

**CITY OF FAIRVIEW
BOARD OF COMMISSIONERS**

JUNE 6, 2019

7:00 P.M.

AGENDA

- 1. Roll Call**
- 2. Call to Order**
- 3. Prayer and Pledge**
- 4. Approval of Agenda and Executive Session Announcements**
- 5. Public Hearing(s)**
 - A. Item 10B, Section 8 (Tax Rate)
 - B. Item 10B (Budget)
- 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**
 - A. Dairy Month Proclamation
- 8. Staff Comments and Monthly Reports**
 - A. **Police Chief**
 - B. **Fire Chief**
 - C. **Public Works**
- 9. Consent Agenda** (Any Item May be Removed for Individual Consideration)
 - A. Minutes from the May 16, 2019 Board of Commissioners Meeting
 - B. Second and Final Reading of Ordinance 2019-09, An Ordinance of the City of Fairview, Tennessee, Amending the Previously Adopted Annual Budget for the Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019
 - C. Second and Final Reading of Ordinance 2019-10, An Ordinance of the City of Fairview, Tennessee, Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020
- 10. Old Business**
- 11. New Business**
 - A. Event Production Services Agreement with Extreme Lighting and Sound for the 2019 Independence Day Celebration
 - B. Special Event Beer Permit for Jingo Market for Independence Day Celebration, July 3, 2019
 - C. Appoint BOZA Open Seat
 - D. Resolution 17-19, A Resolution of the City of Fairview, Tennessee, Designating a Vehicle, or Vehicles, and/or Equipment as Surplus, Authorizing the Disposal of Said Vehicle(s) and Equipment, and Designating the Auction or Sale Proceeds from Surplus Items
 - E. Resolution 18-19, A Resolution of the City of Fairview, Tennessee, Board of Commissioners Authorizing the Mayor to Execute the Annual Interlocal Agreement Between Williamson County and the City Regarding the Fairview Health Clinic
 - F. Ordinance 2019-12, An Ordinance of the City of Fairview, Tennessee, to Amend the Zoning Ordinance as it Pertains to Article VII "Supplemental Design Provisions", Section 7-101 "Development Standards for Multi-Family Dwellings", Subsection 1 "Purpose".

- G. Ordinance 2019-13, An Ordinance of the City of Fairview, Tennessee, to Amend the Zoning Ordinance as it Pertains to Article VII "Supplemental Design Provisions", Section 7-101 "Development Standards for Multi-Family Dwellings", Subsection 5H "Mail Delivery".
- H. Ordinance 2019-14, An Ordinance of the City of Fairview, Tennessee, to Amend the Zoning Ordinance as it Pertains to Article VIII "Commercial District Regulations", Sections 8-104 "CG – Commercial General" and 8-107 "CMU – Commercial Mixed Use" Subsection 2 "Uses Permitted with Supplemental Provisions".
- I. Ordinance 2019-15, An Ordinance of the City of Fairview, Tennessee, to Amend the Zoning Ordinance as it Pertains to Article VI "Residential District Regulations", Section 6-105 "Purpose and Intent of RS-40 – Single Family Residential Districts", Subsection 5 "Bulk Regulations".
- J. Addendum E to the Interlocal Agreement Between Williamson County, Tennessee and the City of Fairview for the Provision of Periodic Road Work and Maintenance to Municipal Roads

12. Communications from the Mayor and Commissioners

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

13. Adjournment

7A

CITY OF FAIRVIEW PROCLAMATION

DAIRY MONTH

WHEREAS dairy farmers have contributed to the development and well-being of Fairview since the earliest formation of Williamson County.

WHEREAS, the dairy industry is a major industry in Williamson County and a significant contribution to the economy of our county.

WHEREAS, milk and dairy foods provide health benefits and valuable nutrients; and

WHEREAS, real milk and dairy foods are superiors to their imitations in quality, values and taste; and

WHEREAS, the 82nd celebration of June Dairy Month, highlighting the dairy industry, will occur during June 2019;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the city of Fairview, that June 2019 is designated to the celebration of June Dairy Month, and I call upon all the government agencies and the people of Tennessee, Williamson County, and the city of Fairview to observe the month with appropriate programs and activities



IN WITNESS WHEREOF, I have hereunto set my hand, and caused the great seal of the City of Fairview to be affixed, this 6th day of June, 2019.

Mayor, John W. Blade

ORDINANCE No. 2019-09

9B

AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE,
AMENDING THE PREVIOUSLY ADOPTED ANNUAL BUDGET FOR THE FISCAL YEAR
BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019

- WHEREAS,** *Tennessee Code Annotated* Title 9 Chapter 1 Section 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, if required, will publish the AMENDED annual operating budget and budgetary comparisons of the AMENDED budget with the prior year (actual) and the AMENDED year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider the AMENDED budget.

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

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2019:

| General Fund | FY 2017 Actual | FY 2018 Estimated | FY 2019 Proposed |
|--------------------------------------|---------------------|----------------------|---------------------|
| Taxes | \$ 4,352,511 | \$ 5,167,500 | \$ 5,149,700 |
| Licenses and Permits | \$ 430,735 | \$ 279,750 | \$ 177,750 |
| Fines and Fees | \$ 133,179 | \$ 243,150 | \$ 337,150 |
| Intergovernmental | \$ 1,152,216 | \$ 371,200 | \$ 36,550 |
| Other | \$ 148,566 | \$ 140,000 | \$ 97,950 |
| Other Financial Sources TAN & GAN | \$ - | \$ - | \$ - |
| Total Revenues | \$ 6,217,207 | \$ 6,201,600 | \$ 5,799,100 |
| Beginning Fund Balance | \$ 2,164,145 | \$ 3,107,074 | \$ 2,278,229 |
| Total Available Funds | \$ 8,381,352 | \$ 9,308,674 | \$ 8,077,329 |

| State Street Aid | FY 2017 Actual | FY 2018 Estimated | FY 2019 Proposed |
|------------------------|-------------------|----------------------|---------------------|
| Intergovernmental | \$ 222,366 | \$ 260,000 | \$ 276,000 |
| Other | \$ - | \$ 250 | \$ 250 |
| Total Revenues | \$ 222,366 | \$ 260,250 | \$ 276,250 |
| Beginning Fund Balance | \$ 238,859 | \$ 352,921 | \$ 184,038 |
| Total Available Funds | \$ 461,225 | \$ 613,171 | \$ 460,288 |

| Drug Fund | FY 2017 Actual | FY 2018 Estimated | FY 2019 Proposed |
|------------------------|-------------------|----------------------|---------------------|
| Fines and Fees | \$ 14,842 | \$ 12,930 | \$ 12,000 |
| Other | \$ 38,352 | \$ 9,314 | \$ 25,050 |
| Total Revenues | \$ 53,194 | \$ 22,244 | \$ 37,050 |
| Beginning Fund Balance | \$ 57,040 | \$ 97,687 | \$ 87,403 |
| Total Available Funds | \$ 110,234 | \$ 119,931 | \$ 124,450 |

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

| General Fund | FY 2017 Actual | FY 2018 Estimated | FY 2019 Proposed |
|---|-------------------|----------------------|---------------------|
| General Government | \$ 1,639,700 | \$ 112,800 | \$ 73,469 |
| Administration | \$ - | \$ 1,857,900 | \$ 1,137,922 |
| Finance | \$ 169,548 | \$ 169,080 | \$ 135,391 |
| Planning and Zoning | \$ 227,895 | \$ 423,287 | \$ 325,766 |
| Municipal Court | \$ 123,753 | \$ 171,492 | \$ 186,900 |
| Police Department | \$ 1,477,572 | \$ 1,633,850 | \$ 1,775,980 |
| Fire Department | \$ 904,516 | \$ 1,366,500 | \$ 1,518,970 |
| Public Works | \$ 518,896 | \$ 1,046,036 | \$ 778,687 |
| Debt Service | \$ 212,398 | \$ 213,000 | \$ 217,000 |
| - | \$ - | \$ - | \$ - |
| - | \$ - | \$ - | \$ - |
| - | \$ - | \$ - | \$ - |
| Total Appropriations | \$ 5,274,278 | \$ 7,030,445 | \$ 6,150,085 |
| Surplus/(Deficit) | \$ 942,929 | \$ (828,845) | \$ (350,985) |
| Other Financial Sources (Uses): Transfer In (Drug & Facilities Funds) | \$ - | \$ - | \$ - |
| Ending Fund Balance | \$ 3,107,074 | \$ 2,278,229 | \$ 1,927,244 |

| | FY 2017 Actual | FY 2018 Estimated | FY 2019 Proposed |
|----------------------|-------------------|----------------------|---------------------|
| State Street Aid | | | |
| Public Works | \$ 70,551 | \$ 390,327 | \$ 295,000 |
| Debt Service | \$ 38,590 | \$ 38,806 | \$ 39,007 |
| General Government | \$ - | \$ - | \$ - |
| Total Appropriations | \$ 272,590 | \$ 429,133 | \$ 334,007 |
| Surplus/(Deficit) | \$ - | \$ - | \$ - |
| Ending Fund Balance | \$ 352,921 | \$ 184,038 | \$ 126,281 |

| | FY 2017 Actual | FY 2018 Estimated | FY 2019 Proposed |
|----------------------|-------------------|----------------------|---------------------|
| Drug Fund | | | |
| Police Department | \$ 15,004 | \$ 32,528 | \$ 114,500 |
| Total Appropriations | \$ 19,000 | \$ - | \$ 114,500 |
| Surplus/(Deficit) | \$ 38,190 | \$ - | \$ - |
| Ending Fund Balance | \$ 97,687 | \$ 87,403 | \$ 9,550 |

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

| | |
|------------------|--------------|
| General Fund | \$ 1,927,244 |
| State Street Aid | \$ 126,281 |
| Drug Fund | \$ 9,550 |

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

| Bonded or Other Indebtedness | Debt Principal | Interest Requirements | Debt Authorized and Unissued | Principal Outstanding at June 30 |
|---------------------------------|-------------------|--------------------------|------------------------------------|--|
| Bonds | \$ 2,935,000 | \$ 66,581 | N/A | \$ 2,570,000 |
| Notes | | | N/A | |
| Capital Leases | | | N/A | |
| Other Debt | | | N/A | |

SECTION 5: During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

| Proposed Capital Projects | Proposed Amount Financed by Appropriations | Proposed Amount Financed by Debt |
|---------------------------|--|----------------------------------|
| N/A | N/A | N/A |

SECTION 6: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 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 accordance with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7: Money may be transferred from one appropriation to another in the same fund in an amount of up to \$1,000, subject to such limitations and procedures as set in the Budget Policy adopted by the Board of Commissioners in Ordinance No. 840 adopted on **June 30, 2014** by Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8: 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 Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9: The previously levied property tax of \$ 0.8765 per \$100 of assessed value on all real and personal property is hereby unchanged.

SECTION 10: This AMENDED annual operating and capital budget ordinance and supporting documents, IF REQUIRED, shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has notes issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated or loan agreements with a public building authority issued pursuant to Title 12, Chapter 10, Tennessee Code Annotated approved by the Comptroller of the Treasury or Comptroller's Designee within fifteen (15) days of its adoption. This AMENDED budget shall not become the official budget for the fiscal year until such budget, IF REQUIRED, is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that this AMENDED 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, IF REQUIRED

it will file this AMENDED annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 11: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 12: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 13: This ordinance shall take effect June 6, 2019, the public welfare requiring it.

John Blade, Mayor

Brandy Johnson, City Recorder

APPROVED AS TO FORM:

City Attorney

Budget Passed First Reading: May 2, 2019

Budget Passed Second Reading: _____

Budget Public Hearing Held on: _____

9C

ORDINANCE No. 2019-10

AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

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 2020, 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:

| General Fund | Actual FY 2018 | Estimated FY 2019 | FY 2020 Budget |
|--|---------------------|----------------------|---------------------|
| Cash Receipts | | | |
| Taxes | \$ 5,182,340 | \$ 5,149,700 | \$ 5,152,700 |
| Licenses and Permits | \$ 275,817 | \$ 177,750 | \$ 177,750 |
| Fines and Fees | \$ 257,909 | \$ 337,150 | \$ 337,150 |
| Intergovernmental | \$ 287,261 | \$ 36,550 | \$ 1,051,300 |
| Other Reveune | \$ 57,924 | \$ 97,950 | \$ 97,950 |
| Debt Proceeds | \$ - | \$ - | \$ - |
| TAN and GAN Proceeds | \$ - | \$ - | \$ - |
| Transfers In From Other Funds | \$ - | \$ - | \$ - |
| Total Cash Receipts | \$ 6,061,251 | \$ 5,799,100 | \$ 6,816,850 |
| Appropriations | | | |
| Board of Commissioners | \$ 92,062 | \$ 73,469 | \$ 39,969 |
| Administration | \$ 1,844,532 | \$ 1,137,922 | \$ 1,544,775 |
| Finance Department | \$ 160,503 | \$ 135,391 | \$ 125,000 |
| Planning Department | \$ 411,252 | \$ 325,766 | \$ 315,500 |
| Municipal Court | \$ 166,613 | \$ 186,900 | \$ 163,650 |
| Police Department | \$ 1,661,274 | \$ 1,775,980 | \$ 1,634,000 |
| Fire Department | \$ 1,320,372 | \$ 1,518,970 | \$ 1,300,470 |
| Public Works | \$ 821,714 | \$ 778,687 | \$ 1,704,787 |
| Debt Service | \$ 215,126 | \$ 217,000 | \$ 217,000 |
| Transfers Out To Other Funds | \$ - | \$ - | \$ - |
| Total Appropriations | \$ 6,693,448 | \$ 6,150,085 | \$ 7,045,151 |
| Change in Cash (Receipts - Appropriations) | \$ (632,197) | \$ (350,985) | \$ (228,301) |
| Beginning Cash Balance on July 1 | \$ 2,910,426 | \$ 2,278,229 | \$ 1,927,244 |
| Ending Cash Balance on June 30 | \$ 2,278,229 | \$ 1,927,244 | \$ 1,698,943 |
| Ending Cash as a % of Appropriations | 34.04% | 31.34% | 24.12% |

| State Street Aid | Actual FY 2018 | Estimated FY 2019 | FY 2020 Budget |
|---|---------------------|----------------------|--------------------|
| Cash Receipts | | | |
| State Gasoline and Motor Fuel Taxes | \$ 269,729 | \$ 276,000 | \$ 276,000 |
| Local Gasoline and Motor Fuel Taxes | \$ - | \$ - | \$ - |
| Other Revenue | \$ 51 | \$ 250 | \$ 250 |
| Debt Proceeds | \$ - | \$ - | \$ - |
| Total Cash Receipts | \$ 269,780 | \$ 276,250 | \$ 276,250 |
| Appropriations | | | |
| Public Works Department | \$ 390,327 | \$ 295,000 | \$ 285,500 |
| Debt Service | \$ 38,806 | \$ 39,007 | \$ 40,000 |
| Total Appropriations | \$ 429,133 | \$ 334,007 | \$ 325,500 |
| Change in Cash (Receipts - Appropriations) | \$ (159,353) | \$ (57,757) | \$ (49,250) |
| Beginning Cash Balance on July 1 | \$ 352,921 | \$ 193,568 | \$ 135,811 |
| Ending Cash Balance on June 30 | \$ 193,568 | \$ 135,811 | \$ 86,561 |
| Ending Cash as a % of Appropriations | 45.11% | 40.66% | 26.59% |

| Drug Enforcement Fund | Actual FY 2018 | Estimated FY 2019 | FY 2020 Budget |
|--|------------------|----------------------|------------------|
| Cash Receipts | | | |
| Fines and Court Costs | \$ 12,930 | \$ 12,000 | \$ 18,000 |
| Other Revenue | \$ 9,314 | \$ 25,050 | \$ 60,050 |
| Total Cash Receipts | \$ 22,244 | \$ 37,050 | \$ 78,050 |
| Appropriations | | | |
| Police Operational Expenses | \$ 32,528 | \$ 40,500 | \$ 38,500 |
| Police Capital Expenditures | \$ - | \$ 74,500 | \$ - |
| Drug Enforcement | \$ - | \$ - | \$ - |
| Other | \$ - | \$ - | \$ - |
| Total Appropriations | \$ 32,528 | \$ 115,000 | \$ 38,500 |
| Change in Cash (Receipts - Appropriations) | \$ (10,284) | \$ (77,950) | \$ 39,550 |
| Beginning Cash Balance on July 1 | \$ 97,687 | \$ 87,403 | \$ 9,453 |
| Ending Cash Balance on June 30 | \$ 87,403 | \$ 9,453 | \$ 49,003 |
| Ending Cash as a % of Appropriations | 268.70% | 8.22% | 127.28% |

SECTION 2: At the end of the fiscal year 2020, the governing body estimates fund balances or deficits as follows:

| | |
|-----------------------|-------------|
| General Fund | \$1,698,943 |
| State Street Aid | \$86,561 |
| Drug Enforcement Fund | \$49,003 |

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 | \$2,300,000 |
|--------------|-------------|

SECTION 4: During the coming fiscal year (2020) 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 fund through state and federal resources.

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, 2019, the public welfare requiring it.

Passed 1st Reading: May 2, 2019

Passed 2nd Reading: _____

Public Hearing Held: _____

Mayor

ATTESTED:

City Clerk





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 May 4th, 2019, 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 May 4th, 2019, 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 07/03/2019. This includes emcee services, artist booking & relations, logistics, and all rigging, lighting, audio, video, and portable power distribution required by our design and at our sole discretion. Main Stage, generators, feeder cables, cable ramps, barriers, grounds keeping or restoration, and clean-up after the show shall be by the COF. ELS will provide FOH decks & cover.

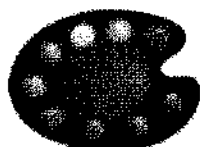
2. PAYMENT. Payment shall be made to Extreme Lighting & Sound, LLC, Fairview, Tennessee 37062, in the amount of \$12,000.00 upon completion of the services described in this Contract. Price quoted is a "Guaranteed Maximum" amount- final invoice may be less depending on final costs, but in no case shall exceed this amount. Invoices are due on receipt.

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 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.



ELS

EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062

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

admin@extremelightingandsound.com

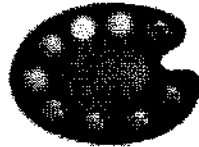
5. WARRANTY. ELS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ELS's community and region, and will provide a standard of care equal 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.

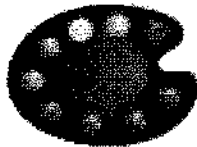
12. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

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.



ELS

EXTREME LIGHTING & SOUND

1367 Fairview Boulevard, Fairview, TN 37062

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

admin@extremelightingandsound.com

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.

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

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 17-19



A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, DISPOSING OF ONE (1) VEHICLE, OR VEHICLES, AND/OR EQUIPMENT AS SURPLUS, AUTHORIZING THE DISPOSAL OF SAID VEHICLE(S) AND EQUIPMENT, AND DESIGNATING THE AUCTION OR SALE PROCEEDS FROM SURPLUS ITEMS.

WHEREAS, the Board of Commissioners desires to continue to maintain the city's vehicle and equipment fleet in the most efficient and cost effective manner, and

WHEREAS, these vehicles and/or equipment have exhausted their useful service life and should be designated as surplus to be removed from the fleet or inventory, and

WHEREAS, the proceeds from the auction, sale or disposal of these items shall be remitted to a specific account, and

WHEREAS, the vehicle(s) and/or equipment to be designated as surplus and auctioned or sold, and the subsequent proceeds designation(s), are as follows:

2010 Ford Escape, VIN 1FMCU9DG0AKD27996, Mileage 53,400 (General Fund)

Miscellaneous Ruck Sacks, Item M0018, (General Fund Capital Account)

Duffle Bags, Item M0019, (General Fund Capital Account)

10KW Generator Trailer, Item M0021, (General Fund Capital Account)

Semi-Trailer M871 Low Bed, Item M0022, (General Fund Capital Account)

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 hereby resolves to and does declare the vehicle(s) described herein as surplus, authorizes their disposal, and designates the remittance of auction or sale proceeds.

Mayor

Date Approved

Attest:

City Recorder

Approved As To Form:

City Attorney

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 18-19



A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY REGARDING THE FAIRVIEW HEALTH CLINIC.

WHEREAS, by partnership between the City of Fairview and Williamson County the county operates the Fairview Health Clinic, and

WHEREAS, both agencies believe the Health Clinic has significant value in the community and both agencies desire for this arrangement to continue, 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 hereby resolves to and does authorize the Mayor to execute the annual contract between the City of Fairview and Williamson County for the FY 2020 operation of the Fairview Health Clinic.

Mayor

Date Approved

Attest:

City Recorder

Approved As To Form:

City Attorney

ORDINANCE NO. 2019-12



AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, TO THE ZONING ORDINANCE AS IT PERTAINS TO ARTICLE VII "SUPPLEMENTAL DESIGN PROVISIONS", SECTION 7-101 "DEVELOPMENT STANDARDS FOR MULTI-FAMILY DWELLINGS", SUBSECTION 1 "PURPOSE".

WHEREAS, the City of Fairview Planning Commission has resolved to recommend to the City of Fairview Board of Commissioners to amend current provisions of the zoning ordinance as they pertain to commercial districts in order to best serve the citizens of Fairview, and

WHEREAS, the Fairview, Tennessee Zoning Articles, Article VII "Supplemental Design Provisions", Section 7-101 "Development Standards for Multi-Family Dwellings", Subsection 1 "Purpose", currently reads is as follows:

1. Purpose

The special provisions set forth herein are intended to provide design criteria for multi-family dwellings when located within two (2) or more buildings on a zone lot or portion of a zone lot. These provisions shall not apply to developments of multi-family dwellings where such dwellings are individually owned as in the case of condominium or cooperative ownership. All developments involving condominium or cooperative ownership shall be reviewed and approved under the provisions for Planned Overlay Districts (See Article 10).

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

The Fairview, Tennessee Zoning Articles, Article VII "Supplemental Design Provisions", Section 7-101 "Development Standards for Multi-Family Dwellings", Subsection 1 "Purpose", are hereby amended to read as follows:

1. Purpose

The special provisions set forth herein are intended to provide design criteria for multi-family dwellings when located within two (2) or more buildings on a zone lot or portion of a zone lot.

The remaining sections of this Article and Section remain unchanged by this Resolution.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

ORDINANCE NO. 2019-13



AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, TO THE ZONING ORDINANCE AS IT PERTAINS TO ARTICLE VII "SUPPLEMENTAL DESIGN PROVISIONS", SECTION 7-101 "DEVELOPMENT STANDARDS FOR MULTI-FAMILY DWELLINGS", SUBSECTION 5H "MAIL DELIVERY".

WHEREAS, the City of Fairview Planning Commission has resolved to recommend to the City of Fairview Board of Commissioners the current provisions of the zoning ordinance as they pertain to the Supplemental Design Provisions be amended in order to best serve the citizens of Fairview, and

WHEREAS, the Fairview, Tennessee Zoning Articles, Article VII "Supplemental Design Provisions", Section 7-101 "Development Standards for Multi-Family Dwellings", Subsection 5H "Mail Delivery", currently reads as follows:

A. Mail Delivery

All multi-family complexes shall develop a plan for mail delivery which meets the criteria developed by the local post office. This plan shall be presented with the master development plan.

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

The Fairview, Tennessee Zoning Articles, Article VII "Supplemental Design Provisions", Section 7-101 "Development Standards for Multi-Family Dwellings", Subsection 1 "Purpose", are amended to read as follows:

A. Mail Delivery

Centralized mail delivery facilities shall be provided for all multi-family complexes. Each centralized mail location shall be built to USPS specifications with a concrete or asphalt pad and covered roof over and extending three (3) feet on all sides of the Cluster Box Unit. Adequate lighting shall be provided at each unit. Two (2) dedicated parking spaces shall be provided with easy access to each centralized mail unit. The number of required parking spaces shall increase at a rate of one (1) required space per 20 dwelling units served. The aesthetic and protective nature of the centralized mail delivery facility shall be considered an integral element of the overall site design and shall be reviewed as part of the design review process.

The remaining sections of this Article and Section remain unchanged by this Ordinance.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

ORDINANCE NO. 2019-14



AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, TO AMEND THE ZONING ORDINANCE AS IT PERTAINS TO ARTICLE VIII "COMMERCIAL DISTRICT REGULATIONS", SECTIONS 8-104 "CG – COMMERCIAL GENERAL" AND 8-107 "CMU – COMMERCIAL MIXED USE" SUBSECTIONS 2 "USES PERMITTED WITH SUPPLEMENTAL PROVISIONS".

WHEREAS, the City of Fairview Planning Commission has passed a Resolution requesting City of Fairview Board of Commissioners to amend the current provisions of the city's zoning ordinance as they pertain to the Commercial District Regulations in order to best serve the citizens of Fairview, and

WHEREAS, the Fairview, Tennessee Zoning Articles, Article VIII "Commercial District Regulations", Sections 8-104 "Purpose and Intents of CG- Commercial General" and 8-107 "Purpose and Intents of CMU- Commercial Mixed Use", Subsections 2 "Uses Permitted with Supplemental Provisions", currently read is as follows:

1. Uses Permitted with Supplemental Provisions (SUP)
 - A. Residential Activities
 - i. Multi-Family Dwelling (See Section 8-112 for Supplemental Regulations)

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

That the Fairview, Tennessee Zoning Articles, Article VII "Supplemental Design Provisions", Section 7-101 "Development Standards for Multi-Family Dwellings", Subsection 1 "Purpose". Is hereby amended to remove all wording and provisions for Residential Activities in all "CG – Commercial General" and "CMU – Commercial Mixed Use" Zoning Districts.

The remaining sections of this Article and Section remain unchanged by this Ordinance.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

ORDINANCE NO. 2019-15



AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, TO AMEND
THE ZONING ORDINANCE AS IT PERTAINS TO ARTICLE VI "RESIDENTIAL
DISTRICT REGULATIONS", SECTIONS 6-105 "PURPOSE AND INTENT OF
RS-40 – SINGLE FAMILY RESIDENTIAL DISTRICTS", SUBSECTION 5
"BULK REGULATIONS".

WHEREAS, the City of Fairview Planning Commission has resolved to
recommend to the City of Fairview Board of Commissioners that the current
provisions of the zoning ordinance as they pertain to the Commercial District
Regulations be amended in order to best serve the citizens of Fairview, and

WHEREAS, The Fairview, Tennessee Zoning Articles, Article VI "Residential
District Regulations", Sections 6-105 "Purpose and Intent Of RS-40 – Single
Family Residential Districts", Subsection 5 "Bulk Regulations", currently reads is
as follows:

- A. Minimum Zone Lot Requirements
 - i. Area – 40,000 Square Feet
 - ii. Width – 150 Feet (In Feet Measured At The Building Line)

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

The Fairview, Tennessee Zoning Articles, Article VI "Residential District
Regulations", Sections 6-105 "Purpose and Intent Of RS-40 – Single Family
Residential Districts", Subsection 5 "Bulk Regulations" are hereby amended to
read as follows:

- A. Minimum Zone Lot Requirements
 - i. Area – 40,000 Square Feet
 - ii. Width – 125 Feet (In Feet Measured At The Building Line)

The remaining sections of this Article and Section remain unchanged by this
Ordinance.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

11J

ADDENDUM E
TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE CITY OF FAIRVIEW FOR THE PROVISION OF
PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS

THIS ADDENDUM is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of the Williamson County Highway Department ("Highway Department"), and the CITY OF FAIRVIEW ("City"), a municipal government located at 7100 City Center Circle, Fairview, Tennessee 37062, to extend the terms and conditions of the original Interlocal Agreement ("Agreement") regarding assistance and reimbursement for maintenance of municipal roads located within the established boundary of the City.

- WHEREAS as Tennessee local governments, the parties, upon approval of their respective legislative bodies, have the authority to enter into agreements for the joint cooperation in the provision of public services;
- WHEREAS, pursuant to Tennessee Code Annotated, Section 54-7-202, the Highway Department is authorized to perform road work for other governmental entities if authorized by the County's legislative body and if the cost for the work is reimbursed to the Highway Department;
- WHEREAS, the purpose of this Addendum is to extend the Agreement for an additional one (1) year term;
- WHEREAS, the current term of the Agreement shall terminate on June 30, 2019 if the parties do not agree to extend the Agreement; and
- WHEREAS, the parties have agreed to continue to be bound by all provisions of the Agreement for the additional term:

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The parties have agreed to exercise the option to extend the Agreement for an additional one (1) year term as provided in the Agreement and made a part of the Agreement. The current term of the Agreement shall continue on July 1, 2019 without interruption and shall terminate on June 30, 2020 unless otherwise terminated or extended by written agreement of the parties. The parties have the ability to extend the Agreement for additional terms of one (1) year each upon written agreement of the parties. The option to extend shall be exercised and in the discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County's Attorney for form and the Williamson County Highway Superintendent and signed by the Williamson County Mayor. In no event shall the term of the Agreement extend beyond the maximum period provided by law.
2. All extensions are subject to and conditioned on the parties' legislative bodies appropriating funds required to fulfill the obligations contained in the Agreement.
3. The person of contact for the Williamson County Highway Department shall be the Highway Superintendent and the person of contact for the City shall be the City Manager. All other terms included in the Agreement which do not conflict with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the ____ day of _____, 2019.

WILLIAMSON COUNTY, TENNESSEE:

CITY OF FAIRVIEW:

Rogers Anderson, Williamson County Mayor

Signature

Eddie Hood
Eddie Hood, Highway Superintendent

Title

Nena Graham
Nena Graham, Budget Director

Williamson County Attorney