

CITY OF FAIRVIEW
BOARD OF COMMISSIONERS
APRIL 16, 2015
7:00 P.M.
AGENDA

1. **Call to order by Mayor Carroll**
 - A. Prayer and Pledge
2. **Approval of the Agenda –**
3. **Citizen Comments – (Limited to the first 5 citizens to sign in and a limit of 3 minutes each). –**
4. **Awards and/or Recognitions –**
5. **Public Announcements –**
6. **Staff Comments –**
7. **Approval of the Minutes – (only needed if removed from consent agenda)**
8. **Consent Agenda Consisting of Items as Follows:**
 - A. Approval of the Minutes from the April 2, 2015 Board of Commissioners Public Hearing
 - B. Approval of the Minutes from the April 2, 2015 Board of Commissioners Meeting
 - C. Second Reading of Bill #2015-08, Ordinance No. 873, an Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Code, Article XVI, Section 16-102.5, "Building Permits" and to Authorize the Non Enforcement of 2009 International Building Code Section 105, Permits, Subsection 105.2, "Work Exempt from Permit", Sub, Building, Paragraph (1), Which has been Adopted by the City of Fairview Shall not be Enforced by the Codes Department of the City of Fairview, Tennessee and Shall be Treated as Deleted
9. **Old Business**
 - A. Discuss and/or Take Action on Potential Conflict of Interest Disclosure Document – Crutcher
10. **New Business**
 - A. Discuss and/or Take Action on Interlocal Agreement Between Williamson County, Tennessee and the City of Fairview, Tennessee for the Provision of Animal Control Services – Crutcher
 - B. Discuss and/or Take Action on Bill #2015-13, Ordinance No. 878, An Ordinance to Amend City of Fairview, Tennessee, Municipal Code, Title 5, "Municipal Finance and Taxation," Chapter 6, "Adequate Facilities Tax," Section 5-602 "Tax Established" - Johnson
 - C. Discuss and/or Take Action on Bill #2015-14, Ordinance No. 879, An Ordinance to Amend City of Fairview, Tennessee, Municipal Code, Title 5, "Municipal Finance and Taxation," Chapter 6, "Adequate Facilities Tax," Section 5-604 "Use of Tax" - Johnson
 - D. Discuss and/or Take Action on Setting/Raising Impact Fee – Johnson
 - E. Discuss and/or Take Action on Agreement for Fireworks Display - Bissell
 - F. Discuss and/or Take Action on Expiring Board Seats – Carroll
 - G. Discuss and/or Take Action on Bill #2015-12, Ordinance No. 877, an Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2014-2015 Budget (Park Fund for Mulch & Replacement Slide) – Crutcher
 - H. Discuss and/or Take Action on Broadcasting/Recording of Meetings/Workshops – Crutcher
 - I. Discuss and/or Take Action on Procedure for Board of Commissioners to Engage City Attorney - Crutcher

11. City Manager Items for Discussion –

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

12. Communications from the Mayor and Commissioners –

13. Adjournment.

8C

Bill # 2015-08

ORDINANCE NO. 873

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE XVI, SECTION 16-102.5, "BUILDING PERMITS" AND TO AUTHORIZE THE NON ENFORCEMENT OF 2009 INTERNATIONAL BUILDING CODE SECTION 105, PERMITS, SUBSECTION 105.2, "WORK EXEMPT FROM PERMIT", SUB, BUILDING, PARAGRAPH (1), WHICH HAS BEEN ADOPTED BY THE CITY OF FAIRVIEW SHALL NOT BE ENFORCED BY THE CODES DEPARTMENT OF THE CITY OF FAIRVIEW, TENNESSEE AND SHALL BE TREATED AS DELETED.

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the City of Fairview, Tennessee, needs to amend the City of Fairview, Tennessee Municipal Zoning Code, Article XVI, Section 16-102.5 "BUILDING PERMITS" to require that Section 105, Permits, Subsection 105.2, Work Exempt from permit, Sub, Building, Paragraph (1), 2009 International Building Code which has been adopted by the City of Fairview shall not be enforced by the Codes Department of the City of Fairview, Tennessee and shall be treated as deleted. The remainder of the Section shall not be so treated and will be enforced as written.

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

Fairview, Tennessee Municipal Zoning Code, Article XVI, Section 16-102.5 ", Building Permits," to require that Section 105, Permits Subsection 105.2, Work Exempt from Permit, Sub, Building, paragraph (1), 2009 International Building Code which has been adopted by the City of Fairview shall not be enforced by the Codes Department of the City of Fairview, Tennessee and shall be treated as deleted. The remainder of the Section shall not be so treated and will be enforced as written.

Article XVI, Section 16-102.5 as it presently reads is as follows:

16-102.5 Building Permits

Upon approval of a plot plan or site plan as specified in Subsections 16-103.1 or 16-103.2, a building permit for such use may be issued. A grading permit or building permit (limited to preliminary site grading and foundation construction) may be issued prior to the issuance of a building permit with an approved site plan or site utilization and reclamation plan forming the basis for such action.

Article XVI, Section 16-102.5 as amended reads is as follows:

(1). Upon approval of a plot plan or site plan as specified in Subsections 16-103.1 or 16-103.2, a building permit for such use may be issued. A grading permit or building

permit (limited to preliminary site grading and foundation construction) may be issued prior to the issuance of a building permit with an approved site plan or site utilization and reclamation plan forming the basis for such action.

(2) Fairview, Tennessee Municipal Zoning Code, Article XVI, Section 16-102.5 "Building Permits," to require that Section 105, Permits Subsection 105.2, Work Exempt from Permit, Sub, Building, paragraph (1), 2009 International Building Code which has been adopted by the City of Fairview shall not be enforced by the Codes Department of the City of Fairview, Tennessee and shall be treated as deleted. The remainder of the Section shall not be so treated and will be enforced as written.

(3) All Commercial Buildings regardless of whether new construction or renovation (the existence of any other provisions notwithstanding) shall obtain a building permit prior to the initiation of any construction.

BE IT FURTHER ORDAINED, that all the remaining provisions of the referenced articles remain as they are without any change and,

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

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

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

Planning Commission Chairman

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

March 12, 2015

Passed Second Reading

Public Hearing Held

April 2, 2015

9A

POTENTIAL CONFLICT OF INTEREST DISCLOSURE DOCUMENT

This document is prepared for the purpose of compliance with the State of Tennessee Board of Architectural and Engineering Examiners Rules of Professional Conduct between the City of Fairview, Tennessee and the Engineering Firms Griggs & Maloney, Inc., and Ragan-Smith Associates, Inc. **Specifically Section 0120-020.05 March, 2013 Revision (Conflicts of Interest). Said Section is included and made a part of this document by reference as fully as if copied therein verbatim.**

Mr. William Griggs, representing the Engineering firm, Griggs & Maloney, Inc., P.O. Box 2968, 745 South Church Street, Suite 205, Murfreesboro, Tennessee 37133, requested and was granted a request to be placed on the Agenda and address the Mayor and Board of Commissioners at the regular scheduled meeting of said Board conducted Thursday, April 2, 2015. Mr. Griggs announced that the engineering firm he represented had been requested by the Engineering firm Ragan-Smith Associates, Incorporated, 315 Woodland Street, Nashville, Tennessee 37206 relative to employment of Griggs & Maloney Incorporated by Ragan-Smith Associates, Incorporated, to assist in the design of a waste water system located on a site to be developed within the Corporate Boundaries of the City of Fairview, Tennessee known as Brownlyn Farm Subdivision.

Mr. Griggs in disclosing the proposed employment of the engineering firm Griggs & Maloney Incorporated by the Engineering firm of Ragan-Smith Associates, Incorporated for the Brownlyn Farm project requested approval of the Board of Commissioners to acknowledge his disclosure of the proposed employment and approval of the said agreement because Griggs & Maloney Incorporated Griggs & Maloney Incorporated is currently employed by the City of Fairview, Tennessee as the Engineering firm of the said City. Mr. Griggs proceeded to disclose the nature and scope of the employment of the Engineering firm of Griggs and Maloney, Incorporated, by the Engineering firm of Ragan-Smith Associates, Incorporated to be as follows:

1. The Engineering Firm of Griggs & Maloney, Incorporated will be employed by the Engineering firm of Ragan-Smith Associates, Incorporated, for the sole and exclusive purpose of either design or assisting with the design and construction of a waste water system on the Brownlyn Farms Subdivision site located within the corporate boundaries of the City of Fairview, Tennessee. Any and all fees for this employment will be paid to the Engineering Firm of Griggs & Maloney, Incorporated, by the Engineering firm of Ragan-Smith Associates, Incorporated.

The City of Fairview, Tennessee will not participate in this project in any form or manner.

2. The Engineering Firm of Griggs & Maloney, Incorporated will also continue to be employed by the City of Fairview, Tennessee to provide all engineering services it normally provides as the City Engineering firm to and for the City of Fairview, Tennessee.

Based upon this disclosure by Mr. William Griggs, representing Griggs & Maloney Incorporated, the City of Fairview, Tennessee Mayor and Board of Commissioners finds as follows:

1. Since the City of Fairview, Tennessee does not offer water and sewer services to the citizens of Fairview, Tennessee, this entire service is provided to the citizens of Fairview, Tennessee by the Water Authority of Dickson County, Tennessee.
2. Upon completion of the herein referenced waste water system, the operation, maintenance, etc., of the facility will be the sole and exclusive duty of the Water Authority of Dickson County, Tennessee.
3. The City of Fairview, Tennessee will have no responsibility nor will it in any method, way or manner approve any drawings, plans, be consulted relative to methods, participate in any completion of construction discussions or have any involvement in the herein referenced waste water system for the Brownlyn Farms site.
4. Based upon the three(3) above findings, the Mayor and Board of Commissioners of the City of Fairview, Tennessee affirmatively finds that the proposed employment agreement herein detailed in this document by and between the engineering Firms of Griggs & Maloney, Incorporated and Ragan-Smith Associates, Incorporated., does not constitute a conflict of interest between the two (2) Engineering firms and the City of Fairview, Tennessee and for the City's interest approves and agrees with the employment hereto for requested by Mr. William Griggs of Griggs & Maloney, Incorporated by Regan-Smith Associates, Incorporated , to perform the herein referenced tasks relative to the waste water system as agreed between the parties. The City of Fairview, Tennessee is not and has never been a party to that agreement or contract.

Approved by the City of Fairview, Tennessee, This the _____ day of _____, 2015.

Mayor

Attest

City Recorder
Approved as to Form:

City Attorney

I certify that I have the Authority to Execute this Document on behalf of Griggs & Maloney, Incorporated.

BY:

Name Title Date

I certify that I have the Authority to Execute this Document on behalf of Regan-Smith, Incorporated.

BY:

Name Title Date

10A

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE,
AND THE CITY OF FAIRVIEW, TENNESSEE**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is made and entered into pursuant to Tennessee Code Annotated, Section 12-9-101, et. seq., by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter "County"), and the **CITY OF FAIRVIEW**, (hereinafter "City"), to establish the terms, responsibilities and financial obligations of the parties for the provision of animal control services ("Services").

RECITALS

WHEREAS, Williamson County, Tennessee and the City of Fairview have the authority, pursuant to Tenn. Code Ann. §12-9-104, to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, Williamson County, Tennessee, through its Animal Control Department, ("Department"), provides important animal control services to the citizens of Williamson County pursuant to the authority granted by Tenn. Code Ann. §5-1-120; and

WHEREAS, Williamson County currently provides animal control services within the City of Fairview;

WHEREAS, the City finds that it is imperative that animal control services be available to its citizens and has agreed to pay the County a pro rata fee based on the City's population; and

WHEREAS, County and City have determined it to be in the best interest of the parties' respective citizens to enter into this Interlocal Agreement to combine resources to provide the Services:

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **Purpose of Agreement.** The County provides animal control services within the City's jurisdiction that lies within Williamson County and in return, the City agrees to reimburse the County for its pro-rata share of the total cost of providing the services.
- II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible prior to the execution of this Agreement.
- III. **Animal Control Services.** The County shall employ, or cause to be employed, such personnel as it deems appropriate and sufficient to provide the Services within both the County's and City's

jurisdiction. Such personnel shall be County employees and shall be subject to the supervision and control of such persons as the County may from time to time designate. Such personnel shall be paid a salary by the County and shall receive such other benefits and perquisites of employment as is customary of other County employees. It is the intent of the parties that such personnel shall be subject to the rules, regulations, and conditions of employment as are customary with other employees of the County.

IV. Compensation.

- a. City shall pay the County for the provision of Services an amount to be established on an annual basis to be paid by the City no later than June 30th of the fiscal year in which the Services are to be provided. The amount shall be established by taking the operating portion of the current total fiscal year animal control budget and allocating the operating portion of the total budget based on the individual Cities population from the last federal census.
- b. For the fiscal year 2015-2016, the City shall pay to the County \$11,023.24. The City's population from the last federal Census was 7,720 which is 4.2144% of the total County population of 183,182. The City's portion of the total animal control budget is calculated by multiplying City's population percentage by the total budget (\$1,046,248.00) which is approximately \$44,093 and then multiplying the actual amount by the operating portion of the budget of 25% which equals the sum of \$11,023.24.
- c. The City shall pay to the County \$11,023.24 in full no later than June 30, ²⁰¹⁶ ~~2015~~ for the provision of the Services for the 2015-2016 fiscal year. The annual fee shall be calculated on an annual basis and shall be provided to the City of Fairview no later than March 31 of each year. The annual fee shall be due no later than June 30 of the fiscal year in which the services will be provided. The annual fee rate increase shall not exceed 5% of the previous year fee except for years in which a special census was completed.

- V. **Term.** The initial term of this Agreement shall be for a period of fifteen months beginning on April 1, 2015 and shall continue until June 30, 2016. This Agreement shall be automatically renewed for additional one year terms beginning on July 1 of each subsequent year and continuing until June 30 of the following year unless either party provides a minimum of ninety days' written notice to the other party prior to the automatic Renewal Date of its intent to terminate the agreement. Alternatively, the parties may enter into a new agreement at any time to supersede this Agreement.

- VI. **Termination - Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have fourteen calendar days from the receipt of the notice to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may terminate this Agreement. Such termination shall not relieve the breaching party of any damages sustained by the non-breaching party. Termination of this Agreement by the non-breaching party for any breach by the breaching party shall be in addition to any other remedies available for such breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other available remedy, including without limitation, injunctive relief and/or money charges.

VII. Notices. All notices under this Lease shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Williamson County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

To: City of Fairview
Attn: City Manager
7100 City Center Circle
P.O. Box 69
Fairview, TN 37062

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

VIII. MISCELLANEOUS.

- a. Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.
- b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- c. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- d. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- e. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.
- f. Assignment. The rights and obligations of this Agreement are not assignable.
- g. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

- h. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- i. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

ATTEST:

CITY OF FAIRVIEW

BY: _____

BY: Patti L. Carroll, City Mayor

DATE: _____


APPROVED AS TO FORM AND LEGALITY:

City of Fairview Attorney

ATTEST:

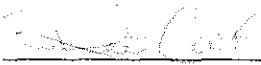
WILLIAMSON COUNTY, TENNESSEE

BY: _____

 BY: Rogers Anderson, County Mayor

DATE: _____

APPROVED AS TO FORM AND LEGALITY:



Williamson County Attorney

10 B

Bill # 2015-13

ORDINANCE NO. 878

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL
CODE, TITLE 5, "MUNICIPAL FINANCE AND TAXATION," CHAPTER 6,
"ADEQUATE FACILITIES TAX," SECTION 5-602 "TAX ESTABLISHED."

**COMPLETE DRAFT OF ORDINANCE
WILL BE FORWARDED TO THE
BOARD OF COMMISSIONERS
WHEN READY.**

10 C

Bill # 2015-14

ORDINANCE NO. 879

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL CODE, TITLE 5, "MUNICIPAL FINANCE AND TAXATION," CHAPTER 6, "ADEQUATE FACILITIES TAX," SECTION 5-604 "USE OF TAX."

**COMPLETE DRAFT OF ORDINANCE
WILL BE FORWARDED TO THE
BOARD OF COMMISSIONERS
WHEN READY.**

10E

CONTRACT FOR FIREWORKS TO FOLLOW
VIA EMAIL EARLY NEXT WEEK.

Board Seats Expiring in 2015

Planning Commission

Mitch Dowdy – expiring 6-30-15

Board of Zoning Appeals

Larry Richards – expiring 6-30-15

Industrial Development Board

John Hall – expiring 6-30-15

Beer Board

Richard Biggs – expiring 6-30-15

Park Commission

Richard Edmonson – expiring 6-30-15

Jack Cannon – expiring 6-30-15

Tree Board

Jack Cannon – expiring 6-30-15

Jane Woodall – expiring 6-30-15

Board of Adjustments & Appeals

James Beata, Jr. – expiring 6-19-15

Lacy Chivers – expiring 6-19-15

Wayne Lowman – expiring 6-19-15

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Bill # 2015-12

ORDINANCE NO. 877

**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW,
TENNESSEE, BUDGET FOR FISCAL YEAR 2014 – 2015 BUDGET**

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Budget for Fiscal Year 2014 - 2015 (beginning July 1, 2014 and running through June 30, 2015) should be amended to reflect the final expenditures for the Fiscal Year, and:

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2014 – 2015 budget by passage of Ordinance Number 840 on June 30, 2014, and

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

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

NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2014-2015 BUDGET AS FOLLOWS:

Section 1. Ordinance 840 is hereby amended to approve monies from the Park Fund for mulch and replacement slide.

General Fund

Transfer From

Account #	Current Balance	Transfer Amount	New Balance
110-11227	\$189,595.77	\$ 4,000.00	\$185,595.77

Expenditures

Account #	Current Budget	Amendment Amt	New Budget Amt
110-44700-265	\$ 10,000.00	\$ 4,000.00	\$ 14,000.00

Section 2. The Financial Officer is hereby authorized to make said changes in the accounting system.

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of

competent jurisdiction; such holding will not affect any other portion of this Ordinance.

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

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading
