

**CITY OF FAIRVIEW
BOARD OF COMMISSIONERS**

MAY 7, 2020

7:00 P.M.

AGENDA

- 1. Roll Call**
- 2. Call to Order**
- 3. Prayer and Pledge**
- 4. Approval of Agenda and Executive Session Announcements**
- 5. Public Hearing(s)**
- 6. Citizen Comments** (Limited to the first 5 citizens to sign in and a limit of 3 minutes each)
- 7. Public Announcements, Awards and Recognitions**
- 8. Staff Comments and Monthly Reports**
 - A. Police Report
 - B. Fire Report
 - C. Public Works Report
 - D. City Manager Report
- 9. Consent Agenda** (Any Item May be Removed for Individual Consideration)
 - A. Minutes from the April 16, 2020, Board of Commissioners Meeting
 - B. Second and Final Reading of Ordinance 2020-04, Municipal Code Amendment for Requirements for the Elected Court Clerk
 - C. Second and Final Reading of Ordinance 2020-05, Municipal Code Amendment for Municipal Court Judge Qualifications
 - D. Second and Final Reading of Ordinance 2020-06, Municipal Code Amendment to Re-order Code Sections Related to Municipal Court Judge Compensation
 - E. Second and Final Reading of Ordinance 2020-07, Municipal Code Amendment to establish an Individual Code Section for Court Records
 - F. Second and Final Reading of Ordinance 2020-08, Municipal Code Amendment to establish an Individual Code Section for Court Dockets
 - G. Second and Final Reading of Ordinance 2020-09, An Ordinance to Amend Title 11, Chapter 8, Section 11-805, of the City of Fairview Municipal Code (Wearing Masks)
- 10. Old Business**
- 11. New Business**
 - A. Resolution 10-20, A Resolution on Utilizing Funds Allocated by State of Tennessee for Local Government Finance Grants
 - B. Resolution 11-20, A Resolution Requesting the Fairview, Tennessee Municipal Election be Held in Conjunction with the November 3, 2020, Presidential Election
 - C. Contract with ELS for Independence Day Celebration
 - D. Ordinance 2020-10, An Ordinance to Amending the City of Fairview's Reserve Fund Outlined in the City's Fund Balance Policy
 - E. Ordinance 2020-11, An Ordinance of the City of Fairview, Tennessee, Adopting the Budget and Tax Rate for the Fiscal Year Beginning July 1, 2020, and Ending June 30, 2021
 - F. Expiring Board Seats
- 12. Communications from the Mayor and Commissioners**
 - A. Commissioner
 - B. Commissioner

- C. Commissioner
- D. Vice Mayor
- E. Mayor

13. Adjournment

ORDINANCE NO. 2020-04



AN ORDINANCE TO AMEND TITLE 3, CHAPTER 3, SECTION 3-3-3 OF THE CITY OF FAIRVIEW MUNICIPAL CODE FOR THE PURPOSE OF CHANGING THE LANGUAGE REGARDING COURT RECORDS, COURT DOCKETS, AND THE CITY COURT CLERK.

WHEREAS, Title 3, Chapter 3, Section 3-301, of the City of Fairview municipal code currently reads as follows:

"Records; docket; city clerk. The city does not elect, as permitted by the laws of the State of Tennessee, to require the city court clerk to be elected. The city manager shall have the duty of maintaining all records of the city court in accordance with applicable laws. The city manager may employ on behalf of the city a person to assist him in this function and such person shall be designated as city court clerk. The board of commissioners shall require proper maintenance of the docket of the city court and other records of the court. Subject to general law and the authority of the city judge(s), the board shall fix the regular time for holding court."; and

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

BE IT ORDAINED, that Title 3, Chapter 3, Section 3-301, is hereby amended to read as follows:

Municipal court clerk. The municipal court clerk shall be a full-time elected position of the City of Fairview whose term shall be concurrent with the Williamson County court clerks. The qualifications for the office of Municipal Court Clerk are that the court clerk must be a resident of Williamson County, must be at least twenty-one (21) years of age and must be a qualified voter.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

ORDINANCE NO. 2020-05

9C

AN ORDINANCE TO AMEND TITLE 3, CHAPTER 2, SECTION 3-202 OF THE CITY OF FAIRVIEW MUNICIPAL CODE REGARDING QUALIFICATIONS FOR THE MUNICIPAL COURT JUDGE.

WHEREAS, Title 3, Chapter 2, Section 3-202, hereby reads as follows:

“The city judge shall be a resident of the County of Williamson one year and a resident of Tennessee five years immediately preceding his or her election, at least 30 years old, and licensed to practice law in Tennessee.” And,

WHEREAS, City of Fairview Resolution 01-20, specifies the qualifications for the Fairview City Judge with concurrent general sessions jurisdiction for criminal offenses as follows:

“Licensed to practice law in the state of Tennessee, at least 30 years of age and a resident of the jurisdiction where they serve.”

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

BE IT ORDAINED, that Title 3, Chapter 2, Section 3-202, is hereby amended to read as follows:

Qualifications. Licensed to practice law in the state of Tennessee, at least 30 years of age and a resident of the jurisdiction where they serve

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

ORDINANCE NO. 2020-06



AN ORDINANCE TO AMEND TITLE 3, CHAPTER 2, SECTION 3-205, CITY OF FAIRVIEW MUNICIPAL CODE REGARDING SALARY FOR MUNICIPAL COURT JUDGE.

WHEREAS, Title 3, Chapter 2, Section 3-205, Paragraphs (1) and (2) specify salary for the municipal court judge effective August 1, 2006; and

WHEREAS, the City of Fairview board of commissioners has amended the City of Fairview Municipal Code to include Title 1, Chapter 6, Section 6-103, entitled "General Sessions Court Judge Compensation", and that Section is effective January 1, 2021; and

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

BE IT ORDAINED, that Title 3, Chapter 2, Section 3-205, is hereby amended to include Paragraph (3) which shall read as follows:

"(3) Paragraphs (1) and (2) of this Section shall expire on December 31, 2020. After which, all matters regarding compensation of the City Judge, with or without concurrent general sessions jurisdiction, shall be governed by and within Title 1, Chapter 6, of the City of Fairview municipal code."

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

ORDINANCE NO. 2020-07

9E

**AN ORDINANCE TO CREATE TITLE 3, CHAPTER 3, SECTION 3-3-3
THE CITY OF FAIRVIEW MUNICIPAL CODE REGARDING MUNICIPAL
COURT RECORDS.**

WHEREAS, Title 3, Chapter 3, Section 3-303, of the City of Fairview municipal code regarding court records is necessary to be created; and

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

BE IT ORDAINED, that Title 3, Chapter 3, Section 3-303, entitled "Records" is hereby created and shall read as follows:

Records. The municipal court clerk shall have the duty of maintaining all records of the municipal court, whether or not the municipal court has concurrent general sessions jurisdiction, in accordance with all applicable local, state and federal rules, procedures, guidelines, ordinances and laws. The municipal court clerk shall have the duty to ensure that any and all receipts, uses, transmissions, reporting and safeguarding of all municipal court records are done in accordance with all applicable local, state and federal rules, procedures, guidelines, ordinances and laws.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

ORDINANCE NO. 2020-08



AN ORDINANCE TO CREATE TITLE 3, CHAPTER 3, SECTION 3-304 OF THE CITY OF FAIRVIEW MUNICIPAL CODE REGARDING MUNICIPAL COURT DOCKETS.

WHEREAS, Title 3, Chapter 3, Section 3-304, of the City of Fairview municipal code regarding court dockets is necessary to be created; and

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

BE IT ORDAINED, that Title 3, Chapter 3, Section 3-304, entitled "Dockets" is hereby created and shall read as follows:

Dockets. (1) The municipal court clerk shall have the duty of the proper maintenance of the city's court docket. The city manager shall have the authority to hire a court staff to assist the court clerk in the administration of the court docket and the functions of the court.

(2) The city judge shall have the authority to establish court dates. There shall be a minimum of twenty-four (24) court sessions each calendar year, including at least one court date each month. In November of each year the city court judge shall establish the court dates for the subsequent calendar year. Court dates for each calendar year shall be posted by the court clerk prior January 1 of each calendar year. The city judge shall have the authority to add court dates, as needed, and shall also have the authority to cancel scheduled court dates if such cancellations are in the best interest of all participants of the court or as directed to do so by a higher court.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

9G

AN ORDINANCE TO AMEND TITLE 11, CHAPTER 8, SECTION 11-805 OF THE CITY OF FAIRVIEW MUNICIPAL CODE.

WHEREAS, Title 11, Chapter 8, Section 11-805, of the City of Fairview municipal code, entitled "Wearing masks" currently reads as follows:

"Wearing masks. It shall be unlawful for any person to appear on or in any public way or place while wearing any mask, device, or hood whereby any portion of the face is so hidden or covered as to conceal the identity of the wearer. The following are exempted from the provisions of this section:

- (1) Children under the age of ten (10) years.
- (2) Workers while engaged in work wherein a face covering is necessary for health and/or safety reasons.
- (3) Persons wearing gas masks in civil defense drills and exercises or emergencies
- (4) Any person having a special permit issued by the city recorder to wear a traditional holiday costume."

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

BE IT ORDAINED, that Title 11, Chapter 8, Section 11-805, in its entirety, is hereby REPEALED, and shall be marked within the Fairview Municipal Code as RESERVED.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 10-20



A RESOLUTION OF THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS APPROVING THE PROJECTS LIST FOR THE FY 2021 GOVERNOR'S LOCAL GOVERNMENT SUPPORT GRANT AND AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION FOR THE GRANT FUNDS.

WHEREAS, Tennessee Public Chapter No. 651, Title III-22, Items 10.33-34 established the Governor's Local Government Support Grants which provides funding that local governments may request, and

WHEREAS, the City of Fairview is in need of funding for a proposed project(s) that meets all of the requirements of Tennessee Public Chapter No. 651, Title III-22, Items 10.33-34, and

WHEREAS, The City of Fairview is requesting \$31,000 for a project in the spending category of Information Technology, and

WHEREAS, The City of Fairview is requesting \$35,000 for a project in the spending category of Capital Maintenance, and

WHEREAS, The City of Fairview is requesting \$162,594 for projects in the spending category of Public Safety, and

WHEREAS, it is agreed that the City of Fairview will comply with the Terms of Agreement prescribed by the State Department of Finance and Administration, and

WHEREAS, the City of Fairview hereby authorizes its mayor to submit the application to the State Department of Finance and Administration, and

WHEREAS, it will be necessary to budget a total of \$200,000 in additional funds in the general fund, and

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

The Board of Commissioners of the City of Fairview, Tennessee, requests the State Department of Finance and Administration for initial approval of these projects to fund information technology improvements, capital maintenance, and public safety equipment in accordance with the provisions of Tennessee Public Chapter No. 651, Title III-22, Items 10.33-34. A list of expenditures included in this project on behalf of the City of Fairview is attached.

Approved and adopted this _____ day of _____, 2020.

Mayor

Attest:

City Recorder

APPROVED AS TO FORM:

City Attorney

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 11-20



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

WHEREAS, The Presidential Election is scheduled for Tuesday, November 3, 2020, and,

WHEREAS, It is in the best interest of the citizens of the City of Fairview, Tennessee to have the Municipal Election for the City of Fairview, Tennessee conducted on the same date, Tuesday, November 3, 2020 and,

WHEREAS, the Administrator of Elections for Williamson County, Tennessee must have a Resolution from the Board of Commissioners for the City of Fairview, Tennessee relative to the said election and the Board of Commissioners for the City's desire to have the City of Fairview, Tennessee, Municipal Election conducted in conjunction with the Presidential Election to be conducted Tuesday, November 3, 2020.

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

1. The Municipal Election for the City of Fairview, Tennessee, shall be conducted in conjunction with the Tuesday, November 3, 2020, Presidential Election.
2. The Newspaper for the publication of the required legal election notices is the Fairview Observer.
3. The City of Fairview, Tennessee, **Offices to be elected are Four (4) Members of the Board of Commissioners of the City of Fairview, Tennessee.** The qualifications for these offices are those required for election to the Office of Commissioner and are listed in the City of Fairview, Tennessee Charter Section C-20, Article 6-20-103 which states as follows: "A qualified voter of the city, other than a person qualified to vote based only on nonresident ownership of real property under §6-20-106(b), shall be eligible for election to the office of commissioner." Persons seeking to be elected to either of these Offices must not be prohibited from holding public office under any of the provisions of T.C.A. §8-18-101 those provisions are as follows: "All persons eighteen (18) years of age or older who are citizens of the United States and of this state, and have been inhabitants of the state, county, district, or circuit for the period required by the constitution and laws of the state, are qualified to hold office under the authority of this state except:

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

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

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

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

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

4. It is understood and accepted by the City of Fairview, Tennessee that the qualifying deadline for both offices will be Thursday, August 20, 2020, at 12:00 Noon. Qualifying petitions will be available for candidates for these offices to obtain Monday, June 22, 2020.

5. One unexpired term will be elected on this election cycle. The election for the unexpired term will be a single and separate election. The candidate receiving the highest number of votes in this election will be elected to a two (2) year term.

6. The election for the remaining three (3) seats will be a single election in which the election winners will determined and seated as follows:

The candidate receiving the highest number of votes will be seated to a four (4) year term. The candidate receiving the second-highest number of votes will be seated to a four (4) year term. The candidate receiving the third-highest number of votes will be seated to a two-year term.

7. The election(s) structure and candidate seating described in (5) and (6) above are in accordance with City of Fairview Resolution 29-17, and HB 2637 and SB 2490 adopted by the Tennessee General Assembly and signed into law by Governor Haslam on May 3, 2018

8. The City Attorney of the City of Fairview, Tennessee is authorized to communicate this Resolution regarding the City of Fairview, Tennessee, Municipal Election to be held in conjunction with the Tuesday, November 3, 2020, State of Tennessee General Election and is instructed to deliver a certified copy of this Resolution to the Williamson County Election Commission (Administrator of Elections) within Seven (7) days of its adoption.

Adopted this the _____ day of _____, 2020.

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY



ELS
EXTREME LIGHTING & SOUND



1367 Fairview Boulevard, Fairview, TN 37062
Phone: 615-266-5236 Fax: 615-266-5241
admin@extremelightingandsound.com

EVENT PRODUCTION SERVICES AGREEMENT

This Contract for Services is made effective as of April 15, 2020, by and between City of Fairview, TN ("COF") of 7100 City Center Way, Fairview, Tennessee 37062, and Extreme Lighting & Sound, LLC ("ELS") of 1367 Fairview Blvd, Fairview, Tennessee 37062.

1. DESCRIPTION OF SERVICES. Beginning on April 15, 2020, ELS will provide to COF the following services (collectively, the "Services"):

Event planning and all production services for the musical entertainment portion of the City of Fairview July 3rd Celebration on 07/03/2020. This includes labor, stage power distribution, rigging, lighting, audio, and video as required by our design and at our sole discretion. COF shall provide Artist booking and relations, & payments to artists as well as staging, stage banners, power generation and cabling with cable ramps and installation as required. Grounds keeping and clean-up after the show shall be the responsibility of COF.

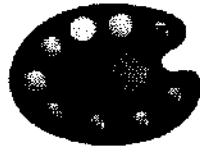
2. PAYMENT. Payment shall be made to Extreme Lighting & Sound, LLC, Fairview, Tennessee 37062, in the amount of \$7,500.00 upon completion of the services described in this Contract.

It shall be understood that this is an outdoor production and will go on "rain or shine". In the event this show is not presented because of inclement weather or other safety concerns, and ELS and Artists are present and ready to perform, COF must pay ELS in full regardless.

In addition to any other right or remedy provided by law, if COF fails to pay for the Services when due, ELS has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies. COF shall pay all costs of collection, including without limitation, reasonable attorney fees.

3. TERM. This Contract will terminate automatically upon completion by ELS of the Services required by this Contract.

4. CONFIDENTIALITY. ELS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ELS, or divulge, disclose, or communicate in any manner, any information that is proprietary to COF. ELS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by COF of these confidentiality obligations which allows ELS to disclose COF's confidential information to a third party



ELS

EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062

Phone: 615-266-5236 Fax: 615-266-5241

admin@extremelightingandsound.com

will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

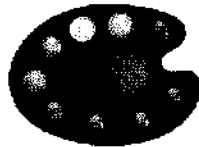
5. WARRANTY. ELS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ELS's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to ELS on similar projects.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written or, in the case of inclement weather, a safety issue, or other sudden or unforeseen event, verbal notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.



ELS

EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062

Phone: 615-266-5236 Fax: 615-266-5241

admin@extremelightingandsound.com

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

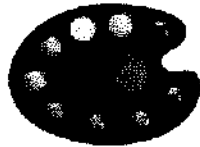
13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Tennessee.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

16. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

17. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.



ELS

EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062

Phone: 615-266-5236 Fax: 615-266-5241

admin@extremelightingandsound.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Brandy Johnson, City Recorder or other authorized party for City of Fairview, TN, and Glenn Grundberg, SrVP/COO for Extreme Lighting & Sound, LLC, effective as of the date first above written.

Service Recipient:
City of Fairview, TN

By: _____

Print Name: _____

Service Provider:
Extreme Lighting & Sound, LLC

By: _____

Glenn Grundberg

ORDINANCE NO. 2020-10



AN ORDINANCE AMENDING THE CITY OF FAIRVIEW'S RESERVE FUNDS AS OUTLINED IN THE CITY'S FUND BALANCE POLICY.

WHEREAS, the City of Fairview desires to preserve its financial stability by maintaining a healthy and reasonable reserve fund, and

WHEREAS, the City of Fairview meets its current reserve fund policy and believes that additional reserves should be maintained so that the city can mitigate unforeseen financial hardships while maintaining city services, and

WHEREAS, Title 1, Chapter 6, Section 6-101(6) currently reads as follows:

"Reserve Funds. Effective July 1, 2020, and every day thereafter there shall be an amount equal to ten (10) percent of the city's general fund operating budget (excluding restricted funds and committed funds) held in reserve in a Local Government Investment Pool (LGIP) account. The ten (10) percent reserve account and fund balance shall not be included in any operating budget or be used generally to balance the operating budget. Any necessity to access any portion of the reserve fund for any purpose shall be reported to the board of commissioners no later than the next regularly scheduled meeting of the board of commissioners after the need to access reserve funds has been recognized. Any use of any portion or amount of the city's reserve funds shall be approved by resolution of the board of commissioners prior to the use of said funds and the resolution shall state the purpose or necessity to utilize the reserve funds, the amount to be utilized, and the plan to replenish and restore the fund to ten (10) percent of the city's general fund operating budget."

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

That Title 1, Chapter 6, Section 6-101 (6), is hereby amended to read as follows:

"Reserve Funds. Effective July 1, 2021, there shall be an amount equal to eleven (11) percent of the city's general fund operating budget (excluding restricted use funds and accounts) held in reserve in a Local Government Investment Pool (LGIP) account. Beginning July 1, 2022, and effective through July 1, 2030, the city's reserve shall increase by one (1) percent of the city's general fund operating budget (excluding restricted use funds and accounts) such that beginning July 1, 2030, and effective every day thereafter, the city's reserve fund balance shall be equivalent to not less than twenty (20) percent of the city's most recently adopted general fund operating budget. The reserve account and its fund balance shall not be included in any operating budget or be used generally to balance the operating budget. Any necessity to access any portion of the reserve fund for any purpose shall be reported to the board of

commissioners no later than the next regularly scheduled meeting of the board of commissioners after the need to access reserve funds has been recognized. Any use of any portion or amount of the city's reserve funds shall be approved by resolution of the board of commissioners prior to the use of said funds. The resolution shall state the purpose or necessity to utilize the reserve funds, the amount to be utilized, and the plan to replenish and restore the reserve fund to it's mandated percentage of the city's general fund operating budget."

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

ORDINANCE No. 2020-11



AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, ADOPTING AN ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Commissioners has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FAIRVIEW, TENNESSEE, AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2021, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

SECTION 2: At the end of the fiscal year 2021, the governing body estimates fund balances or deficits as follows:

General Fund	\$2,066,418
State Street Aid	\$52,700
Drug Enforcement Fund	\$72,550

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

General Fund	\$2,400,000
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SECTION 4: During the coming fiscal year (2021) the governing body has pending and planned capital projects with proposed funding as follows:

The Highway 100 Sidewalk Project and the Cumberland Drive Intersection Project, both funded through state and federal resources; American's with Disabilities Act (ADA) accessibility improvements funded by grant and general fund sources; Roadway improvements funded through state and general fund sources; Technology improvements funded through grant and general fund sources.

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund in an amount of up to \$10,000 by the City Manager, subject to such limitations and procedures as set by the Board of Mayor and Aldermen pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$0.08765 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2020, the public welfare requiring it.

Passed 1st Reading: _____

Public Hearing Held: _____

Passed 2nd Reading: _____

Mayor

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

CITY OF FAIRVIEW

EXPIRING BOARD SEATS
AS OF 6-30-2020



PLANNING COMMISSION:

- 3 Citizen seats expiring 6-30-2020 (seats currently held by Brandon Butler, Sam Cali and Mike Anderson)

BOARD OF ZONING APPEALS:

- 2 Citizen seats expiring 6-30-2020 (seats currently held by Ricky Campbell and 1 unfilled seat)

PARKS AND LANDSCAPE BOARD:

- 1 Citizen seat expiring 6-30-2020 (seat currently held by John White)