

10.A.

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024

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 COMMISSIONERS 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 2024, 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 2022	Estimated FY 2023	FY 2024 Budget
<u>Cash Receipts</u>			
Taxes	7,092,060	7,457,450	7,505,000
Licenses and Permits	580,204	563,250	530,000
Fines and Fees	151,481	210,500	249,200
Intergovernmental	1,512,963	1,396,971	1,380,020

Other Revenue	495,097	256,935	124,470
Debt Proceeds	9,995,559	0	0
TAN and GAN Proceeds	0	0	0
Transfers In From Other Funds	0	0	0

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<b>Total Cash Receipts</b>	<b>19,827,364</b>	<b>9,885,106</b>	<b>9,788,690</b>
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Appropriations

Board of Commissioners	60,393	297,317	97,806
Administration	1,789,244	2,375,001	2,187,110
Finance Department	140,656	139,824	250,265
Planning Department	272,238	286,401	749,173
Engineering Department	266,354	309,096	0
Municipal Court	197,122	203,446	269,950
Police Department	1,843,367	1,965,674	2,423,595
Fire Department	1,479,699	1,708,869	2,044,106
Parks Department	216,050	240,417	538,731
Public Works Department	321,473	429,032	554,836
Debt Service	868,811	719,000	769,000
Capital Outlay	985,414	4,557,547	5,679,275
Transfers Out To Other Funds	0	0	0

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<b>Total Appropriations</b>	<b>8,440,821</b>	<b>13,231,624</b>	<b>15,563,847</b>
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Change in Cash (Receipts - Appropriations)	11,386,543	(3,346,518)	(5,775,157)
Beginning Cash Balance on July 1	4,532,116	15,918,659	12,572,141
Ending Cash Balance on June 30	15,918,659	12,572,141	6,796,984
Ending Cash as a % of Appropriations	188.59%	95.02%	43.67%

<b>State Street Aid</b>	<b>Actual FY 2022</b>	<b>Estimated FY 2023</b>	<b>FY 2024 Budget</b>
<u>Cash Receipts</u>			
State Gasoline and Motor Fuel Taxes	337,059	326,000	335,000
Local Gasoline and Motor Fuel Taxes	0	0	0
Other Revenue	223	200	350
Debt Proceeds	0	0	0
<b>Total Cash Receipts</b>	<b>337,282</b>	<b>326,200</b>	<b>335,350</b>

<u>Appropriations</u>			
Public Works Department	286,572	319,500	226,500
Debt Service	0	0	0
<b>Total Appropriations</b>	<b>286,572</b>	<b>319,500</b>	<b>226,500</b>
Change in Cash (Receipts - Appropriations)	50,710	6,700	108,850
Beginning Cash Balance on July 1	147,205	197,915	204,615
Ending Cash Balance on June 30	197,915	204,615	313,465
Ending Cash as a % of Appropriations	69.06%	64.04%	138.40%

<b>Drug Enforcement Fund</b>	<b>Actual FY 2022</b>	<b>Estimated FY 2023</b>	<b>FY 2024 Budget</b>
<u>Cash Receipts</u>			
Fines and Court Costs	9,530	8,500	10,000
Other Revenue	56	50	100
<b>Total Cash Receipts</b>	<b>9,586</b>	<b>8,550</b>	<b>10,100</b>



Appropriations

Police Operational Expenses	30,032	34,000	6,000
Police Capital Expenditures	0	0.0	0.0
Drug Enforcement	0	0.0	0.0
Other	0	0.0	0.0
<b>Total Appropriations</b>	<b>30,032</b>	<b>34,000</b>	<b>6,000</b>
Change in Cash (Receipts - Appropriations)	(20,446)	(25,450)	4,100
Beginning Cash Balance on July 1	60,245	39,799	14,349
Ending Cash Balance on June 30	39,799	14,349	18,449
Ending Cash as a % of Appropriations	132.52%	42.20%	307.48%

SECTION 2: At the end of the fiscal year 2024, the governing body estimates fund balances or deficits as follows:

State Street Aid Fund	\$313,465
Drug Fund	\$18,449
General Fund	\$6,797,633

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	\$11,721,000
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SECTION 4: During the coming fiscal year (2024) the governing body has pending and planned capital projects with proposed funding as follows:

Multiple stormwater management projects funded by grant and general fund sources; Multiple Road improvement projects funded by grant and general fund sources; American's with Disabilities Act (ADA) accessibility improvements funded by grant and general fund sources; Roadway improvements funded through state 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 Commissioners 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 \$0.8765 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, 2023, the public welfare requiring it.

Passed 1<sup>st</sup> Reading: June 15, 2023

Public Hearing: July 6, 2023

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney

RESOLUTION 39-23



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF THREE (3) CITIZEN MEMBERS TO THE PLANNING COMMISSION**

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

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

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

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following citizens to the Planning Commission with the associated terms of service:

- 1. \_\_\_\_\_ (term ending 6/30/2026)
- 2. \_\_\_\_\_ (term ending 6/30/2026)
- 3. \_\_\_\_\_ (term ending 6/30/2026)

Passed and adopted this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



# CITY OF FAIRVIEW

## MUNICIPAL PLANNING COMMISSION APPLICATION

- The Municipal Planning Commission for the city of Fairview consists of nine (9) members.
- All members of the planning commission serve with compensation of \$200.00 for each regularly scheduled meeting.
- The members are selected by the board by majority vote with each commissioner having one vote.
- The terms of members shall be for three (3) years.
- The planning commission meets the second Tuesday of each month at 7:00 p.m. at city hall.
- Applicants must attach proof of City of Fairview residency and voter registration.

Community involvement or any information you would like to share with the Board:

Director for Fairview Titans Football/Cheer Program

Name: Chris McDonald

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Cell: \_\_\_\_\_

Signature: Chris McDonald

Date/Time: 6/6/23

Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.



**CITY OF FAIRVIEW**

**MUNICIPAL PLANNING COMMISSION  
APPLICATION**

- The Municipal Planning Commission for the city of Fairview consists of nine (9) members.
- All members of the planning commission serve with compensation of \$100.00 for each regularly scheduled meeting.
- The members are selected by the board by majority vote with each commissioner having one vote.
- The terms of members shall be for three (3) years.
- The planning commission meets the second Tuesday of each month at 7:00 p.m. at city hall.
- Applicants must attach proof of City of Fairview residency and voter registration.

Community involvement or any information you would like to share with the Board:

I SERVED ON the INDUSTRIAL BOARD.

I CURRENTLY SERVE ON the Fairview Planning  
Commission.

I belong to the AMERICAN LEGION Post 0248  
here in Fairview.

I SERVE AS AN USHER AT ONE HOME Church  
here in Fairview.

IT would be my honor to serve the  
City for the next three years.

Name: Salvatore (SAM) Cali

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Signature: Salvatore J. Cali Date/Time: 4/21/23

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**CITY OF FAIRVIEW**

**MUNICIPAL PLANNING COMMISSION  
APPLICATION**

- The Municipal Planning Commission for the city of Fairview consists of nine (9) members.
- All members of the planning commission serve with compensation of \$200.00 for each regularly scheduled meeting.
- The members are selected by the board by majority vote with each commissioner having one vote.
- The terms of members shall be for three (3) years.
- The planning commission meets the second Tuesday of each month at 7:00 p.m. at city hall.
- Applicants must attach proof of City of Fairview residency and voter registration.

Community involvement or any information you would like to share with the Board:

My name is Tammy Simpkins I live on Henderson Dr. I would be honored to serve on the planning commission for Fairview. I haven't had the opportunity for community involvement but I do think I would be a good candidate for the position. I have had a 30 year career of Property Management and Community Association Management. I manage 13 Boards for 13 associations in the surrounding Davidson County and Williamson County area. I have worked with home builders, construction management, traffic control, angry homeowners and landscape company's the list continues. I do all the budgets for the associations and attend Board Meetings. I once served on a Board for the planning and zoning committee in the City of Brentwood, MO for two years. I appreciate the opportunity to apply for the City of Fairview.

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Name: Tammy Simpkins

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Signature: Tammy Simpkins  Date/Time: 06/07/2023

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**CITY OF FAIRVIEW**

**MUNICIPAL PLANNING COMMISSION  
APPLICATION**

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- The members are selected by the board by majority vote with each commissioner having one vote.
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- The planning commission meets the second Tuesday of each month at 7:00 p.m. at city hall.
- Applicants must attach proof of City of Fairview residency and voter registration.

Community involvement or any information you would like to share with the Board:

I am active in the Schools, I am the current head Cheer Coach for the Middles School,

I have orginized several events for the Cumberland Estaates Community in Fairview.

I have contributed to the Pumpkin sales at tractor supply to help Fairview Athletic Dept.

Active in meeting with businesses to assist with promoting on social media

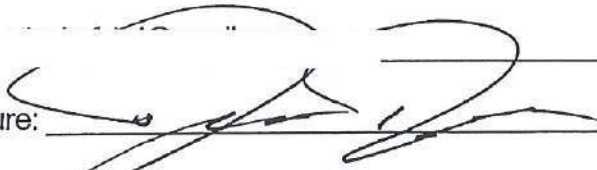
I graduated from NYU with a major in Real Estate Development and Building

Retired New York Firefighter

Name: Donald A Bufalini

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail \_\_\_\_\_ Cell: \_\_\_\_\_

Signature:  Date/Time: 1/3/2023 @ 8:37am

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**CITY OF FAIRVIEW  
MUNICIPAL PLANNING COMMISSION  
APPLICATION**

- The Municipal Planning Commission for the city of Fairview consists of nine (9) members.
- All members of the planning commission serve with compensation of \$200.00 for each regularly scheduled meeting.
- The members are selected by the board by majority vote with each commissioner having one vote.
- The terms of members shall be for three (3) years.
- The planning commission meets the second Tuesday of each month at 7:00 p.m. at city hall.
- Applicants must attach proof of City of Fairview residency and voter registration.

**Community involvement or any information you would like to share with the Board:**


My wife and I moved our family to Fairview in August of 2018 after she accepted a position with Williamson County Schools. We didn't know much about Fairview at the time but quickly learned about the many things that set it apart.

During what could have been an isolating time during COVID, we had a unique opportunity to get to know our neighbors and learn first-hand about the history of Fairview and the growth that had started to shape its future. We got to know people that articulated their fears about evolving into "the next Spring Hill" as well as those that were moving here from other states in search of a better political climate for their families. One common theme ran through all these conversations; Fairview is special, and its growth needs to be intentional and planned for systematically.

Working in Real Estate since moving to Fairview has allowed me to understand the dynamic market we exist within. I have a first-hand understanding of how the market ebbs and flows and the impact it has on our community. I have attended the Planning Commission and Board of Commissioner meetings frequently and have come to empathize with both sides of the growth paradigm and feel that I can hear from both and make decisions impartially.

Over the years, Fairview has become my family's home. We watched our oldest daughter take part in her high school graduation ceremony on Fairview High School's football field and then watched our youngest daughter walk the same path as the Junior Princess for Football Homecoming. We have developed friendships and acquaintances that undoubtedly will keep us here for years to come and I look forward to the opportunity to serve in this capacity.

Name: John Thomas "JT" Batson  
Address: \_\_\_\_\_ airview, TN 37062 Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Cell: \_\_\_\_\_

Signature:  Date/Time: 6/27/23

Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.



**CITY OF FAIRVIEW**

**MUNICIPAL PLANNING COMMISSION  
APPLICATION**

- The Municipal Planning Commission for the city of Fairview consists of nine (9) members.
- All members of the planning commission serve with compensation of \$100.00 for each regularly scheduled meeting.
- The members are selected by the board by majority vote with each commissioner having one vote.
- The terms of members shall be for three (3) years.
- The planning commission meets the second Tuesday of each month at 7:00 p.m. at city hall.
- Applicants must attach proof of City of Fairview residency and voter registration.

Community involvement or any information you would like to share with the Board:

My wife and I moved from Nashville to Fairview going on three years ago. We very much enjoy  
the community of Fairview. I have enjoyed watching Fairview grow and want to help it  
continue to grow responsibly. I work as a law clerk for Judge Stanley Kweller and  
attend the Nashville School of Law as a third year law student. My wife and I attend One  
Church Home in Fairview and are involved with that ministry. I am seeking this position to use  
my knowledge of the law and love for the city of Fairview to assist in making the city a  
great place to live for many years to come.

Name: Dakota Lee Vermillion

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Signature:  Date/Time: 01/25/2023 03:20 p.m.

Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.

**CITY OF FAIRVIEW**

**MUNICIPAL PLANNING COMMISSION  
APPLICATION**

- The Municipal Planning Commission for the city of Fairview consists of nine (9) members.
- All members of the planning commission serve with compensation of \$100.00 for each regularly scheduled meeting.
- The members are selected by the board by majority vote with each commissioner having one vote.
- The terms of members shall be for three (3) years.
- The planning commission meets the second Tuesday of each month at 7:00 p.m. at city hall.
- Applicants must attach proof of City of Fairview residency and voter registration.

Community involvement or any information you would like to share with the Board:

RELEVANT Experiences:

1. COMMISSIONER FOR COUNTY PLANNING & ZONING COMMISSION IN TIPPECANOE COUNTY, IN.
  2. PRESIDENT OF HOA IN KINGWOOD, TX. (COMMUNITY OF 60,000)
  3. PRESIDENT OF MERCHANT ASSO. IN KINGWOOD, TX
  4. ADVISORY BOARD MEMBER FOR JASPER HIGHLANDS, JASPER TN.
  5. REGIONAL SALES MGR. NATIONAL HOMES CORP.
  6. SR. DESIGNER FOR STATE FARM INS., IN BUILDING, DESIGN & CONSTRUCTION DIVISION
  7. VICE PRESIDENT LOGAN COUNTY IL. CHAMBER OF COMMERCE
- B. B.S. DEGREE IN ECONOMICS & A SECOND MAJOR IN ARCHITECTURE

Name: FREDERICK C. ROSENBERG

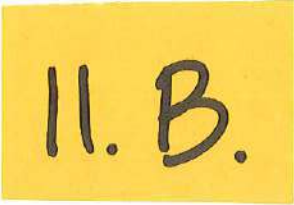
Address: \_\_\_\_\_, <sup>37062</sup> FAIRVIEW TN Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Signature: Frederick C. Rosenberg Date/Time: 1/31/2023, 12:25pm

Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.

RESOLUTION 40-23



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF TWO (2) CITIZEN MEMBERS TO THE PARKS AND LANDSCAPE BOARD**

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

**WHEREAS**, the Parks and Landscape Board is a volunteer board consisting of nine (9) members including one (1) member of the chief legislative board.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following citizens to the Parks and Landscape Board with the associated terms of service:

- 1. \_\_\_\_\_ (*Term Ending 06/30/2026*)
- 2. \_\_\_\_\_ (*Term Ending 06/30/2026*)

Passed and adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney



**CITY OF FAIRVIEW  
PARKS AND LANDSCAPE BOARD  
APPLICATION**

- The Parks and Landscape Board for the City of Fairview consists of nine (9) members.
- All members of the Parks and Landscape Board serve without compensation.
- The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks and Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

*Continued membership from the time that  
the Park merged to form the P&L Board  
Serving president of the Fairview Historical  
Association and remaining to the  
present.*

Name: *Neil Rice*

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Signature: *Neil Rice* Date/Time: *May 6, 2023*

All applications must include proof of residency and voter registration. All applications must be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission.



**RESOLUTION 41-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE CITIZEN MEMBER TO THE BOARD OF ZONING APPEALS**

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

**WHEREAS**, the Board of Zoning Appeals considers and acts upon appeals on decisions of the Zoning Administrator, or any other administrative official involved in enforcement of the zoning ordinance; hears and acts upon applications for variance requests to alleviate hardships created by not being able to comply with the zoning ordinance by reason of unique shape, topography, or physical features of a lot; hears and acts upon applications for conditional use permits; and

**WHEREAS**, the Board of Zoning Appeals is comprised of five (5) members and one (1) vacancy currently exist on the Board which must be filled by the Board of Commissioners; and

**WHEREAS**, appointees must be residents and registered voters of the City of Fairview, Tennessee; and

**WHEREAS**, the Board of Commissioners shall select one citizen member to be appointed to a full three (3) year term to the Board of Zoning Appeals; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appointment of the following citizen to the Board of Zoning Appeals:

- 1. \_\_\_\_\_ *term expiration 6/30/2026*

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney



June 1, 2023

City of Fairview  
7100 City Center Way  
Fairview, TN. 37062

RE: Board of Zoning Appeals Resignation

Dear Mayor and Commissioners:

It is with a heavy heart that I must resign my Board of Zoning Appeals position. I am relocating to Florida and will not be able to fulfill my commitment to the board in light of same.

Please let me know if you need anything further from me to effectuate this resignation.

Regards,



Stacy Beaulieu Fawcett

# CITY OF FAIRVIEW

## BOARD OF ZONING APPEALS APPLICATION

- The Board of Zoning Appeals for the City of Fairview consists of five (5) voting members and a liaison to the Board of Commissioners.
- This Board serves without compensation and on an "as needed basis".
- The liaison to the Board of Commissioners shall attend and take part in discussions but have no vote on board decisions.
- This Board shall hear and decide appeals for alleged errors, variances and variance review criteria.
- Please attach proof of city residency and voter registration.
- Members must be residents of the City for at least three (3) years prior to appointment.

Community involvement or any information you would like to share with the Board:

As an active member on the Planning Commission, local resident and Owner  
of a Tennessee-based Architecture, Engineering and Planning firm I believe  
my background and experience will serve our community well.

Having an interest for all members of the community and in keeping with the  
rich heritage of Fairview I will work to serve all residents.

Name: David Magner

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Signature:  \_\_\_\_\_ Date/Time: 6.13.23 / 8:00

**Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.**



# CITY OF FAIRVIEW BOARD OF ZONING APPEALS APPLICATION

- The Board of Zoning Appeals for the City of Fairview consists of five (5) voting members and a liaison to the Board of Commissioners.
- This Board serves without compensation and on an “as needed basis”.
- The liaison to the Board of Commissioners shall attend and take part in discussions but have no vote on board decisions.
- This Board shall hear and decide appeals for alleged errors, variances and variance review criteria.
- Please attach proof of city residency and voter registration.
- Members must be residents of the City for at least three (3) years prior to appointment.

## **Community involvement or any information you would like to share with the Board:**

My wife and I moved our family to Fairview in August of 2018 after she accepted a position with Williamson County Schools. We didn't know much about Fairview at the time but quickly learned about the many things that set it apart.

During what could have been an isolating time during COVID, we had a unique opportunity to get to know our neighbors and learn first-hand about the history of Fairview and the growth that had started to shape its future. We got to know people that articulated their fears about evolving into “the next Spring Hill” as well as those that were moving here from other states in search of a better political climate for their families. One common theme ran through all these conversations; Fairview is special, and its growth needs to be intentional and planned for systematically.

Working in Real Estate since moving to Fairview has allowed me to understand the dynamic market we exist within. I have a first-hand understanding of how the market ebbs and flows and the impact it has on our community. I have attended the Planning Commission and Board of Commissioner meetings frequently and have come to empathize with both sides of the growth paradigm and feel that I can hear from both and make decisions impartially.

Over the years, Fairview has become my family's home. We watched our oldest daughter take part in her high school graduation ceremony on Fairview High School's football field and then watched our youngest daughter walk the same path as the Junior Princess for Football Homecoming. We have developed friendships and acquaintances that undoubtedly will keep us here for years to come and I look forward to the opportunity to serve in this capacity.

Name: John Thomas "JT" Batson  
Address: Fairview, TN 37062 Telephone:   
E-mail:   
Cell:

Signature:  Date/Time: 6/27/23

**Any and all applications that are not complete to include documentation of residency in the City of Fairview, Tennessee, signed, dated and the time the application is filed with the city below his or her signature and proof of voter registration will not be considered for appointment to any board or commission by the Board of Commissioners.**



H. D.

**ORDINANCE 2023-10**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 17.23 ACRES OF PROPERTY LOCATED ON CHESTER ROAD, CONSISTING OF WILLIAMSON COUNTY TAX MAP 042, PARCEL 142.00, FROM RS-40 SINGLE FAMILY RESIDENTIAL TO RM-8 MULTI-FAMILY RESIDENTIAL, PROPERTY OWNER: CATHEY LINDA ONEIDA**

**WHEREAS**, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 17.23 acres of property consisting of Williamson County tax map 042, parcel 142.00, located on Chester Road, from RS-40 Single Family Residential to RM-8 Multi-Family Zoning, property owner: Cathey Linda Oneida; and

**WHEREAS**, said property to be rezoned from RS-40 (Single Family Residential) to RM-8 (Multi-Family Residential) is located within the corporate limits of the City of Fairview; and

**WHEREAS**, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on June 13, 2023, with a **negative** recommendation for approval without conditions; and

**WHEREAS**, that all ordinances or parts of ordinances in conflict are hereby repealed; and

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

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 17.23 acres of property consisting of Williamson County tax map 042, parcel 142.00, located on Chester Road, from RS-40 Single Family Residential to RM-8 Multi-Family Residential, as requested by owner Cathey Linda Oneida, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.

VIVAR LANE



FAIRVIEW  
BLVD

**PARCEL PROPOSED FOR REZONING:**  
CHESTER ROAD  
MAP 042, PARCEL 142.00  
17.23 ACRES  
RS-40 TO RM-8  
OWNER: CATHEY LINDA ONEIDA

CHESTER ROAD



Approved by the Board of Commissioners:

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney

Passed 1<sup>st</sup> Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

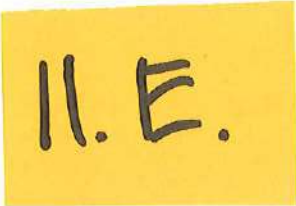
Published for public notice on:

\_\_\_\_\_

In:

Main Street Fairview Newspaper  
Publication

RESOLUTION 43-23



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR BOURDON PLACE SUBDIVISION**

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

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

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

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

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

Passed and adopted this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



**SITE DEVELOPMENT AGREEMENT  
FOR  
BOURDON PLACE  
MAP 046 AND PARCEL 018.00**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this **6<sup>th</sup> day of July 2023**, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and A-1 Home Builders, Inc, the DEVELOPER (hereinafter the "DEVELOPER").

**WITNESSETH:**

**WHEREAS**, the DEVELOPER desires to develop the property described as Bourdon Place Subdivision, consisting of 27 residential lots.

(hereinafter the "PROJECT"); and,

**WHEREAS**, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the **14<sup>th</sup> day of March, 2023, as Resolution PC 11-23**, pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

**WHEREAS**, the project shall require a site reclamation bond for **Bourdon Place Subdivision** in the amount of **\$329,400 (THREE-HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of **\$999,300.00 (NINE-HUNDRED NINETY-NINE THOUSAND THREE-HUNDRED DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

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

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

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

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

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

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

#### **A1 General Conditions**

##### **A1.1 Construction Costs**

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

##### **A1.2 City Ordinances, Rules and Regulations**

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

##### **A1.3 Fees**

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

##### **A1.4 Inspection**

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

##### **A1.5 Right of Entry**

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

##### **A1.6 Easements**

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

##### **A1.7 Stormwater Maintenance Agreement**



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

#### A1.8 Attorney Fees and Other Expenses

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

#### A1.9 Agreement Not Assignable

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

#### A1.10 Revocation and Interpretation

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

#### A1.11 No Oral Agreement

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

#### A1.12 Separability

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

#### A1.13 Transferability

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

#### A1.14 Indemnity

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

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

#### **A1.15 Binding Effect**

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

#### **A1.16 Entire Agreement**

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

#### **A1.17 Headings**

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

### **A2 Performance Surety**

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

### **A3 Construction**

#### **A3.1 Construction Plans**

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

#### **A3.2 Commencement of Construction**



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

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

#### A3.3 Site Grading

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

#### A3.4 Stormwater Management Systems

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

#### A3.5 Street Construction

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

#### A3.6 Off-Site Improvements

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

#### A3.7 Inspection and Compliance

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

#### A3.8 Testing

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

#### A3.9 Scrap Removal

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

### **A4 Acceptance of Improvements**

#### A4.1 Completion of Improvements

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

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

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

#### A4.3 Acceptance of Facilities

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

#### A4.4 Failure to Install

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



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

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



OWNER/ Guarantor



DEVELOPER/ Guarantor

*Pres.*

TITLE

ATTEST:

\_\_\_\_\_

TITLE

*Pres.*

TITLE

ATTEST:

\_\_\_\_\_

TITLE

CITY OF FAIRVIEW  
(COUNTY OF WILLIAMSON), TENNESSEE

BY: \_\_\_\_\_

MAYOR

\_\_\_\_\_

DATE

APPROVED AS TO FORM:

BY: \_\_\_\_\_

CITY ATTORNEY

\_\_\_\_\_

DATE

RESOLUTION 44-23

11. F.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR RICHVALE ESTATES PHASE 4**

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

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

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

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

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for the Richvale Estates Phase 4 Development:

Passed and adopted this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



**SITE DEVELOPMENT AGREEMENT  
FOR  
RICHVALE ESTATES PHASE 4  
MAP 043 AND PARCEL 023.00**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 6<sup>th</sup> day of July 2023, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), Regent Homes, Inc. and Brightland Homes, LTD, the DEVELOPERS (hereinafter the "DEVELOPERS").

**WITNESSETH:**

**WHEREAS**, the DEVELOPERS desire to develop the property described as Richvale Estates Phase 4, consisting of 51 residential lots.

(hereinafter the "PROJECT"); and,

**WHEREAS**, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the 13<sup>th</sup> day of September, 2022, as Resolution PC 60-22, pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

**WHEREAS**, the project shall require a site reclamation bond for Richvale Estates Phase 4 in the amount of \$434,300 (FOUR-HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED DOLLARS) in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of \$723,700.00 (SEVEN-HUNDRED TWENTY-THREE THOUSAND SEVEN-HUNDRED DOLLARS) in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

**WHEREAS**, the DEVELOPERS are the owner of the PROJECT and have authority to engage in such development; and,

**WHEREAS**, the DEVELOPERS desire to develop and improve said PROJECT; and,

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

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

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

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

## **A1 General Conditions**

### **A1.1 Construction Costs**

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

### **A1.2 City Ordinances, Rules and Regulations**

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

### **A1.3 Fees**

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

### **A1.4 Inspection**

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

### **A1.5 Right of Entry**

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

### **A1.6 Easements**

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

### **A1.7 Stormwater Maintenance Agreement**



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

#### A1.8 Attorney Fees and Other Expenses

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

#### A1.9 Agreement Not Assignable

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

#### A1.10 Revocation and Interpretation

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

#### A1.11 No Oral Agreement

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

#### A1.12 Separability

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

#### A1.13 Transferability

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

#### A1.14 Indemnity

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

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

#### **A1.15 Binding Effect**

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

#### **A1.16 Entire Agreement**

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

#### **A1.17 Headings**

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

### **A2 Performance Surety**

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

### **A3 Construction**

#### **A3.1 Construction Plans**

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

#### **A3.2 Commencement of Construction**



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

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

#### A3.3 Site Grading

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

#### A3.4 Stormwater Management Systems

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

#### A3.5 Street Construction

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

#### A3.6 Off-Site Improvements

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

#### A3.7 Inspection and Compliance

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

#### **A3.8 Testing**

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

#### **A3.9 Scrap Removal**

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

### **A4 Acceptance of Improvements**

#### **A4.1 Completion of Improvements**

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

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

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

#### **A4.3 Acceptance of Facilities**

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

#### **A4.4 Failure to Install**

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



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

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

\_\_\_\_\_  
OWNER/ Guarantor

\_\_\_\_\_  
DEVELOPERS/ Guarantors

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

CITY OF FAIRVIEW  
(COUNTY OF WILLIAMSON), TENNESSEE

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
DATE

RESOLUTION 45-23



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

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

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

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

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

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

Passed and adopted this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



**SITE DEVELOPMENT AGREEMENT  
FOR  
BOWIE MEADOWS PHASE 1  
MAP 043, 043E AND PARCEL 026.00, 006.00**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this **6<sup>th</sup> day of July 2023**, between THE CITY OF FAIRVIEW, TENNESSEE, (hereinafter the "CITY"), and **Regent Homes, Inc.**, the DEVELOPER (hereinafter the "DEVELOPER").

**WITNESSETH:**

**WHEREAS**, the DEVELOPER desires to develop the property described as **Bowie Meadows Phase 1, consisting of 43 residential lots.**

(hereinafter the "PROJECT"); and,

**WHEREAS**, the Development Plan of the PROJECT has been approved by the City of Fairview Municipal Planning Commission (hereinafter the "FMPC") on the **13<sup>th</sup> day of June, 2023, as Resolution PC 24-23,** pursuant to Tennessee Code Annotated Title 13, Chapter 4, and the Zoning Ordinance of the City of Fairview, Tennessee and,

**WHEREAS**, the project shall require a site reclamation bond for **Bowie Meadows Phase 1** in the amount of \$\_\_\_\_\_ (\_\_\_\_\_) in accordance with the approved site plan of the PROJECT at the time this agreement is signed. Prior to recording of a Final Plat, the PROJECT shall require a site performance bond in the amount of \$\_\_\_\_\_ (\_\_\_\_\_) in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

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

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

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

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

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

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

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

## **A1 General Conditions**

### **A1.1 Construction Costs**

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

### **A1.2 City Ordinances, Rules and Regulations**

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

### **A1.3 Fees**

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

### **A1.4 Inspection**

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

### **A1.5 Right of Entry**

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

### **A1.6 Easements**

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

### **A1.7 Stormwater Maintenance Agreement**



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

#### A1.8 Attorney Fees and Other Expenses

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

#### A1.9 Agreement Not Assignable

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

#### A1.10 Revocation and Interpretation

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

#### A1.11 No Oral Agreement

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

#### A1.12 Separability

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

#### A1.13 Transferability

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

#### A1.14 Indemnity

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

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

#### **A1.15 Binding Effect**

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

#### **A1.16 Entire Agreement**

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

#### **A1.17 Headings**

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

### **A2 Performance Surety**

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

### **A3 Construction**

#### **A3.1 Construction Plans**

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

#### **A3.2 Commencement of Construction**



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

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

#### A3.3 Site Grading

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

#### A3.4 Stormwater Management Systems

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

#### A3.5 Street Construction

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

#### A3.6 Off-Site Improvements

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

#### A3.7 Inspection and Compliance

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

#### A3.8 Testing

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

#### A3.9 Scrap Removal

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

### **A4 Acceptance of Improvements**

#### A4.1 Completion of Improvements

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

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

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

#### A4.3 Acceptance of Facilities

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

#### A4.4 Failure to Install

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



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

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

\_\_\_\_\_  
OWNER/ Guarantor

\_\_\_\_\_  
DEVELOPER/ Guarantor

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

CITY OF FAIRVIEW  
(COUNTY OF WILLIAMSON), TENNESSEE

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
DATE

11. H.

**RESOLUTION 46-23**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN EXTREME LIGHTING & SOUND, LLC (ELS) AND THE CITY OF FAIRVIEW, TENNESSEE**

**WHEREAS**, the City of Fairview (“Fairview”) desires to retain Extreme Lighting & Sound (“ELS”) for Fairview’s event production services for Nature Fest, and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, that the mayor be authorized and directed to execute the AGREEMENT BETWEEN EXTREME LIGHTING & SOUND, LLC AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney





**ELS**  
EXTREME LIGHTING & SOUND

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

# Proposal

**Quoted To:**  
City of Fairview  
7100 City Center Way  
Fairview, TN 37062

**Proposal Date:** 6/20/2023  
**Proposal #:** 1458  
**Project:** NATURE FEST 2023

BOWIE NATURE PARK  
NATURE FEST 2023  
FAIRVIEW, TN

Description	Est. Hours/Qty.	Total
ELS PRODUCTION SVCS PKG (AUDIO ONLY) (2) SPEAKERS/SUBS ON STICKS (1) CONSOLE & CONTROLS PKG ALL REQUIRED MICS, STANDS, CABLES, ETC. (2) TECHS TO SET UP, RUN SHOW, & LOAD OUT.  LOAD-IN 9/23/23 EARLY AM (TBD), LOAD OUT 9/23/23 AFTER EVENT.		2,950.00

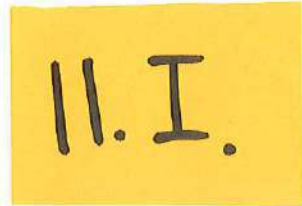
We appreciate the opportunity!

**Total** **\$2,950.00**

Install & Custom Shop Terms Are 50% Down, Balance On Completion. Box Sales & Drop Ships Must Be Paid In Full In Advance. Rentals require a separate agreement. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, Builder's Risk, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. Bond or other special insurances excluded. Terms making payment to ELS contingent on collection from others and Retainages of any kind are excluded.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above unless otherwise noted.

SIGNATURE \_\_\_\_\_



**RESOLUTION 47-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY ACCESS EASEMENT TO FAIRVIEW TOWN CENTER, LLC**

**WHEREAS**, City Center Phase 1 was approved by the Planning Commission on December 13, 2022 , and

**WHEREAS**, the Board of Commissioners may grant authorization for the mayor to execute easements on behalf of the city, and

**WHEREAS**, the easement documents are attached as EXHIBIT A, and

**WHEREAS**, City Staff recommends approval of the proposed location,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the easement document with Piedmont Natural Gas:

Passed and adopted this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick Carter, City Attorney



This Instrument Prepared By:  
Ortale Kelley Law Firm (WHB)  
330 Commerce Street, Suite 110  
Nashville, Tennessee 37201

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (the "Agreement") is entered into this the \_\_\_ day of June, 2023 (the "Effective Date"), by and between the CITY OF FAIRVIEW (the "Grantor"), and FAIRVIEW TOWN CENTER, LLC, LLC, a Tennessee limited liability company (the "Grantee").

### RECITALS

WHEREAS, by deed of record in Deed Book 128, page 463, in the Register's Office for Williamson County, Tennessee (the "Register's Office"), Grantor is the owner of certain real property located in Williamson County, Tennessee, as more particularly described in said deed (the "Grantor Property").

WHEREAS, by deed of record in Deed Book 8759, page 25, in said Register's Office, Grantee is the owner of certain real property that is adjacent to the Grantor Property, as more particularly described in said deed (the "Grantee Property"); and

WHEREAS, the parties have agreed that Grantor shall grant unto Grantee a temporary, non-exclusive easement for access to and from the Grantor Property, as described and generally depicted on Exhibit "A" and Exhibit "B" attached hereto, for purposes of Grantee constructing a road and pump station on the Grantor Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Temporary Construction Easement. Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, as well as its agents, contractors, and invitees, a temporary, non-exclusive easement (the "Temporary Construction Easement"), as described and generally shown on Exhibit "A" and Exhibit "B" attached hereto, over, under, in, along, across and upon the Grantor Property (the "Temporary Easement Area") for vehicular and pedestrian ingress and egress and construction of a road and pump station on the Grantor Property.

2. Term of Temporary Construction Easement. The Temporary Construction Easement shall commence on the Effective Date and shall automatically terminate and expire upon the completion of the construction of the road and pump station on the Grantor Property (the "Term"). Upon the expiration of the Term or earlier termination as provided for herein, Grantee shall vacate and remove all materials, equipment, and other personal property from the Temporary

Easement Area, and all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Easement Area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor.

4. General Provisions.

4.1 Notices. Any notice, request, demand, consent, approval and other communications under this Agreement shall be in writing and (a) delivered personally; (b) mailed by first class United States mail; (c) sent by nationally recognized overnight courier; or (d) sent by facsimile or other electronic transmission. The effective date of notice shall be (i) for any notice delivered in person, the date of delivery; (ii) for any notice by U.S. mail, the third (3<sup>rd</sup>) business day following the postmark date of such notice or other communication; (iii) for any notice by overnight courier, the next business day after deposit with the courier; and (iv) for any notice by facsimile or other electronic transmission, the day of such electronic transmission of such notice or other communication and confirmation of such transmission if transmitted and receipt is confirmed prior to 6:00 p.m. local Nashville, Tennessee time on a business day and otherwise shall be deemed effectively given or received on the first business day after the day of transmission of such notice and confirmation of such transmission, to the address for each party set forth below.

If to Grantor:           City of Fairview  
                                  Attn: Tom Daugherty, City Manager  
                                  7100 City Center Way  
                                  Fairview, TN 37062

With copy to:           City of Fairview  
                                  Attn: Partick M. Carter, City Attorney  
                                  7100 City Center Way  
                                  Fairview, TN 37062

If to Grantee:           Fairview Town Center, LLC  
                                  6901 Lenox Village Drive, Suite 107  
                                  Nashville, TN 37211

4.2 Indemnification. Grantee agrees to indemnify, defend, and hold Grantor harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of every type, nature and kind sustained by Grantor, their successors and assigns, which are caused by, arise out of and result from Grantee's use of the Temporary Easement Area; provided, however, that the indemnification provided under this Section 4.3 shall not extend to matters caused by or arising from Grantor's gross negligent, fraudulent, or intentional acts or omissions.



4.3 Entire Agreement. This Agreement constitutes the entire understanding between Grantor and Grantee with the subject matter hereof.

4.4 Amendment. This Agreement may not be amended and the property rights herein granted may not be modified, supplemented, or altered except by a written instrument signed by the Grantor, and Grantor's successor in title, as well as Grantee, and Grantee's assignees. Nothing in this Agreement, expressed or implied, shall be construed to give any person other than the Grantor and Grantee, and their successors and assignees, as applicable, hereto any legal or equitable right, remedy or claim under or by reason of this Agreement or any provision contained herein. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

4.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original hereof, and all of which when taken together shall constitute one and the same agreement.

4.6 Severability. Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as to make it enforceable.

4.7 Venue. This Agreement shall be construed in accordance with and governed by the law of the State of Tennessee, without giving effect to the conflict of law provisions thereof. The Grantor and Grantee agree that the state courts located in Williamson County, Tennessee shall be the sole venue and have sole jurisdiction for the settlement of all disputes arising hereunder.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**GRANTOR:**

CITY OF FAIRVIEW

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE            )  
  )  
COUNTY OF \_\_\_\_\_        )

Before me, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of the City of Fairview, and that he/she as such the \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Fairview as such \_\_\_\_\_.

WITNESS my hand and seal, at office, this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**GRANTEE:**

FAIRVIEW TOWN CENTER, LLC,  
a Tennessee limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TENNESSEE            )  
  )  
COUNTY OF \_\_\_\_\_        )

Before me, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of FAIRVIEW TOWN CENTER, LLC, a Tennessee limited liability company, and that he/she as such the \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company as such \_\_\_\_\_.

WITNESS my hand and seal, at office, this \_\_\_\_ day of June, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT**

Beginning at an existing iron pin at the northeast corner of the City of Fairview property of record in Deed Book 128, page 463, Register's Office Williamson County, Tennessee, said iron pin also being located on the southerly line of the Fairview Town Center, LLC Property of record in Deed Book 8759, page 25, Registers Office Williamson County, Tennessee;

Thence with the common line of said City of Fairview property and the Premier Development Partners, LLC (Parcel 174.00) property of record in Deed Book 4656, page 29, Register's Office Williamson County, Tennessee, South 30 Degrees, 04 Minutes, 26 Seconds East a distance of 207.85 feet to a point;

Thence with a line severing the above mentioned City of Fairview property the following three calls:

North 59 Degrees, 55 Minutes, 34 Minutes West a distance of 66.77 ft to a point;

North 39 Degrees, 10 Minutes, 46 Minutes West a distance of 95.66 ft to a point;

North 11 Degrees, 04 Minutes, 37 Minutes West a distance of 90.61 ft to a point, said point being located on the southerly property line of the afore mentioned Fairview Town Center, LLC property;

Thence with the common line of said Fairview Town Center, LLC and City of Fairview properties, South 82 Degrees, 43 Minutes, 21 Seconds East a distance of 246.66 ft to the Point of Beginning, containing 26,264 Square Feet or 0.603 Acres, more or less.



**EXHIBIT "B"**

**DRAWING OF TEMPORARY CONSTRUCTION EASEMENT AREA**

**[SEE ATTACHED]**

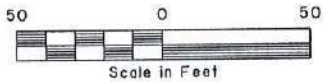
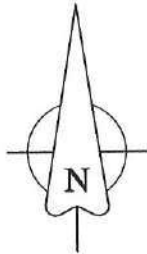
42 17700  
 FAIRVIEW TOWN CENTER, LLC  
 DEED BK 8759 PG 25  
 R.O.W.C., TENN.

42 17300  
 CITY OF FAIRVIEW  
 DEED BK 128 PG 463  
 DEED BK 769 PG 772  
 PLAT BK P41 PG 48  
 R.O.W.C., TENN.

TEMPORARY EASEMENT  
 FOR CONSTRUCTION  
 SLOPES, WORKING AREA  
 AND EROSION CONTROL  
 26,264 SQ. FT  
 0.603 Acre

42 17400  
 PREMIER DEVELOPMENT PARTNERS, LLC  
 DEED BK 4656 PG 29  
 R.O.W.C., TENN.

DELTA = 90°00'00"  
 RADIUS = 25.00'  
 ARC = 39.27'  
 TANGENT = 25.00'  
 CHORD = 35.36'  
 CHORD BRG = N 14°55'34"W



MAP SHOWING  
 DEDICATION OF EASEMENT  
 TO FAIRVIEW TOWN CENTER, LLC  
 FROM  
 City of Fairview, TN

PROJECT NO. :	EASEMENT No. :	SYSTEM :
SCALE: 1" = 50'	PARCEL No. : Map 42 per 173.00	DATE: 04-18-23
		BY ANDERSON, DELK, EPPS & ASSOC.