights and obligations of the parties;

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

**1. Duties.**

Employer hereby retains/employs Employee as City Manager of the City of Fairview to perform the functions and duties of city manager specified in the City Charter, the Fairview Municipal Code, and in Tennessee Code Annotated, Section 6-21-101 *et al.* Such duties shall further include performance of other legally permissible and proper duties and functions as the Board of Commissioners may from time to time assign.

Employee will at all times faithfully and industriously, and to the best of Employee's ability and experience and talents, perform all of the duties that may be required of and from Employee pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer.

Both the Employer and the Employee recognize that in the absence of any department head or during unfilled department head vacancy the Employee may have to act in place of such department head(s) and/or perform the additional duties or tasks normally assigned to department head positions of the City of Fairview and do so until such vacancies are filled.

**2. Term.**

This agreement shall remain in effect through February 28, 2022 (the "expiration date").

(A) Termination for Cause.

Notwithstanding, Employee may be terminated from employment for cause prior to the expiration of this Agreement. Specifically, "for cause" shall mean that the Employee has either been convicted of a misdemeanor or a felony, or has committed malfeasance or misfeasance while in office as determined by a regulatory or law enforcement agency, or for gross negligence.

If Employer intends to terminate the employment of Employee "for cause," then Employee may demand written charges and a public hearing before the Board of Commissioners. The Employer reserves the right to suspend the Employee with pay for up to fourteen (14) consecutive days pending a hearing before the Board of Commissioners.

If the Employee is successfully terminated from employment for cause then the Employee shall not be entitled to any severance compensation or post-employment benefits except for the payment of any/all compensable accrued leave time balance(s) owed or due to the Employee.

(B) Termination Without Cause

The Employee may be terminated without cause by a majority vote of the full Board of Commissioners. If the Board of Commissioners terminates without cause the employment of the Employee the City shall immediately pay the employee for any/all compensable accrued leave time balances and a lump sum severance payment equal to nine (9) months of the Employee's annual salary at the date of the termination of the Employment. The employee shall be eligible to continue to be covered and enrolled as currently enrolled in the city's health insurance plan at no expense to the Employee for a period not to exceed ninety (90) days from the date of termination.

(C) Voluntary Resignation.

The Employee may voluntarily resign his employment prior to the termination date of this agreement. If Employee chooses to voluntarily resign he must provide a minimum of thirty (30) days written notice to the Employer. If Employee fails to provide the minimum thirty (30) day written notice of resignation or if the employee terminates his employment within the thirty (30) day notice period the Employee forfeits all compensable accrued vacation leave time otherwise due to the Employee at separation.

**3. Salary.**

Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$98,204.00 (Grade 33 / Step 16), payable in bi-weekly installments, less appropriate payroll deductions such as Federal Withholding Taxes and Social Security deductions. Employer agrees to increase said base salary and/or other benefits of

Employee in such amounts and to such an extent as the other employees receive and as the Employer may determine desirable on the basis of any annual review.

**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 Agreement by reference as if copied verbatim.

**5. Hours of Work.**

The Employee will devote the time necessary to effectively operate and manage the City of Fairview, except that all of his time shall not be required, and that he will minimally work the standard operating hours of the City of Fairview plus any additionally hours necessary to effect the operations of the City, attend meetings, etc.

**6. Leave Time Accruals.**

The Employee shall accrue leave time at the standard and customary rate of all other employees of the City of Fairview.

**7. 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.

**8. Retirement**

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

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

Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continued and 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.



Employer agrees to budget and pay for tools, equipment, personal safety items, personal protection items, and other related items or materials for the performance of the Employee as City Manager or as may be necessary to fulfill the duties of another department head when or if necessary.

#### **10. Professional Development**

A. Employer hereby agrees to budget for and to pay travel and training 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.

#### **11. Indemnification and Bonding.**

Employer shall within the limits of the Tennessee Governmental Torts Liability Act (GTLA), T.C.A. 529 -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.

#### **12. 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 be salaried, shall not accrue compensatory time and shall not be paid any overtime for additional hours worked in excess of normal work schedules.

#### **13. 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.

#### **14. Automobile.**

During the term of his employment the Employee may utilize a city owned vehicle for city business, city related travel, travel to and from work, and incidental travel. In instances where the Employee utilizes his personal vehicle for city business or city related travel, but not travel to and from work or incidental travel, the Employee shall be

provided retail fuel or fuel replacement at the discretion of the Employee. The Employee shall not be entitled to any mileage reimbursement rate.

**15. 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.]

E. If it is necessary for either party to take legal action in order to enforce the terms and provisions of this Agreement, then the prevailing party shall be entitled to an award of its reasonable attorneys' fees and discretionary costs.

F. This Agreement shall be interpreted in accordance with the law of Tennessee and the venue for any dispute between the parties shall the Chancery Court for Williamson County, Tennessee.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Fairview, Tennessee Board of Commissioners

By: \_\_\_\_\_

John Blade

Mayor, City of Fairview

City Manager Scott Collins

By: \_\_\_\_\_

Scott Collins

City Manager, City of Fairview



Attest:

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Brandy Johnson, City Recorder