

# **PUBLIC HEARING**

## **FAIRVIEW CITY HALL**

**APRIL 2, 2015**

**7:00 P.M.**

### **AGENDA**

- 1. CALL TO ORDER BY MAYOR CARROLL**
- 2. THE PURPOSE OF THIS PUBLIC HEARING IS FOR CITIZENS COMMENTS ON:**
  - a. BILL #2015-07, ORDINANCE NO. 872, AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED ON OLD NASHVILLE ROAD, OWNED BY TIMOTHY R. MANGRUM AND WIFE, JESSICA MANGRUM, AS SHOWN ON, THE FAIRVIEW GEOLOGICAL LISTING OF ASSESSMENT ROLL MAP 042, PARCEL 065.12, 1.03 ACRES, FROM, RS - 10 TO RM - 12.
  - b. BILL #2015-08, ORDINANCE NO. 873, AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE XVI, SECTION 16-102.5, "BUILDING PERMITS" AND TO AUTHORIZE THE NON ENFORCEMENT OF 2009 INTERNATIONAL BUILDING CODE SECTION 105, PERMITS, SUBSECTION 105.2, "WORK EXEMPT FROM PERMIT", SUB, BUILDING, PARAGRAPH (1), WHICH HAS BEEN ADOPTED BY THE CITY OF FAIRVIEW SHALL NOT BE ENFORCED BY THE CODES DEPARTMENT OF THE CITY OF FAIRVIEW, TENNESSEE AND SHALL BE TREATED AS DELETED.
- 3. ADJOURNMENT**

**CITY OF FAIRVIEW**  
**BOARD OF COMMISSIONERS**

**APRIL 2, 2015**

**IMMEDIATELY FOLLOWING THE PUBLIC HEARING  
AT 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 5, 2015 Public Hearing
  - B. Approval of the Minutes from the March 5, 2015 Board of Commissioners Meeting
  - C. Approval of the Minutes from the March 19, 2015 Board of Commissioners Meeting
  - D. Second Reading of Bill #2015-07, Ordinance No. 872, An Ordinance to Change the Zoning of Certain Property in the City of Fairview, Tennessee, Located on Old Nashville Road, Owned by Timothy R. Mangrum and Wife, Jessica Mangrum, as Shown on, the Fairview Geological Listing of Assessment Roll Map 042, Parcel 065.12, 1.03 Acres, From RS-10 to RM-12
9. **Old Business**
10. **New Business**
  - A. Discuss and/or Take Action on the Finance Committee Budget Execution Recommendations for the Remainder of the Fiscal Year – Bissell
  - B. Discuss and/or Take Action on Bill #2015-09, Ordinance No. 874, An Ordinance to Amend the City of Fairview, Tennessee, Budget for Fiscal Year 2014-2015 Budget (Police ATV from Drug Fund) - Bissell
  - C. Discuss and/or Take Action on Interlocal Cooperation Agreement 21<sup>st</sup> Judicial District Drug Task Force – Johnson
  - D. Discuss and/or Take Action on Revisions to Chapter 4 Section 13 in the City of Fairview Municipal Code – Sutton
  - E. Discuss and/or Take Action on Revisions to Section 2-103 in the City of Fairview Design Review Manual Including Subsection 103.4 Tree Bank Variance Request - Johnson
  - F. Discuss and/or Take Action on Budget Development Process – Bissell
  - G. Discuss and/or Take Action on Bill #2015-10, Ordinance No. 875, An Ordinance to Aid in Establishing a Healthy Workplace for the Employees of the City of Fairview, Tennessee, by Addition to the Municipal Code, Title 4, of a New Chapter and Sections, Chapter 5, Section 5-101, "Healthy Workplace Act" and 5-102 Model Abusive Conduct Prevention Policy - Crutcher
10. **City Manager Items for Discussion –**
  - A. Miscellaneous Updates –
  - B. City Attorney Comments -

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

**12. Adjournment.**

8D

Bill # 2015-07

ORDINANCE NO. 872

**AN ORDINANCE TO CHANGE THE ZONING OF CERTAIN PROPERTY IN THE CITY OF FAIRVIEW, TENNESSEE, LOCATED ON OLD NASHVILLE ROAD, OWNED BY TIMOTHY R. MANGRUM AND WIFE, JESSICA MANGRUM, AS SHOWN ON, THE FAIRVIEW GEOLOGICAL LISTING OF ASSESSMENT ROLL MAP 042, PARCEL 065.12, 1.03 ACRES, FROM, RS - 10 TO RM - 12.**

**WHEREAS**, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 19<sup>TH</sup> day of March, 2015, pursuant to a resolution adopted on March 5<sup>th</sup>, 2015; and

**WHEREAS**, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owners Timothy R. Mangrum and Wife, Jessica Mangrum, 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 RM -10, TO RS - 12. THE PROPERTY FOR WHICH THE ZONING CHANGE IS MADE AND OR ADOPTED IS DESCRIBED AS FOLLOWS:**

Williamson County, Tennessee, City of Fairview Geological Listing of Assessment Roll **Map 042, Parcel 065.12**, Recorded in **Deed Book 4175, Page 771**, 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: March 12, 2015

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

## RECOMMENDATIONS

2015 – 1

**DATE: FEBRUARY 11, 2015**

**TO: FAIRVIEW BOARD OF COMMISSIONERS**

**FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION**

\*\*\*\*\*

**On February 10, 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.**

- 8.1 REZONING APPLICATION FOR PROPERTY LOCATED ON OLD NASHVILLE ROAD. MAP 42, PARCEL 65.12 1 ACRE. FROM RS-10 TO RM-12. OWNER TIMOTHY MANGRUM  
Mangrum recused himself. Sutton made a motion to send a recommendation to the Board of Commissioners. Butler 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** \_\_\_\_\_

### 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: Timothy Mangrum Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_ Best Way to Contact: \_\_\_\_\_  
(Mail, E-mail, Phone)

City: Fairview State: TN Zip: 37062

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

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

**Project Address:** Old Nashville Road

Existing Land Use: RS 10

Proposed Land Use: RM 12

Total Acreage of Project/Rezoning: 1.03

*" see Attachment "*

TAX MAP	PARCEL(S)	CURRENT ZONING DISTRICT	REQUESTED ZONING DISTRICT	# OF ACRES	PROPERTY OWNER

\*\*\*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: *[Signature]* Date: 1-16-15

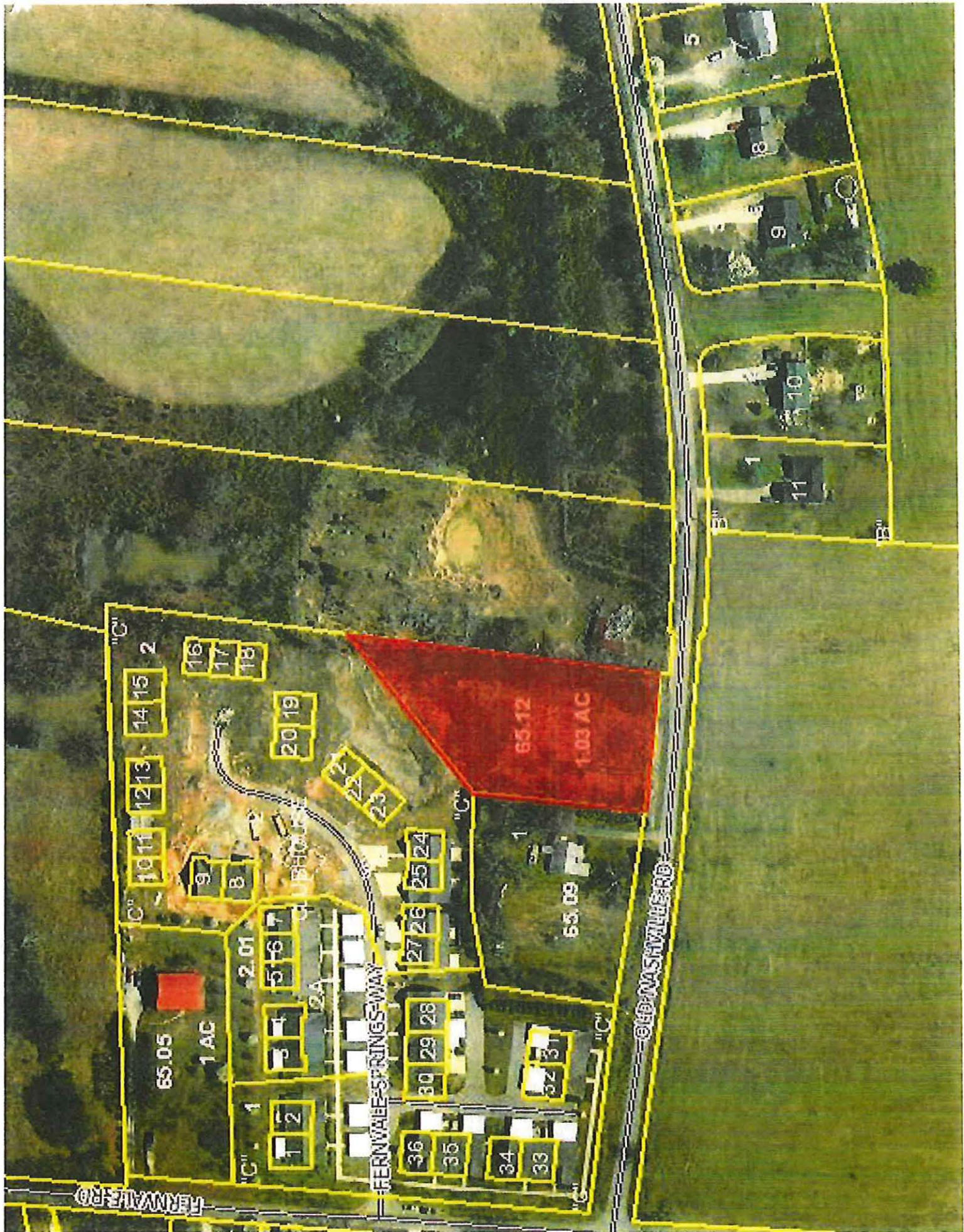
**FOR OFFICE USE ONLY**

APPLICATION RECEIVED AND FILING FEE PAID 1.16.2015

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

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







*First Bank*  
*X*

This instrument prepared by:  
Thomas N. Jones, Attorney  
339 Main Street  
Franklin, TN 37064

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP AND PARCEL NO.:
Timothy R. Mangrum & Jessica Mangrum P.O. Box 1226 Fairview, TN 37062	same	Map 042 Parcel 065.12

**QUITCLAIM DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid by Grantees, the receipt of which is hereby acknowledged, we, **Timothy R. Mangrum and Donnie R. Mangrum**, Grantors, by these presents, do hereby quitclaim and convey unto **Timothy R. Mangrum and wife, Jessica Mangrum**, Grantees, their successors and assigns all of their right, title and interest in and to the following described property in Williamson County, Tennessee, described as follows, to-wit:

Lying in the 1<sup>st</sup> Civil District of Williamson County, Tennessee, and being a portion of a tract of land as described in Book 2381, page 306 and also a lot recorded in Plat Book 34, page 13 at the Register's Office of Williamson County, Tennessee, and being more particularly described as follows:

Beginning at an old iron rod in the north margin of Old Nashville Road at the southwest corner of this tract; thence leaving said road and with Pinkerton North 06 degrees 36 minutes 22 seconds East 195.06 feet to an old iron rod; thence with Lot 2 of Fernvale Springs subdivision North 53 degrees 51 minutes 40 seconds East 214.51 feet to an old iron rod in the west line of Goodwin; thence with Goodwin South 02 degrees 38 minutes 36 seconds West 327.20 feet to an old iron rod in the north margin of Nashville Road; thence with said margin along a curve to the right with radius = 4398.40 feet, length = 180.72 feet and delta = 02 degrees 21 minutes 15 seconds to the point of beginning and containing 1.03 acres.

Being part of the property conveyed to Timothy R. Mangrum, unmarried, and Donnie R. Mangrum, married, by deed from Bobby J. Goodwin, being the Executor of the Estate of Harris L. Goodwin, Sr., Deceased (the Decedent), as evidenced in Will Book 62, page 492, Chancery Court Williamson County in Book 2381, page 306, Register's Office for Williamson County, Tennessee.

Subject property is not the principal residence of Grantors.

Said property is conveyed subject to such limitations, restrictions and encumbrances as may affect the premises.

This is property known as: Old Nashville Road, 1.03 acres, Fairview, TN 37062.

WITNESS OUR HANDS this 2<sup>nd</sup> day of February, 2007, in Fairview, Tennessee.

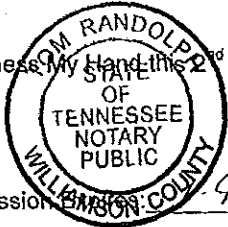
Timothy R. Mangrum  
TIMOTHY R. MANGRUM

Donnie R. Mangrum  
DONNIE R. MANGRUM

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for said State & County, Timothy R. Mangrum, the within named bargainer with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness My Hand this 2<sup>nd</sup> day of February, 2007, in Fairview, Tennessee.



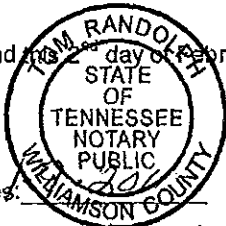
Tom Randolph  
NOTARY PUBLIC

My Commission Expires: 9-2011

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public for said State & County, Donnie R. Mangrum, the within named bargainer with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness My Hand this 2<sup>nd</sup> day of February, 2007, in Fairview, Tennessee.



Tom Randolph  
NOTARY PUBLIC

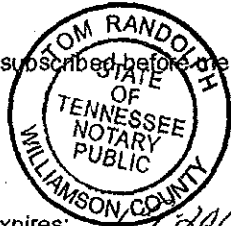
My Commission Expires: 9-2011

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater for the transfer is \$-0-.

Donnie R. Mangrum  
AFFIANT

Sworn and subscribed before me this 2<sup>nd</sup> day of February, 2007.



Tom Randolph  
NOTARY PUBLIC

My Commission Expires: 9-2011

BK/PG: 4175/771-772

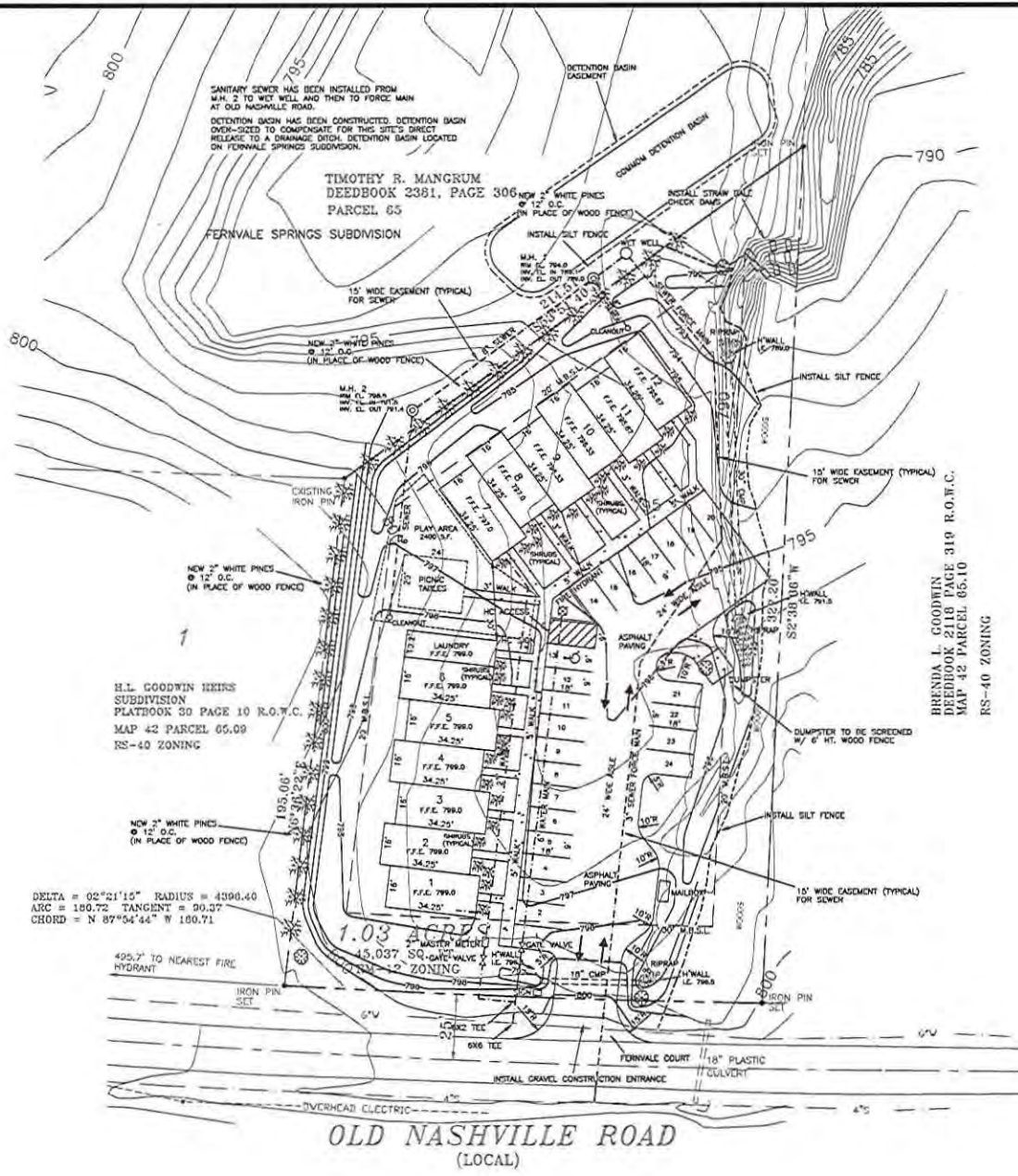
07005721

QUITCLAIM DEED	
02/06/2007 09:27 AM	
BATCH	92053
REG TAX	0.00
TRN TAX	0.00
REG FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE  
REGISTER OF DEEDS

Proposed Use



SANITARY SEWER HAS BEEN INSTALLED FROM M.H. 2 TO WET WELL AND THEN TO FORCE MAIN AT OLD NASHVILLE ROAD.  
RETENTION BASIN HAS BEEN CONSTRUCTED. RETENTION BASIN OVER-SIZED TO COMPENSATE FOR THIS SITE'S DIRECT RELEASE TO A DRAINAGE DITCH. RETENTION BASIN LOCATED ON FERVALE SPRINGS SUBDIVISION.

TIMOTHY R. MANGRUM  
DEEDBOOK 2381, PAGE 306  
PARCEL 65

FERVALE SPRINGS SUBDIVISION

H.L. GOODWIN HEIRS  
SUBDIVISION  
PLATBOOK 30 PAGE 10 R.O.W.C.  
MAP 42 PARCEL 65.09  
RS-40 ZONING

DELTA = 02°21'15" RADIUS = 4306.40  
ARC = 180.72 TANGENT = 90.37  
CHORD = N 87°04'44" W 180.71

BRENDA L. GOODWIN  
DEEDBOOK 2118 PAGE 319 R.O.W.C.  
MAP 42 PARCEL 65.10  
RS-40 ZONING

OLD NASHVILLE ROAD  
(LOCAL)

PROJ. DESCRIPTION	
DATE	
NO.	
FINAL MASTER SITE DEVELOPMENT PLAN	
FERRISLE APARTMENTS	
OWNER - TIMOTHY R. MANGRUM	
DESIGN A PORTION OF:	
DEED BOOK 2381, PAGE 306	
DEED BOOK 2381, PAGE 309	
DEED BOOK 2381, PAGE 310	
CITY OF FAYETTE, WILLIAMSON COUNTY, TN.	
DRAWN BY	THE #
APPROVED BY	108 #
DATE	01-10-08
SCALE	1" = 20'

C1.1

**Tim Mangrum**  
**Old Nashville Road**  
**Map 42, Parcel 65.12**

Adjacent Property Owners

Property Address

Michael and Karen Pinkerton

Fairview, TN 37062

First Federal Bank

Fairview, TN 37062

Brenda Goodwin Hardin

Fairview, TN 37062

Paul and Juanita Tomlinson

Fairview, TN 37062

Owners Mailing Address

Michael and Karen Pinkerton

Fairview, TN 37062

First Federal Bank

Dickson, TN 37055

Brenda Goodwin Hardin

Old Hickory, TN 37138

Paul and Juanita Tomlinson

Fairview, TN 37062



10B

Bill # 2015-09

ORDINANCE NO. 874

**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2014 – 2015 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 2014 - 2015 (beginning July 1, 2014 and running through June 30, 2015) 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 2014 – 2015 budget by passage of Ordinance Number 840 on June 30, 2014, 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 2014-2015 BUDGET AS FOLLOWS:**

Section 1. Ordinance 840 is hereby amended to approve monies from the Drug Fund to purchase an ATV for use by the Police Department in search and rescue efforts, event control and for use by the Park Police in trail patrol.

**General Fund**

Transfer From Account #	Current Balance	Transfer Amount	New Balance
619-11224	\$ 50,312.89	\$12,000.00	\$ 38,312.89

Expenditures Account #	Current Budget	Amendment Amt	New Budget Amt
619-42129-944	\$ 80,000.00	\$12,000.00	\$ 92,000.00

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**

\_\_\_\_\_



10 C

**INTERLOCAL COOPERATION AGREEMENT  
21<sup>ST</sup> JUDICIAL DISTRICT DRUG TASK FORCE**

This Agreement is entered into by the undersigned parties on behalf of the governing bodies such parties represent by virtue of the office the individual holds at the time this Agreement is signed. The governing bodies represented herein are part of the 21<sup>st</sup> Judicial District of the State of Tennessee.

**WHEREAS**, Tennessee Code Annotated, Section 12-9-101, *et seq.*, authorizes public agencies to enter into inter-local cooperation agreements; and

**WHEREAS**, Tennessee Code Annotated, Section 8-7-110, as amended by the Public Acts of 2004, authorizes any law enforcement officer or assistant district attorney general or district attorney general criminal investigator hired or assigned to a drug task force to enforce the laws of the State of Tennessee related to the investigation and prosecution of drug cases by conferring the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction; and

**WHEREAS**, the local governments that are parties to this Agreement are to avail themselves of all authority conferred by these statutes, and any other provisions of law, to create and operate a drug task force for the 21<sup>st</sup> Judicial District; and

**WHEREAS**, it is deemed in the public interest by the parties hereto that such a multi-jurisdictional drug task force is created.

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

1. **PURPOSE:** The purpose of the 21<sup>st</sup> Judicial District Drug Task Force (hereinafter "DTF") is to consolidate the effort, information, experience and resources of the individual law enforcement agencies within the district in order to effectively investigate drug cases. This Agreement does not prohibit, or otherwise restrict the law enforcement agencies which are parties to this Agreement, from continuing to investigate drug cases within the jurisdiction in which such agency operates.
2. **BOARD OF DIRECTORS:** The DTF shall be governed by the Board of Directors (hereinafter "Board"). The Board shall be comprised of the chief law enforcement officer for each city and/or county within the 21<sup>st</sup> Judicial District that is a party to this Agreement. Other local governmental entities within the 21<sup>st</sup> Judicial District may become a party to this Agreement through written notification to the Board of Directors, and approval by the governing body of the entity and acceptance of this Agreement's terms and conditions. Such added parties may then designate a representative for the Board according to the provisions outlined herein. The District Attorney General for the 21<sup>st</sup> Judicial District shall also be a voting member of the Board.

**Meetings.** The Board or the DTF Director will establish the time, date and place for its regular meetings. Regular meetings shall be held a minimum of four times per year. Special meetings of the Board shall be called upon the request of the Chairman or of one-third of the Board members. Notices of all meetings of the Board shall be sent by the Director of the DTF by e-mail or by regular mail at least ten (10) days prior to the meeting. Notice of any particular meeting may be given to some Board members in one manner and to the remaining Board members in a different manner.

**Quorum.** Except as otherwise provided herein, a majority of the Board members in person or by proxy shall constitute a quorum for the transaction of business. Except as otherwise provided herein, a majority of the quorum will rule.

**Compensation.** Members of the Board will serve without additional compensation.

**Authority.** The Board is responsible for the overall policy and direction of the DTF. The duties of the Board include, but are not limited to, the following:

1. Selecting a DTF Director. Such person may be assigned from a participating law enforcement agency or governmental entity or hired in addition to assigned personnel.
2. Approving assignment, discharge, suspension, or transfer of DTF personnel.
3. Overseeing the finances of the DTF to ensure compliance with the procedures required by the State Comptroller, federal grants and any internal financial policies established by the Board.
4. Review annually all Memorandums of Understandings, Inter-agency Agreements and Inter-local Agreements.

**Officers of the Board.** One member of the Board will be elected by the Board members as Chairman. The Chairman shall hold that position for a period of one (1) year from the date of election. The Board may elect other officers as the Board deems appropriate.

**Voting.** Each member of the Board will have an equal vote in the conduct of its business. Voting by proxy or thru an assigned designate will be allowed if the Board member elects this option at any time prior to the date a vote of the Board is taken. A vote by a proxy or assigned designate of a Board member will have the same force and effect as a vote by such Board member in person. Any action authorized in writing by all of the Board shall be an act of the Board with the same force and effect as if the same had been passed by unanimous vote of a duly called meeting of the Board.

**Nonliability of Board members.** The Board members shall not be personally liable for the debts, liabilities or other obligations of the DTF.

3. **DRUG TASK FORCE DIRECTOR:** The Board shall employ a Director to supervise the day-to-day business of the DTF. The Director shall be responsible for implementing policies approved by the Board and for reporting to the Board at each meeting. The Director's compensation and authority shall be determined by the Board. The Director shall not be entitled to vote at Board meetings. The duties of the Director include, but are not limited to, the following:
  1. Select a DTF Office Manager, and/or other necessary office personnel, and receive approval from the Board for such selection(s).
  2. Approve expenditure of DTF funds and maintain account of such funds as required by the State Comptroller, federal grant and internal financial procedures established by the Board.
  3. Ensure the timely preparation of all reports on DTF activities.
  4. Prepare press releases and press information pertaining to the DTF.
  5. Prepare policies and procedures for DTF personnel, and receive approval from the Board for the implementation of such policies and procedures.
  6. Enter into agreements, leases, and/or contracts on behalf of the DTF. The Director does not have to seek approval from the Board for agreements, leases and/or contracts pertaining to the day-to-day operations of the DTF; however, such agreements, leases and/or contracts must be accounted for within the budget and/or quarterly financial statement provided to the Board. The Board may set a maximum financial obligation which may be implemented through the authority of the Director, to set a standard by which approval must be sought prior to the implementation of agreements, leases and/or contracts pertaining to the DTF.
4. **FINANCES:** The financial matters of the DTF shall be conducted in accordance with all applicable state and federal laws.

**Judicial District Drug Fund.** A joint fund shall be established for the monies necessary for DTF operations. Such fund shall be maintained in the office of the Trustee in the county designated by the Board. This fund shall be known as the "Judicial District Drug Fund." All monies including, but not limited to, local government contributions, fines, grant proceeds, seizures and forfeitures for the benefit of the DTF shall be deposited in this fund.



**Disbursement of Judicial District Drug Fund.** Monies from the Judicial District Drug Fund may be disbursed upon request by the DTF Director. Disbursements shall be subject to the limitations established by the Board in accordance with state and federal law.

**Contributions and Distribution of Income:** All contributions by individual agencies that are members of the DTF along with any individualized agreements relating to the distribution of income and/or seized assets between the DTF and individual agencies, will be pursuant to Memorandums of Understanding between the DTF and the respective individual agencies. These agreements will be approved by the District Attorney General, the chief law enforcement officer of the respective agency and the Director of the DTF. All distribution of income and/or seized property will comply with any and all applicable Tennessee state law.

**Budget.** The DTF Director shall prepare an annual budget on or before April 1<sup>st</sup> of each year designating the manner in which the Judicial District Drug Fund shall be disbursed. Such budget shall be approved by the Board prior to disbursement.

**Purchasing.** The Board may adopt policies and procedures concerning purchasing. The purchasing procedure of the DTF must comply with the purchasing procedure of the county wherein the DTF headquarters is located as well as any other applicable state and/or federal law.

**Accounting and Reporting.** The DTF must maintain the finances and records pertaining to such finances in accordance with state and federal law. The DTF Director shall file a quarterly financial report with the Board.

**Audit.** An annual audit shall be conducted of the funds maintained by the DTF. The audit will be made by the State Comptroller or a private accountant employed via a majority vote of the Board.

5. **PROPERTY OF THE DTF:** The DTF shall have the authority to maintain control over personal and real property.

**Personal Property and Equipment.** The personal property and equipment contributed to or purchased by the DTF shall remain the property of the DTF for so long as the DTF is operational. The property and equipment supplied through employees assigned to the DTF that remain employees of a law enforcement agency and/or governmental entity shall remain the property of the law enforcement agency and/or governmental entity unless otherwise designated in writing.

**Real Property.** The DTF has the authority to purchase real property and hold such property in the name of the DTF. Any purchase of real property made by the

DTF must be made with the authorization of the Director after receipt of approval by a majority of the Board.

**Disposal of DTF Property.** Obsolete or surplus property of the DTF may be disposed of at the discretion of the DTF Director. In the event the DTF is dissolved or disbanded, real and personal property in the custody and control of the DTF shall be disposed of by the Board to the law enforcement agencies and/or governmental entities that are parties to this agreement or in accordance with state law as a Court of competent jurisdiction in any county in which the DTF operates within the 21<sup>st</sup> Judicial District shall direct.

6. **PERSONNEL:** Any assignment of a law enforcement officer, assistant district attorney general, or district attorney general investigator assigned to the DTF shall have such assignment in writing provided by the chief law enforcement official of the assigning jurisdiction; including, but not limited to, sheriff departments, police departments, task forces, state law enforcement agencies and district attorney general's office, and shall not become effective until approved by the Board. As stated herein, the Director has the authority to hire personnel for the DTF, including agents and/or office staff, after receiving approval for such hire from the Board. Pursuant to Tennessee Code Annotated, Section 8-7-110, any law enforcement officer employed by or assigned to the DTF must meet the minimum certification requirements of the peace officers standards and training commission; provided, however, that such officer shall not be entitled to receive a police pay supplement for that certification.

**Commission.** The director of the DTF shall have the authority to commission personnel assigned to or hired by the DTF with the approval of the District Attorney General for the 21<sup>st</sup> Judicial District.

**Status and Benefits.** Any law enforcement officer assigned to the DTF shall remain an employee of the law enforcement agency making the assignment for the purpose of compensation and benefits. Salaries of such officers shall be paid by the respective law enforcement agency making the assignment. A law enforcement officer assigned to the DTF shall retain all rights, privileges and benefits including, but not limited to, insurance, retirement, seniority, promotional consideration and Worker's Compensation with the assigning agency.

**Assignment and Transfer.** Each law enforcement agency and/or governmental entity that is a party to this Agreement may recommend law enforcement officers for assignment to the DTF. The officer, the assigning agency, the Director or the Board may request assignment changes regarding the officer's position with the DTF. Any assignment or change in assignment pertaining to an officer with respect to the DTF shall be subject to Board approval. Any law enforcement officer assigned by the DTF shall follow the policies and procedures of the assigning agency as well as those established by the Director for the DTF.

7. **AUTHORITY OF DTF AGENTS:** Any law enforcement officer or assistant district attorney general or district attorney general criminal investigator assigned

to or hired by the DTF shall have the same rights, powers, duties and immunities in every jurisdiction within the judicial district as such officer has within the officer's own jurisdiction. Such individuals shall also have the same rights, powers, duties and immunities statewide as such officer has within the 21<sup>st</sup> Judicial District; provided, that investigations conducted outside the officer's jurisdiction originated within the officer's own jurisdiction and is immediately necessary to an ongoing investigation; or by working in cooperation with another judicial district or multi-judicial district task force or law enforcement agency; or where there exists a mutual aid agreement between the judicial districts or multi-judicial district task forces approved by each district attorney general. *See* Tennessee Code Annotated, Section 8-7-110. Any law enforcement officer, who is employed directly by the 21<sup>st</sup> Judicial District Drug Task Force and has been conferred law enforcement powers, shall have all the police powers necessary to enforce all State laws, including all traffic laws, the power to serve and execute warrants, arrest offenders and issue citations.

8. **IMMUNITIES OF DTF AGENTS:** Notwithstanding any other provision of law to the contrary, concerning members of judicial district task forces relating to the investigation and prosecution of alleged drug violations, if a claim or suit should be filed against an individual and it is proven that: (1) at the time of the alleged incident the individual was a member of the DTF who was properly certified to the board of claims pursuant to state law; and (2) the alleged liability arose out of the individual's activities as a DTF member; then it shall be conclusively deemed that the individual was not an employee, agent or servant of a local government but was a volunteer to the state. To the extent any conflict exists concerning liability or jurisdiction of the members of the DTF relating to the investigation and prosecution of, but not limited to, drug cases between the provisions established by state law and any mutual aid or interlocal agreement entered into by the DTF, then state law shall take precedence over any such agreement. *See* Tennessee Code Annotated, Section 8-7-110.
9. **QUALIFICATIONS FOR CERTIFYING MEMBERS OF THE TASK FORCE AND MEMBERS OF THE BOARD OF DIRECTORS:** Pursuant to Tennessee Code Annotated Section 8-42-101(3)(C), the 21<sup>st</sup> DTF will comply with all requirements of Chapter 0620-3-5 of the Rules of the Tennessee Department of Finance and Administration relating to the qualifications for certifying members and board of directors of judicial drug task forces relating to the investigation and prosecution of drug cases for the purpose of state liability protection.
10. **DURATION AND TERMINATION OF AGREEMENT:** The duration of this Agreement is perpetual. A party to this Agreement may withdraw at any time by providing written notice to the Board at least thirty (30) days prior to such withdrawal. The DTF may be dissolved upon the vote of a majority of the Board and the approval of the District Attorney General of the 21<sup>st</sup> Judicial District. Upon such vote, the DTF will wind up its affairs in accordance with the provisions outlined herein.

11. **CONSTRUCTION:** Should any of the provisions or portions of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of the Agreement shall be unaffected by such holding.
  
12. **EFFECT:** This Agreement shall take effect as of May 30, 20\*\*, upon the adoption of the terms of this Agreement by the Board in existence prior to such effective date. Such entities seeking to be parties to this Agreement shall be made such upon receipt by the Board of the minutes of the meeting of the governing body of such party showing agreement to the terms outlined herein. If a participating entity does not seek approval of this Agreement prior to May 30, 20\*\*, such entity will be removed from participation on the Board or as an assigning agency of the DTF. The members of the Board and parties to this Agreement will be determined by the signatures affixed hereto by the representative assigned by the governmental agency after approval by the government body of the terms of this Agreement. If a signature and date does not appear by a party's agency, then such agency is not represented on the Board.

IN WITNESS WHEREOF, the parties by their duly authorized representatives designated by the following signatures:

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**KIM R. HELPER**  
**DISTRICT ATTORNEY GENERAL**  
**21<sup>ST</sup> JUDICIAL DISTRICT**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**JEFF LONG**  
**SHERIFF WILLIAMSON COUNTY**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**RANDALL WARD**  
**SHERIFF HICKMAN COUNTY**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**TERRY HARRIS**  
**CHIEF OF POLICE FAIRVIEW**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**JEFF HUGHES**  
**CHIEF OF POLICE BRENTWOOD**

DATE: \_\_\_\_\_

**DEBORAH Y. FAULKNER**  
**CHIEF OF POLICE FRANKLIN**

DATE: \_\_\_\_\_

**SHANNON IRWIN**  
**CHIEF OF POLICE CENTERVILLE**

DATE: \_\_\_\_\_

**SAM LIVINGSTON**  
**CHIEF OF POLICE HOHENWALD**

DATE: \_\_\_\_\_

**TROY HUFFINES**  
**CHIEF OF POLICE NOLENSVILLE**



Pursuant to Tennessee Code Annotated § 12-9-104, regarding joint powers agreements, and as evidenced to by the signatures below, the Commissioners for the City of Fairview approve the attached Interlocal Cooperation Agreement for the 21<sup>st</sup> Judicial District Drug Task Force thereby authorizing the joint or cooperative action between the City of Fairview Police Department and the 21<sup>st</sup> Judicial District Drug Task Force:

IN WITNESS WHEREOF, the parties by their duly authorized representatives designate by the following signatures:

CITY OF FAIRVIEW, TENNESSEE

\_\_\_\_\_  
APPROVED  
Patti Carroll, MAYOR  
City of Fairview, Tennessee

DATE: \_\_\_\_\_

\_\_\_\_\_  
APPROVED AS TO FORM  
Larry Cantrell, ATTORNEY  
City of Fairview, Tennessee

DATE: \_\_\_\_\_

**Motion to make the following changes to Chapter 4 of Section 13 of the City of Fairview Municipal Code:**

**13-404 Duties of the Tree Commission**

(1) To review and hear applications for and determine by vote a **recommendation** for granting or denial of permits regulating the planting, pruning, maintenance, and removal of trees on streets and other publicly owned property. ~~Appeals regarding the decisions of the tree commission may be made to the Fairview Board of Commissioners.~~ **Said recommendation to be provided in writing with specifications to the Director Codes Division of the City of Fairview for final determination.**

(2) To review all tree protection plan proposals, relating to subdivision development and site development plans, for submission to the planning commission **with recommendations for review and decision.** ~~All other tree commission recommendations shall pass directly to the board of commissioners for approval.~~

(3) To compose and annually review a community tree plan that shall include but not be limited to such elements as an authorized tree and specimen list; **and a tree protection plan, including a tree replacement schedule; and a city tree bank. To be submitted in April of each year to the Planning Commission for consideration and final determination.**

(4) ~~To study the urban forest including problems involving the city tree population and seek ways to implement needed work.~~

(5) To assist the properly constituted officials of the city, as well as citizens and community groups, in the dissemination of news and information regarding the selection, planting, and maintenance of trees within the city limits, whether they are on private or public property.

(6) ~~To provide regular and special meetings at which citizens of the city may discuss the subject of the urban forest.~~

(7) To encourage and promote the City of Fairview as a tree-friendly city by means of education, public relations, and public programs **including but not limited to:**

(8) ~~To engage in any other lawful activity in pursuit of the mission of this commission which may benefit the urban forest, including but not limited to such activities as:~~

- **Applying** for tree city status with the National Arbor Day Foundation.
- Conduct seminars and public education programs.
- Plan and coordinate an annual Arbor Week Observance.
- Develop a community forest preserve.
- Organize community tree planting projects.
- Establish a heritage tree program.

(10) Meetings. **As needed** The "tree commission" shall meet for its on the first Tuesday of the month only upon the call of the **planning commission chairman or the Director Codes Division.**

13-409. Community tree plan. The commission shall have the authority to formulate a community tree plan (See Appendix - item D) with the advice of consultants, city, state and federal agencies, public hearings, and approval of the ~~board of commissioners~~. **Planning Commission.**

The community tree plan shall include, ~~but not be limited to, the goals and mission of the tree commission;~~ standard tree maintenance and planting specifications and permit application procedures; an authorized tree specimen list indicating types of trees and procedures for planting on city property; a tree protection plan, including a tree replacement schedule to regulate, ~~not only any public trees not under the jurisdiction of the City of Fairview Parks Department. but also any site that requires a~~ development contract or a site development agreement; and policies and procedures for establishing and maintaining a city tree bank to be used to provide landscaping on publicly owned City of Fairview property. (Ord. #409, April 1997, as renumbered and replaced by Ord. #501, May 2001, and replaced by Ord. #528, Oct. 2002; Ord. #552, Sept. 2003; and Ord. #557, Oct. 2003)

13-411. Trees on private property. It shall be the duty of any person or persons owning or occupying real property bordering on any street upon which property there may be trees, to prune such trees in such manner that they will not obstruct or shade the street lights, obstruct the passage of pedestrians on sidewalks, obstruct vision of traffic signs, or obstruct views of any street or alley intersection.

It shall be the duty of any person owning or occupying real property, bordering on any street, park or other public land, on which there may be trees that are diseased or insect infested, to remove, spray or treat such trees in such manner that they will not infect or damage nearby public vegetation or cause harm to the community or citizens therein.

The tree commission may **with concurrence from the city arborist** ~~order send to the Codes Department~~ a list of trees on private land that cause obstruction, represent an insect or disease problem or otherwise present a danger to public health or safety, and need to be pruned, removed or treated, at owner's expense. **The final decision as to removal is with the Director Codes Division.** (Ord. #409, April 1997, as renumbered and replaced by Ord. #501, May 2001, and replaced by Ord. #528, Oct. 2002; Ord. #552, Sept. 2003; and Ord. #557, Oct. 2003)

13-419. Appeal from any unfavorable recommendation of the tree commission. (1) If the recommendation for a permit is unfavorable the tree commission will reduce its findings and reasons for denying the permit to a short concise statement. The findings of the tree commission shall be entered into the minutes. An exact copy of the finding of the commission shall be delivered to the person who applied for the permit and whose request was unfavorable.

The person whose request for a permit was denied unfavorable by the tree commission may appeal to the board of commissioners. ~~Planning Commission.~~ The board of commissioners ~~Planning Commission~~ will at the next regularly scheduled meeting (or at a special meeting if properly requested) consider all findings presented from the tree commission and render a decision relative to the permit requested.

The board of commissioners ~~Planning Commission~~ shall allow the person who requested the permit, the arborist and the chairman of the tree commission chairman (or their designated representative) to speak for a time period not to exceed five (5) minutes relative to the permit request, which has been appealed. Each of the speakers may speak only to add emphasis or clarify existing documented evidence previously included in statements and minutes of previous proceedings. No new evidence may be presented at this hearing. (as added by Ord. #557, Appendix- item A, Oct. 2003)

Since the Tree Commission issues only recommendations to the Director Codes and/or the Planning Commission there is no necessity for an appeal process for their recommendation. Once the Director Codes Division or the Planning Commission renders their decision their action can be appealed to the City Manager or the Board of Commissioners whichever is appropriate.



## Motion to Change the Design Review Manual

### 2-103 PRESERVATION OF EXISTING TREES AND SITE FEATURES

In an effort to maintain existing natural surroundings, mature trees and natural vegetation should be maintained where possible. To insure this, a tree survey must be submitted during the review process. Planning Commission approval is required to remove existing mature trees.

#### 2-103.4 Tree Bank Variance Request

A variance may be granted by the Planning Commission from the Tree Replacement Ratio if the applicant demonstrates an inability to assure growth of trees on site due to unique soils, topography, excessive amounts of rock or limitations due to size of lot or configuration of building design. ~~The applicant shall provide the required number of replacement trees in a public area designated by the Planning Director as approved by the Public Works Director and/or Parks Director, if permitted by seasonal variations. In the event the developer chooses to plant off-site, the species and location must be approved by the Fairview Municipal Planning Commission and covered by the Certificate of Compliance, bonding procedure and insured. If weather does not permit planting or if the applicant requests and approval is granted by the Planning Commission during the site plan review process,~~ A payment in lieu of planting may be made at the time of issuance of a Building Permit. A cost of ~~fifty dollars (\$50)~~ **five dollars (\$5)** per caliper inch of Replacement Ratio will be required. This money will be placed in a Tree Bank fund **whose use** is limited to the landscaping and planting improvements on public property and public Right of Way as determined by the City Manager or his designee. **The maximum fee amount is \$25,000.** Expenditures from the fund under \$10,000 are delegated to the City Manager as approving official. Expenditures from the fund over \$10,000 require Board of Commissioner's approval. Any funds currently residing in the Tree Bank may be used in accordance with the restrictions stated above. ~~Annual planting programs will be carried out by the mutual agreement of the Planning Director, Parks Director, and the Director of Public Works. This provision is not~~ designed to allow the applicant to avoid the minimum site requirements, but rather an effort to provide an alternative measure to insure the growth and vitality of all plantings.

10 F

City of Fairview  
Budget Development Process

1. At the 2<sup>nd</sup> meeting in March, the Finance Review Committee will present to the BOC the end-of-year revenue projection.
  - a. This projection shall be used for the upcoming fiscal year's "Revenue Budget".
  - b. The Board of Commissioners will be presented with the following "Major" expenditure items for approval.
    1. Salaries & Taxes
    2. Debt Service
    3. Stabilization Plan (Reserve funding)
    4. Insurance (Health, Liability, Property, & Workers Compensation)
    5. Capital Projects
    6. Fixed Payments (EOC, Health Department, Animal Control, etc.)
  - c. The City Manager will take the difference between the "Revenue Budget" and the "Major" expenditure items back to the CFO and Department Heads to develop "Departmental Operating Budgets".
  - d. The "Departmental Operating Budgets" will be presented to the Board with single line item expenditures exceeding \$10,000 highlighted for explanation.
2. The City Manager and CFO will provide the complete budget for Board of Commissioners approval at the 1<sup>st</sup> May meeting.
3. The 1<sup>st</sup> reading of the Budget Ordinance will be during the 2<sup>nd</sup> meeting of May. The 2<sup>nd</sup> reading will be at the 1<sup>st</sup> meeting in June.
4. Any end-of-year-surplus revenue will be rolled into the Unassigned General Fund category.



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Bill # 2015-10

ORDINANCE NO. 875

**AN ORDINANCE TO AID IN ESTABLISHING A HEALTHY WORKPLACE FOR THE EMPLOYEES OF THE CITY OF FAIRVIEW, TENNESSEE, BY ADDITION TO THE MUNICIPAL CODE, TITLE 4, OF A NEW CHAPTER AND SECTIONS, CHAPTER 5, SECTION 5 - 101, "HEALTHY WORKPLACE ACT" AND 5 - 102 MODEL ABUSIVE CONDUCT PREVENTION POLICY.**

**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 City of Fairview, Tennessee, needs to amend the City of Fairview, Municipal Code, **TITLE 4, BY THE CREATION AND ADDITION TO THE MUNICIPAL CODE OF CHAPTER 5, SECTION 5 - 101, "HEALTHY WORKPLACE ACT AND CHAPTER 5, SECTION 5 - 102, MODEL ABUSIVE CONDUCT PREVENTION POLICY"** and that the best interest and welfare of all the employees and citizens of the City of Fairview, Tennessee, will be served by amending the Fairview, Tennessee, Municipal Code as heretofore stated.

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

Fairview, Tennessee Municipal Zoning Code, **TITLE 4, IS HEREBY AMENDED BY THE ADDITION OF CHAPTER 5, SECTION 5 - 101, HEALTHY WORKPLACE ACT, AND CHAPTER 5, SECTION 5 - 102, MODEL ABUSIVE CONDUCT PREVENTION POLICY"** that said sections are amended and added by this Ordinance which amends Bill 2014 - 31 Ordinance Number 853 as herein below set out;"

**5 - 101. HEALTHY WORKPLACE ACT**

The General Assembly of the State of Tennessee in the 108<sup>th</sup> Session Enacted Public Chapter Number 997, said Public Chapter amended Tennessee Code Annotated, Title 50, chapter 1 by adding the following language as a new part. The addition was codified as Tennessee Code Annotated Sections 50-1-501, 50-1-502, 50-1-503 and 50—504. The new added sections read as follows:

**§ 50-1-501. Short title; Healthy Workplace Act**

1. This part shall be known and may be cited as the "Healthy Workplace Act".

**§ 50-1-502. Definitions**



(1) "Abusive conduct" means acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, such as:

(A) Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;

(B) Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or

(C) The sabotage or undermining of an employee's work performance in the workplace;

(2) "Agency" means any department, commission, board, office or other agency of the executive, legislative or judicial branch of state government; and

(3) "Employer" means any agency, county, metropolitan government, municipality, or other political subdivision of this state.

#### **§ 50-1-503. Model policy to prevent abusive conduct**

(a) No later than March 1, 2015, the Tennessee advisory commission on intergovernmental relations (TACIR) shall create a model policy for employers to prevent abusive conduct in the workplace. The model policy shall be developed in consultation with the department of human resources and interested municipal and county organizations including, but not limited to, the Tennessee municipal league, the Tennessee county services association, the municipal technical advisory service (MTAS), and the county technical assistance service (CTAS).

(b) The model policy created pursuant to subsection (a) shall:

(1) Assist employers in recognizing and responding to abusive conduct in the workplace; and

(2) Prevent retaliation against any employee who has reported abusive conduct in the workplace.

(c) Each employer may adopt the policy created pursuant to subsection (a) as a policy to address abusive conduct in the workplace.

#### **§ 50-1-504. Immunity from suit**

Notwithstanding § 29-20-205, if an employer adopts the model policy created by TACIR pursuant to subsection (a) or adopts a policy that conforms to the requirements set out in subsection (b), then the employer shall be immune from suit for any employee's abusive conduct that results in negligent or intentional infliction of mental anguish. Nothing in this section shall be construed to limit the personal liability of an employee for any abusive conduct in the workplace.

**5 – 102. MODEL ABUSIVE  
CONDUCT PREVENTION POLICY**

**MODEL ABUSIVE CONDUCT PREVENTION POLICY pursuant to Public  
Chapter 997, the Healthy Workplace Act**

**1. Statement of Commitment, Values, and Purpose**

**COMMENT:** This section should provide an overall statement of intent for workplace behavior, describe the processes for addressing complaints, and state explicitly that retaliation will not be tolerated. It may define who will be covered by the policy in accordance With existing policy.

The **City of Fairview, Tennessee** is firmly committed to a workplace free from abusive conduct as defined herein. The City does and will continue to strive to provide high quality products and services in an atmosphere of respect, collaboration, openness, safety and equality. All employees have the right to be treated with dignity and respect. All complaints of negative and inappropriate workplace behaviors will be taken seriously and followed through to resolution. Employees who file complaints will not suffer negative consequences for reporting others for inappropriate behavior.

This policy applies to all full-time and part-time employees of the **City of Fairview, Tennessee** including interns and co-operative workers. It does not apply to independent contractors, but other contract employees are included. This policy applies to any sponsored program, event or activity including, but not limited to, sponsored recreation programs and activities; and the performance by officers and employees of their employment related duties. The policy includes electronic communications by any employee.

**2. Definition of Abusive Conduct**

**COMMENT:** This section defines "abusive conduct." The language comes from Public Chapter 997. The list of items that abusive conduct does not include is provided for illustration. Abusive conduct includes acts or omissions that would cause a reasonable person, based on the severity/ nature/ and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal/ nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee's work performance in the workplace .

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious.

Abusive conduct does not include

- Disciplinary procedures in accordance with adopted policies of [Insert Entity Name]
- Routine coaching and counseling, including feedback about and correction of work performance
- Reasonable work assignments, including shift/ post, and overtime assignments
- Individual differences in styles of personal expression
- Passionate, loud expression with no intent to harm others
- Differences of opinion on work-related concerns
- The non-abusive exercise of managerial prerogative

### **3. Employer Responsibility**

**COMMENT:** This section specifies responsibilities of the employer including expectations for supervisors and that employees will be informed of the abusive conduct prevention policy

Supervisors and others in positions of authority have a particular responsibility to ensure that healthy and appropriate behaviors are exhibited at all times and that complaints to the contrary are addressed in a timely manner. Supervisors will

- provide a working environment as safe as possible by having preventative measures in place and by dealing immediately with threatening or potentially violent situations;
- provide good examples by treating all with courtesy and respect;
- ensure that all employees have access to and are aware of the abusive conduct prevention policy and explain the procedures to be followed if a complaint of inappropriate behavior at work is made;
- be vigilant for signs of inappropriate behaviors at work through observation and information seeking, and take action to resolve the behavior before it escalates;
- respond promptly, sensitively and confidentially to all situations where abusive behavior is observed or alleged to have occurred. **Employee Responsibility (including witnesses)**

**COMMENT:** This section states general expectations for employees including people who witness incidents of abusive conduct.

Employees shall treat all other employees with dignity and respect. No employee shall engage in threatening, violent, intimidating or other abusive conduct or behaviors. Employees are expected to assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct in accordance with this policy.

Employees should co-operate with preventative measures introduced by supervisors and recognize that a finding of unacceptable behaviors at work will be dealt with through appropriate disciplinary procedures.

#### **4. Retaliation**

**COMMENT:** This section defines retaliation and indicates that it will not be tolerated.

Retaliation is a violation of this policy. Retaliation is any act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual or individuals exercising rights under this policy.

#### **5. Training for Supervisors and Employees**

**COMMENT:** This section encourages all supervisors and employees to participate in training and provides general guidelines for training content. All supervisors and employees are encouraged to undergo training on abusive conduct prevention conduct as directed by **The City of Fairview, Tennessee**. Training should identify factors that contribute to a respectful workplace, familiarize participants with responsibilities under this policy, and provide steps to address an abusive conduct incident.

#### **6. Complaint Process**

**COMMENT:** The next several subsections address the actual process for filing complaints, the procedures for investigation, and the resulting actions for the various parties involved. To avoid confusion, this section needs to mirror existing disciplinary processes.

##### **Reporting**

**Employees:** Any employee who feels he or she has been subjected to abusive conduct is encouraged to report the matter orally or in writing to a supervisor including his or her supervisor, manager, appointing authority, elected official, or to the human resources office . Employees should not feel obligated to report their complaints to their immediate supervisor first before bringing the matter to the attention of one of the representatives identified above.

Any employee seeking to file a complaint should ensure the complaint consists of precise details of each incident of abusive conduct including dates, times, locations and any witnesses. Formal complaints should be documented in writing, but are not required to be in writing.

**Witnesses:** An employee who witnesses or is made aware of behavior that may satisfy the definition of abusive conduct (as defined herein) should report any and all incidents as set forth herein.

**Supervisors:** Supervisors must timely report known incidents involving workplace abuse, intimidation, or violence to the [HR, appointing authority or investigator]. Supervisors and appointing authorities are required to take reasonable steps to protect the complainant, including, but not limited to, separation of employees involved.

The person complained against will be notified that an allegation has been made against him or her and informed of the investigative procedure.

## **7. Investigation**

Investigations of abusive conduct shall be conducted as soon as practicable and in accordance with the policies and practices of [Insert Entity Name]. The objective of the investigation is to ascertain whether the behaviors complained of occurred, and therefore will include interviewing the complainant, accused, and witnesses with direct knowledge of the alleged behaviors. All interviews will be appropriately documented. The investigation will be conducted thoroughly, objectively, with sensitivity, and with due respect for all parties. The investigator will provide a copy of the investigative report to the appointing authority for further action. All affected parties will be informed of the investigation's outcome.

## **8. Corrective Action**

In the event of a finding of abusive conduct, the employer will take immediate and appropriate corrective action. Remedies may be determined by weighing the severity and frequency of the incidences of abusive conduct and in accordance with existing disciplinary policies of the **City of Fairview, Tennessee**.

Any employee who engages in conduct that violates this policy or who encourages such conduct by others will be subject to corrective action. Such corrective action may include but is not limited to participation in counseling, training, and disciplinary action up to and including termination, or changes in job duties or location.

Supervisory personnel who allow abusive conduct to continue or fail to take appropriate action upon learning of such conduct will be subject to

corrective action. Such corrective action may include but is not limited to participation in counseling, training, or disciplinary action up to and including termination, or changes in job duties or location.

While the **City of Fairview, Tennessee** encourages all employees to raise any concern(s) under this policy and procedure, the **City of Fairview, Tennessee** recognizes that intentional or malicious false allegations can have a serious effect on innocent people. Individuals falsely accusing another of violations of this policy will be disciplined in accordance with the disciplinary policy of the **City of Fairview, Tennessee**.

Any employees exhibiting continuing emotional or physical effects from the incident in question should be informed of established employee assistance programs or other available resources.

When abusive conduct has been confirmed, the employer will continue to keep the situation under review and may take additional corrective actions if necessary. Preventative measures may also be taken to reduce the reoccurrence of similar behavior or action.

## **9. Confidentiality**

**COMMENT:** This section expresses intent to maintain confidentiality but notes that, because of the Tennessee Open Records Act, government entities cannot guarantee that complaints will be kept completely confidential.

To the extent permitted by law, the **City of Fairview, Tennessee** will maintain the confidentiality of each party involved in an abusive conduct investigation, complaint or charge, provided it does not interfere with the ability to investigate the allegations or to take corrective action. However, state law may prevent the employer from maintaining confidentiality of public records. Therefore, the **City of Fairview, Tennessee** cannot

**BE IT FURTHER ORDAINED**, that by adoption of this Ordinance it is the intent of the Board of Commissioners' of the City of Fairview, Tennessee to claim the maximum benefit of Chapter 997 as codified in Tennessee Code Annotated Sections 50-1-504 relative to immunity from suits against the city as stated in section 50-1-504 "Immunity from suit as stated therein, **"if an employer adopts the model policy created by TACIR pursuant to subsection (a) or adopts a policy that conforms to the requirements set out in subsection (b), then the employer shall be immune from suit for any employee's abusive conduct that results in negligent or intentional infliction of mental anguish. Nothing in this section shall be construed to limit the personal liability of an employee for any abusive conduct in the workplace."**

**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 at the earliest day authorized by law after passage the public welfare requiring it

Approved and recommended by the City of Fairview, Tennessee, Municipal Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**APPROVED AS TO FORM:**

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

**Passed First Reading**

\_\_\_\_\_

**Passed Second Reading**

\_\_\_\_\_