

9A

RESOLUTION 07-23

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

WHEREAS, Tenn. Code Ann. § 13-4-101 states “the chief legislative body of any municipality, whether designated board of aldermen, board of commissioners or by other title, may create and establish a municipal planning commission. Such planning commission shall consist of not less than five (5) members and not more than ten (10) members, the number of members within the limits to be determined by the chief legislative body. One (1) of the members shall be the mayor of the municipality or a person designated by the mayor and one (1) of the members shall be a member of the chief legislative body of the municipality selected by that body; and

WHEREAS, the City of Fairview Board of Commissioners is authorized by the City Charter to create Boards, Commissions and Authorities as the Mayor and Board of Commissioners deem necessary; and

WHEREAS, the City of Fairview Municipal Planning Commission has been established to consist of nine (9) members, including the mayor of the municipality and one (1) member of the chief legislative board.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following Commissioner to the Planning Commission:

- 1. _____ (term)

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

Lisa Anderson, Mayor

ATTEST;

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

9B

RESOLUTION 08-23

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

WHEREAS, pursuant to Resolution No. 32-20, the Board of Commissioners (the "Commission") has established internal city committees with designated city commission members assigned to each committee, and

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

WHEREAS, the four committees remain the following: public safety, public works, planning, zoning, & engineering, finance

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

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

Public Safety Committee –

Public Works Committee –

Planning, Zoning, & Engineering Committee –

Finance Committee –

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

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 32-20

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

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

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

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

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

WHEREAS, it is suggested that the city commissioner appointed to the city's planning commission as the B.O.C. member of the planning commission be the commissioner assigned to the planning & zoning committee, and

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

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

Public Safety Committee – Commissioner Dawson
Public Works Committee – Commissioner Anderson
Planning & Zoning Committee – Commissioner Butler
Finance Committee – Commissioner Lucas

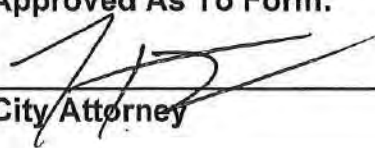
Approved this 17th day of December, 2020.



Mayor

Attest:


City Recorder

Approved As To Form:


City Attorney

RESOLUTION 14-23

9C

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

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

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

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

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Keystone Services Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

Keystone Business Solutions

Date: _____

By: _____

City of Fairview

Date: _____

By: _____

9D

ORDINANCE 2023-01

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

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

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

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

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

12.105. Applications and Permits Fee Structure.

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

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

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

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

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

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

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

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

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

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

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

**≥3 side enclosed

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

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

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

**≥3 side enclosed

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

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

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

\$25 per each natural gas line installed

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

\$50.00 plus \$0.50 per square foot

(9) Telecommunication's permanent structure permit

\$500

(10) Grading permits

\$500 plus \$10 per acre disturbed

(11) Right of way encroachment permits

\$500

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

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

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

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

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

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

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

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

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

*Residential Unit or Residential Building Lot

(10) Resubmissions and subsequent review engineering fees.

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

Lisa Anderson, Mayor

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Passed First Reading

Passed Second Reading

9E

RESOLUTION 16-23

PREPARED BY
RACHEL JONES
7100 CITY CENTER WAY
FAIRVIEW, TENNESSEE
37062

**A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN
CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN
THE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE, MAP 046,
PARCELS 023.01 & 023.06, 7409 CROW CUT RD, 12.04 ACRES, OWNER:
DUNCAN MCKAY POTTER III AND TERESA B. POTTER**

Tax Map 046, Parcels 023.01 and 023.06

7409 Crow Cut Rd

Owners: Duncan McKay Potter and Teresa B. Potter

12.04 Acres

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

WHEREAS, the owners of all property within the territory proposed for annexation and zoning have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this Resolution, describing the territory proposed for annexation and zoning, was promptly sent by the City of Fairview to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and zoning and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in Main Street Fairview, a newspaper of general circulation in such territory and the City of Fairview; and

WHEREAS, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation, zoning and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place, and purpose of a public hearing on the proposed annexation, zoning and Plan of Services was published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation, zoning and Plan of Services was held by the governing body on the 6th day of April 2023.

SECTION 1: PLAN OF SERVICES

Pursuant to the provisions of **TCA 6-5-102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

Police

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

Fire

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

Water

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

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

Sanitary Sewers

Sanitary Sewer Service will be serviced by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures.

The City of Fairview, Tennessee does not provide this service.

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

Refuse Collection

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

Streets

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

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

Schools

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

Inspection Services

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

Planning and Zoning

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

Public Works

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

Street Lighting

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

Recreation

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

Miscellaneous

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

SECTION 2: LOCATION MAP



Parcels proposed for Annexation
7409 Crow Cut Rd
Tax Map 046, Parcels 023.01 and 023.06
12.04 Acres
Owners: Duncan McKay Potter III & Teresa B. Potter

SECTION 3: LEGAL DESCRIPTION

PARCEL 023.01 - LYING WHOLLY WITHIN THE 1ST CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, BOUNDED IN GENERAL BY HELEN PAGEL ON THE SOUTH, CARLA NEIDERHEISER ON THE WEST, AND THE JOE BRUNER REMAINDER ON THE NORTH AND EAST, AND LYING OFF THE SOUTHWEST SIDE OF CROW CUT ROAD WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN IN A FENCE ON THE WEST SIDE OF CROW CUT ROAD, SAID PIN BEING LOCATED SOUTHWESTERLY APPROXIMATELY 60 FT' FROM THE CENTERLINE OF CROW CUT ROAD, SAID PIN ALSO BEING THE SOUTHEAST CORNER OF CARLA LANKFORD (REF. DEED BOOK 1383, PAGE 639, ROWC), AND BEING LOCATED IN JOE BRUNER'S NORTH LINE (REF. DEED BOOK 361, PAGE 396, ROWC); THENCE WITH THE COMMON LINE BETWEEN LANKFORD AND BRUNER, RUNNING GENERALLY WITH THE FENCE N 87° 53' 48" W 362.73 FT. TO AN EXISTING IRON PIN WEST OF A FENCE CORNER IN THE CENTER OF A GRAVEL DRIVEWAY, SAID PIN BEING LOCATED S 03° 59' 01" W 9.99 FT. FROM A REFERENCE IRON PIN, AND SAID PIN BEING A COMMON CORNER BETWEEN LANKFORD AND CARLA NEIDERHEISER (REF. DEED BOOK 565, PAGE 558, ROWC); THENCE LEAVING LANKFORD AND WITH NEIDERHEISER'S EAST LINE, EVENTUALLY RUNNING EAST OF A FENCE, S 04° 30' 07" W 455.18 FT. TO AN IRON PIN SET NEAR A DRAIN, SAID PIN BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN-DESCRIBED TRACT; THENCE LEAVING NEIDERHEISER AND WITH 2 NEW LINES, S 81° 48' 30" E 350.00 FT' TO AN IRON PIN SET, AND S 04° 30' 07" W 623.58 FT. TO AN IRON PIN SET IN HELEN PAGEL'S NORTH LINE (REF. DEED BOOK 768, PAGE 5, ROWC), SAID PIN ALSO BEING LOCATED N 81° 48' 30" W 120.98 FT. FROM A REFERENCE WITNESS IRON STAKE; THENCE WITH PAGEL'S NORTH LINE, N 81° 48' 30" W 350.00 FT. TO AN EXISTING ANGLE IRON IN A FENCE IN NEIDERHEISER'S EAST LINE; THENCE LEAVING PAGEL AND WITH NEIDERHEISER'S EAST LINE, SOON LEAVING THE FENCE, AND RUNNING ALONG THE EAST SIDE OF IT, N 04° 30' 07" E 623.58 FT. TO THE TRUE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS, AND BEING THE SOUTHWEST PORTION OF DEED BOOK 361, PAGE 396, REGISTER'S OFFICE, ACCORDING TO A SURVEY DATED 8/14/96 BY RANDOLPH L. CHAPDELAINE, RLS #1444, 5106 OLD HARDING ROAD, FRANKLIN, TN 37064.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO JOE L. BRUNER AND WIFE, AUDREY M. BRUNER BY DEED FROM A.M. BEARD, OF RECORD IN DEED BOOK 361, PAGE 396, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

SAID PROPERTY IS CONVEYED SUBJECT TO LIMITATIONS, RESTRICTIONS AND ENCUMBRANCES AS MAY AFFECT THE PREMISES.

PARCEL 023.06 - BEGINNING AT AN IRON PIN SET (N 594973.64 E 1627676.33) ON THE SOUTH SIDE OF CROW CUT ROAD (25' FROM THE CENTER) AND BEING THE SOUTHEAST CORNER OF CARLA LANKFORD (REF. DEED BOOK 1383 PAGE 639 R.O.W.C.- PROPERTY MAP 46 PARCEL 16.03), THENCE WITH THE SOUTH SIDE OF CROW CUT ROAD WITH A CURVE TO THE LEFT HAVING THE FOLLOWING CHARACTERISTICS:

DELTA= 24°36' 10"; RADIUS= 131.00'; ARC= 56.25'; CHORD= S70°33'20"E 55.82' TO AN IRON PIN SET, THE NORTHWEST CORNER OF AUDREY M. BRUNER'S 10.18 ACRE TRACT; THENCE WITH THE WEST LINE OF SAID 10.18 ACRE TRACT S0°22' 18"W 1116.43; TO AN EXISTING 3/4" IRON PIN AT A T-POST, IN THE NORTH LINE OF DAVID AARON BEARD (REF. DEED BOOK 5312 PAGE 728 R.O.W.C.- PROPERTY MAP 46 PARCEL 23); THENCE WITH BEARD'S NORTH LINE N76°59'44"W 120.64' TO AN EXISTING IRON PIN "CHAPDELAINE", THE SOUTHEAST CORNER OF DUNCAN MCKAY POTTER III (REF. DEED BOOK 1436 PAGE 525 R.O.W.C.- PROPERTY MAP 46 PARCEL 23.06); THENCE WITH POTTER'S EAST AND NORTH LINES N09°45'55"E 623.33' TO AN IRON PIN SET; THENCE N76°32'02"W 349.56' TO AN EXISTING IRON PIN "CHAPDELAINE" IN THE EAST LINE OF THE AFOREMENTIONED CARLA LANKFORD; THENCE WITH LANKFORD'S EAST AND SOUTH LINES N09°46'33"E 455.54' TO A MAG NAIL AND DISK IN A ASPHALT DRIVE (LOCATED S09°46'33"W 9.99' FROM AN EXISTING 1/2 " IRON PIN); THENCE S82°35'21"E 426.52' TO THE POINT OF BEGINNING, CONTAINING 7.04 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY RANDOLPH L. CHAPDELAINE R.L.S. #1444, 7376 WALKER ROAD, FAIRVIEW, TENNESSEE 37062, AND DATED OCTOBER 04, 2022, BEING THE REMAINDER OF THE SAME PROPERTY CONVEYED BY WARRANTY DEED TO JOE L. BRUNER (DECEASED) AND WIFE, AUDREY M. BRUNER FROM A.M. BEARD, SIGNED ON MARCH 11, 1980 AND RECORDED IN DEED BOOK 361 PAGE 396 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

THE ABOVE TRACT IS SUBJECT TO A 50' INGRESS-EGRESS AND UTILITY EASEMENT IN FAVOR OF THE DUNCAN MCKAY POTTER RUNNING FROM CROW CUT ROAD THROUGH THE ABOVE TRACT TO POTTER'S NORTH BOUNDARY LINE DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN "CHAPDELAINE" THE NORTHWEST CORNER OF DUNCAN MCKAY POTTER III (REF. DEED BOOK 1436 PAGE 525 R.O.W.C.- PROPERTY MAP 46 PARCEL 23.06)

AND BEING IN THE EAST LINE OF CARLA LANKFORD (REF. DEED BOOK 1383 PAGE 639 R.O.W.C.- PROPERTY MAP 46 PARCEL 16.03), THENCE WITH LANKFORD'S EAST LINE N09°46'33"E 229.57' TO A POINT; THENCE RUNNING THROUGH THE ABOVE TRACT N53°19'31"E 324.51' TO A POINT; ON CARLA LANKFORD'S SOUTH LINE; THENCE WITH LANKFORD'S SOUTH LINE S82°35'21"E 202.74' TO AN IRON PIN SET ON THE SOUTH SIDE OF CROW CUT ROAD; THENCE WITH THE SOUTH SIDE OF CROW CUT ROAD WITH A CURVE TO THE LEFT HAVING THE FOLLOWING CHARACTERISTICS :

DELTA= 24°36'10"; RADIUS= 131.00'; ARC= 56.25'; CHORD= S70°33'20"E 55.82' TO AN IRON PIN SET; THENCE LEAVING THE ROAD S06°58'45"W 38.36' TO A POINT; THENCE N82°35'21"W 237.38' TO A POINT; THENCE S53°19'31 "W 284.29', TO A POINT; THENCE S09°46'33"W 212.72' TO A POINT ON DUNCAN MCKAY POTTER'S NORTH LINE; THENCE WITH POTTER'S NORTH LINE N76°39'26"W 50.10' TO THE POINT OF BEGINNING.

THE ABOVE TRACT IS SUBJECT TO A 100' T.V.A. ELECTRIC TRANSMISSION LINE AS RECORDED IN DEED BOOK 55 PAGE 332 AND DEED BOOK 105 PAGE 351 R.O.W.C.

THE ABOVE TRACT IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS OF RECORD AND TO THE FINDINGS OF A TITLE REPORT.

SUBJECT TO THE FOLLOWING RESTRICTIONS AND CONDITIONS:

1. ALL EASEMENTS, RESTRICTIVE COVENANTS AND CONDITIONS, AND OTHER MATTERS OF RECORD, INCLUDING ALL ITEMS SET OUT ON ANY APPLICABLE PLAT OF RECORD;
2. ANY AND ALL APPLICABLE GOVERNMENT AND/OR ZONING REGULATIONS;
3. TAXES WHICH HAVE BEEN PRORATED AS OF THE DATE OF CLOSING AND ASSUMED BY THE GRANTEE(S) HERE.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the city of Fairview, Tennessee, as follows:

- A. That the proposed territory is hereby annexed and incorporated into the boundaries of the City of Fairview, to be effective as of the 6th day of April 2023.
- B. That the Plan of Services for this territory, included, hereto is approved and the same is hereby adopted.
- C. That the City Recorder will cause a copy of this Resolution to be forwarded to the mayor of Williamson County including the Plan of Services.
- D. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
- E. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

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

Approved by the City of Fairview Board of Commissioners this 6th day of April 2023.

Mayor, Lisa Anderson

ATTEST:

City Recorder, Rachel Jones

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

The Plan of Services and Zoning Request of this Resolution Considered by the City of Fairview, Tennessee Municipal Planning Commission this 14th day of February 2023.

The Fairview, Tennessee Municipal Planning Commission voted upon the Plan of Services and Zoning Request of this Resolution as Follows:

Aye 8 , Nay 0 , Not voting 1 .

The Plan of Services and Zoning Request of this Resolution were returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval X , Disapproval _____, No Recommendation _____.

10A

RESOLUTION 23-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR BELL CONSTRUCTION

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

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

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

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

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

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

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**SITE DEVELOPMENT AGREEMENT
FOR
BELL YARDS
MAP 018 AND PARCEL 001.00**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this **6th day of April 2023**, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and **Bell and Associates Construction LLC**, the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as **Bell Yards, including an 8,000 square feet facility with 2,000 square feet of the building for offices for staff and training and the remaining 6,000 square feet as a large shop for equipment.**

(hereinafter the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the **14th day of February, 2023, as Resolution PC 08-23**, pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

WHEREAS, the project shall require a site reclamation bond for **Bell Yards** in the amount of **\$132,440 (ONE-HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FORTY DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

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

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

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

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

WHEREAS, the CITY is willing to accept the dedication of the streets, utilities, and other improvements

as determined in the Development Plan of the PROJECT, subject to the City of Fairview Board of Commissioners approval by resolution, and subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the City of Fairview and the State of Tennessee,

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

A1 General Conditions

A1.1 Construction Costs

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

A1.2 City Ordinances, Rules and Regulations

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

A1.3 Fees

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

A1.4 Inspection

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

A1.5 Right of Entry

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

A1.6 Easements

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.

A1.7 Stormwater Maintenance Agreement

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

A1.8 Attorney Fees and Other Expenses

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

A1.9 Agreement Not Assignable

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

A1.10 Revocation and Interpretation

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

A1.11 No Oral Agreement

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

A1.12 Separability

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

A1.13 Transferability

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

A1.14 Indemnity

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties, or claims arising out of any work covered by this agreement, including any attorney fees incurred by the CITY in connection therewith. Inspection of the IMPROVEMENTS by an

authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

A1.15 Binding Effect

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

A1.16 Entire Agreement

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

A1.17 Headings

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

A2 Performance Surety

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

A3 Construction

A3.1 Construction Plans

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

A3.2 Commencement of Construction

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

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

A3.3 Site Grading

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

A3.4 Stormwater Management Systems

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

A3.5 Street Construction

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

A3.6 Off-Site Improvements

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

A3.7 Inspection and Compliance

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

A3.8 Testing

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

A3.9 Scrap Removal

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

A4 Acceptance of Improvements

A4.1 Completion of Improvements

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

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

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

A4.3 Acceptance of Facilities

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

A4.4 Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the IMPROVEMENTS in the PROJECT. Should the CITY choose to accept all or a portion of these IMPROVEMENTS, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to

the DEVELOPER or recorded in the Register's Office of Williamson County, Tennessee. No further writing or deed shall be required.

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

 ERIC PYLE
OWNER/ Guarantor


 ERIC PYLE
DEVELOPER/ Guarantor

EXECUTIVE VICE PRESIDENT
TITLE

EXECUTIVE VICE PRESIDENT
TITLE

ATTEST:

ATTEST:





Senior Project Manager
TITLE

Senior Project Manager
TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE

RESOLUTION 24-23

10B

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR FAIRVIEW CITY CENTER PHASE 1

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for the Fairview City Center Phase 1 Development:

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

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M Carter, City Attorney

**SITE DEVELOPMENT AGREEMENT
FOR
FAIRVIEW CITY CENTER PHASE 1
MAP 042 AND PARCEL 177.00**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 6th day of April 2023, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and Fairview Town Center LLC, the DEVELOPER (hereinafter the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as Fairview City Center Phase 1, including 83 residential units, 5 live/work units with 5,000 square feet of commercial space, 19,250 square feet of retail/office space, 4,800 square feet of proposed restaurant, and 4,000 square feet of proposed community facilities (hereinafter the "PROJECT"); and,

WHEREAS, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the 13th day of December, 2022, as Resolution PC 70-22, pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

WHEREAS, the project shall require a site reclamation bond for **Phase 1** in the amount of **\$235,695 (TWO-HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of **\$1,951,166.00 (ONE-MILLION NINE-HUNDRED FIFTY-ONE THOUSAND ONE-HUNDRED SIXTY-SIX DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

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

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

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

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

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

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

A1 General Conditions

A1.1 Construction Costs

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

A1.2 City Ordinances, Rules and Regulations

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

A1.3 Fees

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

A1.4 Inspection


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

A1.5 Right of Entry

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

A1.6 Easements

The DEVELOPER shall obtain and dedicate to the CITY or cause to be dedicated to the CITY, either by dedication on the plat or by easement deed, in either case in a form acceptable to the CITY, permanent easements of such widths as required by the CITY and noted on the Plans. The DEVELOPER further agrees to grant the necessary easements and rights-of-way across the DEVELOPER's properties without expense to the CITY and waive any claim for damages.



A1.7 Stormwater Maintenance Agreement

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

A1.8 Attorney Fees and Other Expenses

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

A1.9 Agreement Not Assignable

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

A1.10 Revocation and Interpretation

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

A1.11 No Oral Agreement

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

A1.12 Separability

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

A1.13 Transferability

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

A1.14 Indemnity

The DEVELOPER shall indemnify and hold the CITY harmless from all loss, costs, expenses, liability, money damages, penalties, or claims arising out of any work covered by this agreement, including any

attorney fees incurred by the CITY in connection therewith. Inspection of the IMPROVEMENTS by an authorized representative of the CITY shall not constitute a waiver by the CITY of any defect or of any of the DEVELOPER'S obligations hereunder.

A1.15 Binding Effect

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

A1.16 Entire Agreement

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

A1.17 Headings

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

A2 Performance Surety

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

A3 Construction

A3.1 Construction Plans

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



A3.2 Commencement of Construction

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

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

A3.3 Site Grading

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

A3.4 Stormwater Management Systems

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

A3.5 Street Construction

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

A3.6 Off-Site Improvements

The DEVELOPER shall construct any and all off-site facilities that may be required to serve the PROJECT. Unless specifically noted in the Construction Plans and made a part of separate agreement with the CITY, the CITY shall not be required to reimburse the DEVELOPER for construction of off-site improvements.

A3.7 Inspection and Compliance



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

A3.8 Testing

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

A3.9 Scrap Removal

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

A4 Acceptance of Improvements

A4.1 Completion of Improvements

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

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

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

A4.3 Acceptance of Facilities

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

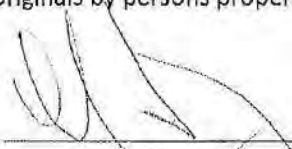
A4.4 Failure to Install

In the event the DEVELOPER fails to install the facilities in accordance with the terms of this agreement, the CITY may, in its sole discretion, elect to accept all or a portion of the IMPROVEMENTS in the PROJECT. Should the CITY choose to accept all or a portion of these IMPROVEMENTS, the CITY shall become the sole owner of these facilities. The CITY may give notice of acceptance by writing delivered to



the DEVELOPER or recorded in the Register's Office of Williamson County, Tennessee. No further writing or deed shall be required.

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



OWNER/ Guarantor



DEVELOPER/ Guarantor

President of Cabot Manor

TITLE

Cabot Manager

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE

RESOLUTION 25-23

10C

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN JAN PRO CLEANING & DISINFECTING AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview (“Fairview”) desires to retain Jan Pro Cleaning & Disinfecting (“Jan Pro”) for cleaning services for Fairview City Hall and Fairview Police Department; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the AGREEMENT BETWEEN JAN PRO CLEANING & DISINFECTING AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

JAN-PRO™

CLEANING & DISINFECTING



JAN-PRO™
FRANCHISE DEVELOPMENT

Jan-Pro of Greater Nashville

Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees.

ABOUT US

At JAN-PRO Cleaning & Disinfecting, it's not just what we say – it's what we do.

Measurable Cleaning. Guaranteed Results.®

Since 1991, JAN-PRO Cleaning & Disinfecting has paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

JAN-PRO Cleaning & Disinfecting leads the commercial cleaning industry through:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive certification program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO Cleaning & Disinfecting for a consistent clean from the same reliable owner-operators every time – guaranteed.

At JAN-PRO Cleaning & Disinfecting, we mean clean.



THE RIGHT COMMERCIAL CLEANING PARTNER

At JAN-PRO Cleaning & Disinfecting, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2022 for 14 straight years by *Entrepreneur* magazine
- #1 Fastest-Growing Franchise in 2021 by *Entrepreneur* magazine
- #2 Fastest-Growing Franchise in 2020 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2020 for 8 years in a row by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2020 by *Entrepreneur* magazine

JAN-PRO Systems International was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship[®] program:

- The JAN-PRO Your Family First Scholarship[®] program has awarded over \$395,000 in scholarships to almost 270 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO Systems International candidates.



VetConnection
JAN-PRO ★ YOUR NEXT MISSION



JAN-PRO CLEANING AND DISINFECTING GUARANTEE



Every commercial cleaning company promises great service – But only JAN-PRO Cleaning & Disinfecting guarantees it.

The JAN-PRO Cleaning & Disinfecting Guarantee reflects our commitment to the best certification, newest technology, most measurable results, and highest quality commercial cleaning service available.

Cleaning franchisees promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if either of these obligations are not met

Trusted. Clean. Guaranteed.



OUR PROCESS



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every cleaning franchisee goes through an in depth brand standard certification program which includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured – so you can trust the job will be done safely and professionally.

OUR PROCESS

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

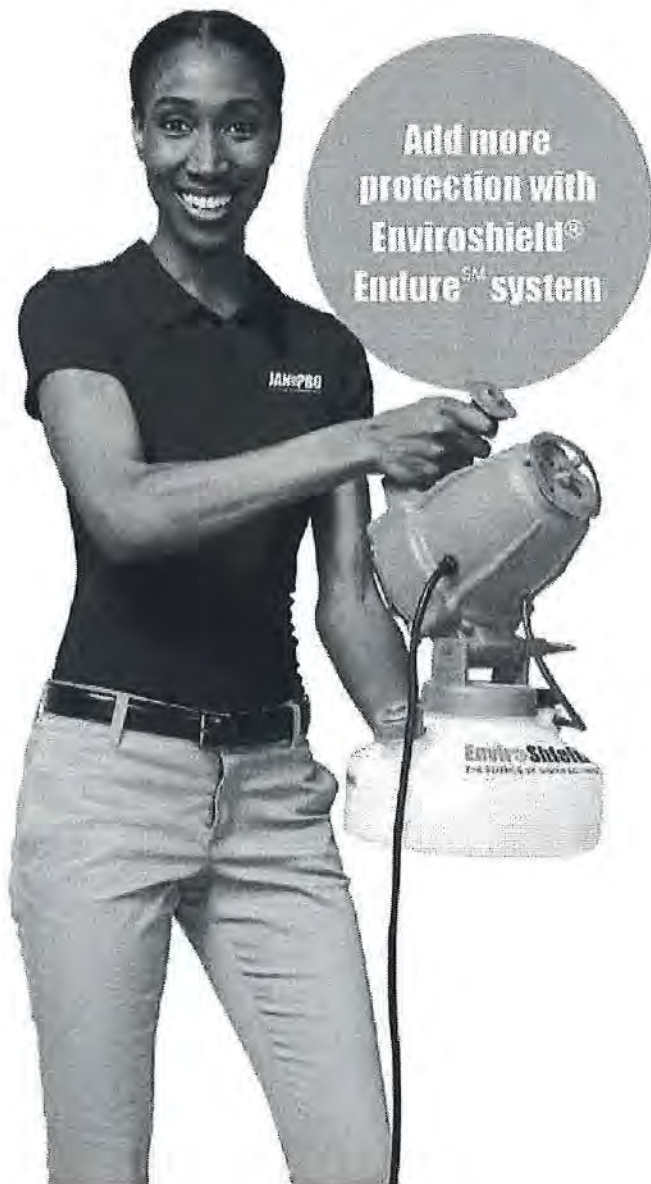
- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



ENVIROSHIELD®

Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO Cleaning & Disinfecting, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides disinfection with an eco-friendly, hospital-grade disinfectant that other systems can't reach.



How It Works

- The EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, viruses, and fungi.
- EnviroShield® equipment features an electrostatic nozzle designed for specific areas and applications.
- Electrostatic technology applies a positive charge to microscopic droplets, ensuring 100% surface contact.
- The positive charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing disinfection.

Why It Works

- EnviroShield®'s disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues when used as directed.
- It is environmentally-friendly, and won't leave behind any residue or odor.
- The unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



The level of bacteria on an elevator button is 3x higher than the amount found on public toilet seats.



Desks are 100x less hygienic than the average kitchen table yet 60% eat at their desk.

The typical worker's hands come in contact with 10 million bacteria per day. JAN-PRO's EnviroShield® system protects you from 99.9% of them.



32% of people admit to not washing their hands after using the restroom.



Touching a hand rail is like shaking hands with 10,000 people.



Nearly 22 million school days are lost each year due to the common cold.

CLEANING AGREEMENT

JANITORIAL SERVICE AGREEMENT

1. This Agreement is made with City of Fairview ("CLIENT"), for the purposes of outlining the general terms and conditions under which the Jan-Pro Cleaning & Disinfecting business ("SERVICE PROVIDER") will provide services to CLIENT at the location identified in Exhibit A of this Agreement. SERVICE PROVIDER is the certified franchise business owner authorized to provide services under the Jan-Pro Cleaning & Disinfecting Brand identified on the signature line below.

SERVICE PROVIDER has contracted with LTDP, Inc, Jan-Pro Franchise Development of Greater Nashville ("Service Coordinator") to provide certain administrative and support services, including invoicing and collection for services provided by SERVICE PROVIDER, and other account coordination services.

1. Services. SERVICE PROVIDER will provide the recurring services requested by CLIENT per the cleaning schedule and at the frequencies requested by CLIENT as set forth in Exhibit A. SERVICE PROVIDER may provide additional services on a per occurrence basis upon CLIENT request at rates set forth in this Agreement or otherwise negotiated between SERVICE PROVIDER and CLIENT.
2. Supplies. SERVICE PROVIDER will provide all tools and equipment, as well as all chemicals, cleaning supplies and labor to perform the services requested by CLIENT. SERVICE PROVIDER will supervise its own personnel and follow the reasonable and lawful cleaning requirements of CLIENT for any specific matters that need to be addressed at the cleaning site. CLIENT will provide all kitchen and/or restroom paper products, hand soap, trash can liners, and other consumables.
3. Payment Terms. Client will be invoiced at the beginning of each month for the recurring janitorial services, with payment terms at net 10 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts over 60 days. SERVICE PROVIDER hereby directs that CLIENT pay invoices for services delivered by SERVICE PROVIDER to Service Coordinator.
4. Term of Agreement. This Agreement begins on the first date of service specified in Exhibit A and continues for a period of one year. This Agreement automatically renews for a period of one year at the end of the then current term, unless either party gives written notice of non-renewal at least 30 days before the expiration date. Rates for Services will be fixed for the first twelve (12) months of this Agreement. Thereafter, on each anniversary date, service rates will be increased by 3%.
5. Service Excellence. Service Provider has contracted with Service Coordinator to facilitate communication of service-related issues to Service Provider and Service Coordinator also monitors service-related issues for the

purpose of ensuring protection of the Jan-Pro Cleaning & Disinfecting brand and adherence to brand standards for use of the brand.

- 6. Termination and Transfer of Service.** This Agreement may be terminated by **CLIENT** for non-performance of services only. **CLIENT** must provide written notice specifying in detail the nature of any non-performance. **SERVICE PROVIDER** will have 5 working days to cure a specific issue or 30 working days to cure a claim of general non-performance. If **SERVICE PROVIDER** is unable to cure, **CLIENT** may request in writing to Service Coordinator (with a copy to Service Provider) that the Service Coordinator find a replacement **SERVICE PROVIDER**. Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. If despite these efforts, **CLIENT** elects to terminate for non-performance, **CLIENT** will notify the **SERVICE PROVIDER** and the Service Coordinator in writing and this Agreement will terminate 30 days after the date of the notice. If Service Provider and/or Client desire to transfer service to a replacement Service Provider (even where there is no uncured non-performance), Service Coordinator will work with Service Provider and Client to transfer the account to a new Service Provider. Service Coordinator may charge Service Provider a fee for transfer services. All written notices must be timely by certified email, or email. If Service Provider ceases performing services under the account for 7 days, or otherwise abandons the account, such action will be deemed a request by Service Provider to transfer the account to a new Service Provider without compensation.

This Agreement may also be transferred to a new **SERVICE PROVIDER** upon request of the current **SERVICE PROVIDER**. Upon that request, Service Coordinator will provide notice to the **CLIENT** and facilitate the assignment of the Agreement to a new **SERVICE PROVIDER**.

- 1. Solicitation.** **CLIENT** agrees that during the term of this Agreement and for 90 days after the termination of this Agreement, Client will not solicit for services or employment (whether directly or indirectly) any Service Provider owner or employee of Service Provider who provided services to Client hereunder or any employee of Service Coordinator, unless services are provided under the Jan-Pro Cleaning & Disinfecting brand.
- 2. Payment Default.** If **CLIENT** fails to make payment under this Agreement, the Service Coordinator will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days from the date of such notice to remit all outstanding balances, after which time, the **SERVICE PROVIDER** may suspend or terminate services for non-payment without further notice. Suspension or termination on such grounds shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of suspension or termination. If **CLIENT** breaches this Agreement by non-payment, **CLIENT** shall be responsible for reimbursing **SERVICE PROVIDER** for all costs of enforcing **CLIENT's** obligations hereunder, including without limitation, lost profits and/or revenues, costs and expenses of collection, reasonable attorney fees, paralegal fees, and collection agency fees, if any. **SERVICE PROVIDER** may contract with Service Coordinator to provide collection services, the fees for which **CLIENT** will be responsible for as set forth above.
- 3. Holidays.** **CLIENT** agrees that it will not require services of **SERVICE PROVIDER** on certain federally recognized holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas; *provided however*, that if **CLIENT** requests **SERVICE PROVIDER** to provide services on such holidays, **SERVICE PROVIDER** has the sole discretion as to whether **SERVICE PROVIDER** and/or its employees will provide services on such holidays or an alternate day, without any claim of breach hereunder if **SERVICE**

PROVIDER declines. **SERVICE PROVIDER** may require an additional fee to provide services on such holidays.

4. Insurance. **CLIENT'S** insurance requirements shall be satisfied by way of **SERVICE PROVIDER** maintaining commercial general liability insurance of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, workers' compensation insurance of \$1,000,000, and janitorial bonding of \$50,000.
5. Limitation of Damages. In no event shall either party, or its directors, employees, partners, agents, suppliers, franchisor or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from the services provided by Service Provider or the conduct of Service Provider. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER, ARISING OUT OF OR RELATING TO THE CLIENT'S RECEIPT OF THE SERVICES TO BE PROVIDED HEREIN EXCEED ANY COMPENSATION CLIENT PAID TO SERVICE PROVIDER (OR ITS DESIGNEE – INCLUDING SERVICE COORDINATOR) FOR PROVIDING THE SERVICES DESCRIBED HEREIN DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO A CLAIM.
6. Choice of Law. **CLIENT** and **SERVICE PROVIDER** mutually agree that this Agreement shall be interpreted under the laws of the State of Tennessee, and that any civil action regarding this Agreement (be it filed by **CLIENT** or **SERVICE PROVIDER**) shall only be filed in the District or Circuit Courts of Franklin, TN.
7. Entire Agreement. **SERVICE PROVIDER** and **CLIENT** agree that this Agreement constitutes the full, complete, and entire understanding and agreement among them concerning their obligations and related matters discussed herein, and supersedes any and all prior negotiations, understandings or agreements. Except as otherwise specifically provided herein, any and all prior understandings and agreements between **SERVICE PROVIDER** and **CLIENT**, with respect to the subject matter of this Agreement, are merged into this Agreement.

CLEANING SCHEDULE

Day(s) of Week: Every week on Wed and Fri

Cleaning Time: During hours (8am-4:30pm)

	Daily	Weekly	Monthly
Lobby, Hallways, Reception, Offices, Conference Rooms, Courtroom:			
Vacuum high-traffic carpeted areas including mat and rugs.	X		
Empty trash cans; replace liners.	X		
Spot clean exterior of trash cans.	X		
Dust mop hard surface floors, all hard surface high-traffic areas.	X		
Spot mop hard surface floors, thoroughly mop high-traffic areas.	X		
Spot clean glass windows and doors.	X		
Clean and disinfect drinking fountains and water coolers.	X		
Disinfect all high-touch areas.	X		
Damp clean bases of tables and chairs.	X		
Thoroughly vacuum all carpeted areas including mats and rugs.		X	
Thoroughly dust mop all hard surface floors being sure to get into all corners and edges.		X	
Thoroughly damp mop all hard surface floors being sure to get into all corners and edges.		X	
Dust all horizontal surfaces including wall hangings and shelving.		X	
Spot clean wall and doors.		X	
Clean interior and exterior glass entry door.		X	
Disinfect all phones.		X	
Pull out any moveable furniture and decor to clean behind.		X	
Sweep underneath all furniture.		X	
Dust window sills and blinds.			X
Damp clean doors, door frames, baseboards.			X
High dust all surfaces not reached during regular cleaning (HVAC vents, light fixtures, door frames).			X
Break Room:			
Dust mop all hard surface floors.	X		
Damp mop all hard surface floors.	X		
Empty trash cans; replace liners.	X		
Spot clean exterior of trash cans.	X		
Clean and disinfect countertops.	X		
Clean and disinfect sinks.	X		
Clean and disinfect tables and chairs.	X		
Clean and disinfect interior of microwaves.		X	
Clean drip tray for coffee pots.		X	
Clean and disinfect exterior of all appliances.		X	

	Daily	Weekly	Monthly
Dust all horizontal surfaces.		X	
Clean and disinfect faces of cabinets.			X
Dust tops of refrigerator and cabinets.			X
Damp clean doors, door frames, baseboards.			X
High dust all surfaces not reached during regular cleaning (HVAC vents, light fixtures, door frames).			X

CLEANING SCHEDULE (cont.)

Day(s) of Week: Every week on Wed and Fri

Cleaning Time: During hours (8am-4:30pm)

	Daily	Weekly	Monthly
Restrooms:			
Sweep all hard surface floors.	X		
Damp mop all hard surface floors.	X		
Empty trash/sanitary receptacles, replace liners.	X		
Clean and disinfect fixtures, door.	X		
Clean and disinfect sinks/toilets/urinals.	X		
Replenish toiletries in restrooms as needed.	X		
Spot clean walls.		X	
Damp clean doors, door frames, baseboards.			X
High dust all surfaces not reached during regular cleaning (HVAC vents, light fixtures, door frames).			X

ADDITIONAL SERVICES UPON REQUEST

CARPET	<ul style="list-style-type: none">• Spot removal• Carpet cleaning
HARD SURFACE FLOORS	<ul style="list-style-type: none">• Burnishing• Top scrub and refinish (wax)• Strip and wax• Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	<ul style="list-style-type: none">• Vacuum partitions• Spot removal• Extraction cleaning
WINDOWS	<ul style="list-style-type: none">• Inside and outside (ground floor only)
LIGHTING	<ul style="list-style-type: none">• Cleaning lights and light fixtures• Replacing bulbs
PROCUREMENT OF SUPPLIES	<ul style="list-style-type: none">• Paper products• Hand soap• Trashcan liners• Dispensers and containers• Other consumable supplies
ENVIROSHIELD	<ul style="list-style-type: none">• \$462.00 each SNIPER application for all areas

CLIENT: City of Fairview

CLEANING LOCATION: 7100 City Center Way, Fairview, TN 37062

DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work

START DATE: TBD

REGULAR SERVICE	PRICE PER MONTH*
Regular Service (2x Per Week)	\$1,203.00
TOTAL REGULAR SERVICES	\$1,203.00

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.

CLIENT and SERVICE PROVIDER agree to the terms of this Janitorial Service Agreement.

SIGNED AND AGREED TO BY:

CLIENT: City of Fairview _____ Sig: _____ Name: _____ Title: _____ Date: _____	SERVICE PROVIDER: _____ Sig: _____ Name: _____ Title: _____ Date: _____
Address for Notices: 7100 City Center Way, Fairview, TN 37062	Address for Notices:

10 D

RESOLUTION 26-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN IMPACT PYRO INC. AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview (“Fairview”) desires to retain Impact Pyro Inc. (“Impact Pyro”) for Fairview’s July 3rd Independence Day celebration fireworks vendor; and

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

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

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

FIREWORKS DISPLAY PROPOSAL/CONTRACT

Please read this document carefully and confirm that all information is correct.
This is a binding contract. By signing this document, the signee agrees to the terms and stipulations set forth therein.

CLIENT INFORMATION

CLIENT(S): City of Fairview
RESENTING PARTY: Richard Ross
ADDRESS: 7100 City Center Way - Fairview, TN 37062
PHONE: 615-310-0255
E-MAIL: rross@fairview-tn.org

DISPLAY INFORMATION

DISPLAY: Fairview Independence Celebration DATE(S) OF DISPLAY(S): 7/3/23
TIME OF DISPLAY(S): TBD RAIN/MAKE-UP DATE: TBD
PROPOSAL NUMBER: 230703-FAIRVIEW-1.3 PROPOSAL DUE DATE: 4/10/23
TYPE OF DISPLAY(S): Aerial - City Celebration
LOCATION OF DISPLAY: 2178 Fairview BLVD - Fairview, TN 37062
DISPLAY DETAILS: Aerial - 15-20 Minutes - Up to 4" Shells

DISPLAY FEES

DISPLAY CHARGE: \$10,000.00 DEPOSIT: \$5,000.00
ADDITIONAL FEES (IF APPLICABLE): None Expected FINAL PAYMENT: \$5,000.00
TOTAL FEE (Make checks payable to **Impact Pyro, Inc.**): \$10,000.00

SPECIFIC STIPULATIONS AND PAYMENT INFORMATION: SEE PAGE 2 FOR ADDITIONAL TERMS

Deposit due with signed proposal / remainder due by date of show - See p2 for add'l info

CLIENT AGREEMENT

In witness whereof, client agrees to the specific terms (as indicated above) and to the general terms (as indicated on page 2) and requests the services of Impact Pyro, Inc.

Signature _____
Print Name _____
Date _____



FIREWORKS DISPLAY PROPOSAL/CONTRACT

The terms and policies summarized below are intended to ensure that we enter into an agreement that is mutually beneficial. Please read this information carefully and notify us of any questions or concerns prior to signing the *Client Agreement* on page 1.

GENERAL FEE / PAYMENT / CONTRACT INFORMATION

Deposit is 50% of display fee or per specific arrangements. Shows booked within a month of the event require a rush and may require additional permitting fees and full payment in advance (these situations are handled on a case-by-case basis). Please note that timely receipt of contracts, deposits and final payments are crucial for show preparation and overall business operations. Therefore, ***your show cannot be officially booked until the deposit and signed proposal/contract are received. At its discretion, Impact Pyro may rescind its offer for services if the signed proposal/contract and deposit are not returned by the proposal due date indicated on page 1. Final payments for services are due on or before the date of event.*** Final payments received 5 business days after the date of display will incur, and client agrees to pay, a late fee of 5% (of total fee), and an additional 5% (of total fee) per month (date accessed from date of show) until payment in full has been made. Other additional fees (paid to third parties) may be required in some situations (for example, if fallout occurs over an adjacent property or paid parking area). We make every effort to make sure that any additional fees are provided and understood by the client in advance. However, in rare cases, unanticipated fees may occur.

CANCELLATION / POSTPONEMENT / RAIN POLICY

As Impact Pyro incurs considerable expense in preparing for your show, ***the deposit is nonrefundable in the event of client cancellation.*** At its discretion, Impact Pyro will provide full or partial refunds due to exhibitor or mutual cancellation and/or other factors related to hazardous conditions, safety, permitting, and matters outside of its and/or the client's control. The client may postpone a show as needed and reschedule on a mutually agreed upon date. Any fees already paid by the client will be applied to the new date. Impact Pyro may charge additional fees for rescheduling the show, especially if the show is postponed with short notice before its scheduled date. If, for any reason, the customer postpones the show within 24 hours of the scheduled date of the show, a 20% additional charge (of total fee) will apply. ***Impact Pyro can fire in most weather conditions, including rain.*** If an event is weather dependent, we ask that clients watch the forecasts and make alternate plans as early as possible.

FALLOUT AREA / SECURITY

The client must provide a suitable location for Impact Pyro to perform the show. Impact Pyro will work with the client to determine the fallout area relative to the location of spectators, buildings, etc. The fallout area must be kept clear of spectators, unauthorized vehicles, and readily combustible materials during the display. Further, for aerial displays, no unauthorized persons shall be within 100 feet of the display site during setup of the display. Sufficient space must also be provided for setup of proximate displays. Security at the display site is the responsibility of the client. Although we do all in our power to keep unauthorized persons out of the setup and fallout areas, Impact Pyro does not provide security services. Failure to provide sufficient space and adequate security may result in the cancellation of the show and forfeit of the deposit if the problem cannot be effectively resolved. The client assumes responsibility for any accidents or injuries that occur due to not properly securing the setup and fallout areas. The fallout area must be kept clear after the conclusion of the show and is not open until authorized by the lead display operator.

SETUP / CLEANUP / GENERAL DISPLAY INFORMATION

Setup and site cleanup are included in the services Impact Pyro provides. Although we do our best to leave the area as we found it, the client should expect to see some leftover debris in the light of day. The client is responsible for providing a dumpster or adequate bins for Impact Pyro to use for trash after cleanup. As part of its services for each show, Impact Pyro provides liability insurance and works with and on behalf of its clients to obtain the necessary local and state permits. Impact Pyro possess all federal and state licenses related to the possession, storage, and use of fireworks. Permitting fees are generally included in the cost of your display. However, in some cases, additional permits (not included in the cost of the display) may be necessary as required by state and local municipalities and/or as required by special circumstances related to a specific display. Impact Pyro provides all pyrotechnic products and equipment as required for the discharge of fireworks. Additional equipment, provided by client, may be necessary for pyro musicals and other special events in which audio, video, or other features, not directly related to the discharge of fireworks, are included in the display.



IMPACT PYRO, INC.
P.O. BOX 989
GOODLETTSVILLE, TN 37070-0989
(615) 423-0296
impactpyro.com