

SUPPORTING DOCUMENTS FOR THE PROPOSED AGENDA ARE NOT PUBLISHED IN THE
NEWSPAPER BUT MAY BE FOUND AT WWW.FAIRVIEW-TN.ORG

**CITY OF FAIRVIEW
BOARD OF COMMISSIONERS**

JULY 21, 2016

7:00 P.M.

AGENDA

1. **Call to order by Mayor Carroll**
 - A. Prayer and Pledge
2. **Approval of the Agenda**
3. **Citizen Comments (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).**
4. **Awards and/or Recognitions**
5. **Public Announcements**
6. **Staff Comments**
7. **Approval of the Minutes (only needed if removed from consent agenda)**
8. **Consent Agenda Consisting of Items as Follows**
 - A. Approval of the Minutes from the June 30, 2016 Special Board of Commissioners Meeting
 - B. Approval of the Minutes from the July 7, 2016 Board of Commissioners Meeting
9. **Old Business**
 - A. Discuss and/or Take Action on Expiring Board Seats - Carroll
 - (1) One Tree Commission Seat
 - B. Discuss and/or Take Action on City Manager Hiring – Carroll
 - C. Discuss and/or Take Action on Status of Investigation – Carroll
 - D. Discuss and/or Take Action on Retiree Premium Payment Amount for Retirees Who Are Age at Least Age 60 and Have a Minimum of 25 Years of Service – Bissell
 - E. Discuss and/or Take Action on Impact Fee - Sutton
 - F. Discuss and/or Take Action on Donating to Schools - Carroll
10. **New Business**
 - A. Discuss and/or Take Action on Grant Contract Between the State of Tennessee, Department of Transportation and City of Fairview (Multimodal Access Grant) - Hall
 - B. Discuss and/or Take Action on Suspending all Provisions of Current Policy and Procedures Manual – Crutcher
 - C. Discuss and/or Take Action on Hiring Human Resources Consultant for Complete Review of Policies and Procedures Manual - Crutcher
 - D. Discuss and/or Take Action on Bill #2016-22, Ordinance No. 935, An Ordinance to Amend City of Fairview, Tennessee, Ordinance Chapter 3, Park Commission, Section 2-302 Membership, Subs (1) and (6) - Crutcher
 - E. Discuss and/or Take Action on Bill #2016-23, Ordinance No. 936, An Ordinance to Amend City of Fairview, Tennessee, Municipal Code, Title 14, "Zoning and Land Use Control," Chapter 1, "Municipal Planning Commission," Section 14-101 "Creation and Membership." - Sutton
 - F. Discuss and/or Take Action on Leasing the Deer Ridge Road Property – Bissell
 - G. Discuss and/or Take Action on Recommendation from the Planning Commission for Rezoning Property at 409 Highway 96 North, from Rs-40 (Residential) to CG (Commercial General, Map 42, Parcel 28.00, .96 Acre, owner: Robert B. Hamilton – Hall

11. City Manager Items for Discussion

- A. Miscellaneous Updates
- B. City Attorney Comments

12. Communications from the Mayor and Commissioners

13. Adjournment

10A

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
CITY OF FAIRVIEW**

This Grant Contract made and entered into this _____ day of _____, _____ by and between the State of Tennessee Department of Transportation (hereinafter referred to as the "Department") and City of Fairview (hereinafter referred to as the "Agency") is for the provision of the Phase I Sidewalk SR-100 Project as further defined in the "SCOPE OF PROJECT."

Agreement Number: 160087
Project Identification Number (PIN): 123627.00
State Project Number: 94LPLM-S3-091

A. SCOPE OF PROJECT:

- A.1. The Agency shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. Description: Construction of .43 mile of sidewalks and pedestrian safety improvements along SR-100/Fairview Boulevard, from Bowie Lake Road to Park Village Court.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document;
 - b. the Grant Budget (Attachment 1);
 - c. the Agency's Multimodal Access Grant Guidelines and Multimodal Access Grant Application, incorporated by reference to elaborate supplementary Scope of Project specifications (located at <http://www.tn.gov/tdot/topic/multimodal-multimodal-access-grant>).
 - e. the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at http://www.tn.gov/assets/entities/tdot/attachments/LGG_Manual.pdf) to elaborate the processes, documents, and approvals necessary to obtain funds under this Grant Contract.

B. CONTRACT PERIOD:

- B. 1. This Grant Contract shall be effective from the period beginning on the fully executed date, and ending four (4) years from the fully executed date. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase within two (2) years from the fully executed date. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

- B. 2. An extension of the aforesaid completion date of this Agreement may only be effected by a written amendment to the Agreement, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement. Otherwise, without an extension of the aforesaid completion date of this Agreement, the Department shall have no obligation to reimburse the Agency for expenditures after the aforesaid completion date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the Department under this Grant Contract exceed Nine Hundred Forth-Three Thousand Six Hundred Forty-Six Dollars and Forty Cents (\$943,646.40). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Agency for all service and Agency obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Agency.
- C.2. **Compensation Firm.** The maximum liability of the Department is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. **Payment Methodology.** The Agency shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Agency shall submit invoices prior to any reimbursement of allowable costs.
- C.4. **Travel Compensation.** The Agency shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. **Invoice Requirements.** The Agency shall invoice the Department no more often than monthly, with all necessary supporting documentation, and present such to:

LPD.invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Agency).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the Department).
 - (5) Grantor: State of Tennessee, Department of Transportation, Division of Multimodal Transportation Resources.
 - (6) Grantor Number (assigned by the Agency to the above-referenced Grantor).
 - (7) Agency Name.
 - (8) Agreement Number, Project Identification Number (PIN), and State Project Number Referenced in Preamble of this Grant Contract.
 - (9) Agency Remittance Address.
 - (10) Agency Contact for Invoice Questions (name, phone, and/or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period—it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any documentation and receipts attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.

iv. The total amount requested (all line-items) for the Invoice Period.

b. The Agency understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- (4) An invoice under this Grant Contract shall be presented to the Department within ninety (90) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Agency. An invoice submitted more than ninety (90) days after such date will NOT be paid. The Department will not deem such Agency costs to be allowable and reimbursable by the Department unless, at the sole discretion of the Department, the failure to submit a timely invoice is warranted. The Agency shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Agency's plan for submitting future invoices as required, and it must be signed by an Agency agent that would be authorized to sign this Grant Contract.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Agency may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Indirect Cost. Should the Agency request reimbursement for indirect cost, the Agency must submit to the Department a copy of the indirect cost rate approved by the cognizant federal agency and the Department. The Agency will be reimbursed for indirect cost in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Agency makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the contract period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the Department. If the indirect cost rate is provisional during the period of this Grant Contract, once the rate becomes final, the Agency agrees to remit any overpayment of funds to the Department, and subject to the availability of funds the Department agrees to remit any underpayment to the Agency.

C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the contract period.

C.9. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.10. Non-allowable Costs. Any amounts payable to the Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.11. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under this Grant Contract or under any other agreement between the Agency and the Department under which the Agency has a right to receive payment from the Department.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The Department is not bound by this Grant Contract until it is signed by the contract parties.

D.2. Modification and Amendment. Except as specifically provided herein, this Grant Contract may be modified only by a written amendment signed by all parties hereto.

D.3. Termination for Convenience. The Department may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount, for which the Department is liable, shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Agency violates any terms of this Grant Contract, the Department shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Grant Contract by the Agency.

D.5. Subcontracting. The Agency shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Public Accountability," "Public Notice," "Records," "Monitoring," "State and Federal Compliance," "Title VI," "Americans with Disabilities Act," and "Governing Law" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Agency warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Agency on the

grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Public Accountability. If the Agency is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4, or if this Grant Contract involves the provision of services to citizens by the Agency on behalf of the State, the Agency agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Agency shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Agency shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Agency shall be approved by the Department.
- D.10. Licensure. The Agency and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.11. Records. The Agency (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Agency (and any approved subcontractor), insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds in Tennessee*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/finreptmanual.asp>. The records for local governments shall be maintained in accordance with the *Internal Control and Compliance Manual for Tennessee Municipalities*, published by the Tennessee Comptroller of the Treasury and found at <http://www.comptroller1.state.tn.us/ma/citymanual.asp> and in accordance with GFOA's publication, *Governmental Accounting, Auditing and Financial Reporting*.
- D.12. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State of Tennessee require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.13. Monitoring. The Agency's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Agency shall submit brief, periodic, progress reports to the Department as requested.
- D.15. Annual Report and Audit. The Agency shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to

the Commissioner or head of the Department, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Agency that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and State of Tennessee funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Agency and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.16. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Agency shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Agency's compliance with applicable federal procurement requirements.

The Agency shall obtain prior approval from the Department before purchasing any equipment under this Grant Contract.

- D.17. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.18. **Independent Contractor.** The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Agency, being a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State of Tennessee beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.19. State Liability. The Department shall have no liability except as specifically provided in this Grant Contract.
- D.20. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.21. State and Federal Compliance. The Agency shall comply with all applicable State of Tennessee and federal laws and regulations in the performance of this Grant Contract.
- D.22. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.23. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.24. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.25. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Department:

Jessica Wilson, Bicycle and Pedestrian Coordinator
Tennessee Department of Transportation, Multimodal Transportation Resources Division
James K. Polk Building, Suite 1800
Nashville, TN 37243
Jessica.L.Wilson@tn.gov
Telephone #: 615-741-5025

The Agency:

Wayne Hail, City Manager

City of Fairview
7100 City Center Way, P.O. Box 69
Fairview, TN 37062
cm.fairview-tn.org
Telephone # 615-387-6084

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Grant Contract upon written notice to the Agency. Said termination shall not be deemed a breach of contract by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Grant Contract. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.5. Department Right-of-Way. Nothing in this Grant Contract shall be construed to limit the Department's right to enter upon its highway right-of-way at any time.
- E.6. Maintenance. The Agency shall be responsible for the maintenance of the project. As an example, if the project funded hereunder results in the installation of any equipment, including but not limited to, traffic signals, lighting, electronically operated devices, solar-powered devices, then the Agency shall be responsible for and pay all costs associated with the maintenance and operation of the aforesaid equipment.
- E.7. Traffic Control. The Agency shall comply with and provide traffic control in accordance with the requirements of the current Manual on Uniform Traffic Control Devices. If proper compliance and traffic control is not in place, the Department may order the Agency to stop work until proper compliance and traffic control is put in place.
- E.8. Environmental Requirements. In the performance of this Grant Contract the Agency shall comply with all applicable environmental regulations and procedures, including but not limited to, the environmental procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at http://www.tn.gov/assets/entities/tdot/attachments/LGG_Manual.pdf) incorporated in Section A above. The aforesaid environmental procedures shall include, but not be limited to, complying with the Department's Tennessee Environmental Procedures Manual and Tennessee Environmental Streamlining Agreement, obtaining permits detailed in the Statewide Storm Water Management Plan, performing erosion control plans, performing an Erosion Control Conference when needed, and obtaining applicable permits. The Agency shall be solely responsible for compliance with all applicable environmental regulations and for any liability arising from noncompliance with the aforesaid regulations and the agency shall reimburse the Department for any loss incurred for noncompliance to the extent permitted by Tennessee law.
- E.9. Plans and Specifications. In the performance of this Grant Contract the Agency shall comply with all Department Design Policies and Procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at http://www.tn.gov/assets/entities/tdot/attachments/LGG_Manual.pdf) incorporated in Section A

above. The Agency shall submit to the Department for approval all plans and specifications as detailed in the aforesaid Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects.

- E.10. Right-of-Way. In the performance of this Grant Contract the Agency shall comply with all right-of-way procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at http://www.tn.gov/assets/entities/tdot/attachments/LGG_Manual.pdf) incorporated in Section A above. The aforesaid right-of-way procedures shall include, but not be limited to, complying with applicable state laws, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title - 42 U.S.C. §§ 4601, et seq., 49 C.F.R. Part 24, and the Department's Right-of-Way Procedures Manual.
- E.11. Utilities. In the performance of this Grant Contract the Agency shall comply with all utility procedures detailed in the most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects (located at http://www.tn.gov/assets/entities/tdot/attachments/LGG_Manual.pdf) incorporated in Section A above. The Agency shall provide for and accomplish all applicable utility connections within the right-of-way and easements prior to the construction of the project.
- E.12. Title VI. The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.
- E.13. Americans with Disabilities Act. The Agency shall comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq. and the regulations of the federal government issued thereunder.
- E.14. Tennessee Department of Revenue Registration. The Agency shall be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material provision of this Grant Contract.

IN WITNESS WHEREOF,

CITY OF FAIRVIEW

PATTI L. CARROLL, MAYOR

DATE

PRINTED NAME AND TITLE OF AGENCY SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

AGENCY ATTORNEY

DEPARTMENT OF TRANSPORTATION:

JOHN SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

GRANT BUDGET

Agreement Number: 160087
 Project Identification Number (PIN): 123627.00
 State Project Number: 94LPLM-S3-091

PHASE	GRANT CONTRACT	AGENCY PARTICIPATION	TOTAL PROJECT
NEPA	\$81,315.28	\$3,227.12	\$84,542.40
DESIGN	\$15,328.82	\$806.78	\$16,135.60
RIGHT OF WAY	\$1,425.00	\$75.00	\$1,500.00
CONSTRUCTION	\$816,457.74	\$42,971.46	\$859,429.20
DEPARTMENT ENGINEERING OVERSIGHT ¹	\$49,119.56	\$2,585.24	\$51,704.80
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
GRAND TOTAL	\$943,646.40	\$49,665.60	\$993,312.00

¹ "Department Engineering Oversight" is defined as engineering activities provided by and for the Department to conduct grant monitoring.

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Bill # 2016-22

ORDINANCE NO. 935

**AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE,
ORDINANCE CHAPTER 3, PARK COMMISSION, SECTION 2-302
MEMBERSHIP, SUBS (1) AND (6).**

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Fairview Municipal Code, Park Commission should be revised by amending Section 2-302, "Membership," Subparagraphs (1) and (6) and that such an amendment will be in the best interest and welfare of all the citizens of the City of Fairview, Tennessee, said Municipal Code, Chapter, Section and Subparagraphs are hereby amended as follows:

**THEREFORE, BE IT ORDAINED, by the City of Fairview,
Tennessee as follows:**

Fairview, Municipal Code Chapter 3, Park Commission, Section 2-302 Membership, subparagraph (1), and Chapter 3, Park Commission, Section 2-302 Membership, subparagraph (6), as they currently read is as follows:

(1) Two (2) members from the Fairview, Tennessee, Board of Commissioners nominated by the Mayor of the City of Fairview, Tennessee and approved by a majority vote of the Board of Commissioners of the City of Fairview, Tennessee.

(6) One (1) member from the residents of the City of Fairview, Tennessee, at large. Said member is to be nominated by the Mayor of the City of Fairview, Tennessee and approved by a majority vote of the Board of Commissioners of the City of Fairview, Tennessee.

**THEREFORE BE IT ORDAINED, by City of Fairview,
Tennessee as follows:**

Fairview, Municipal Code Chapter 3, Park Commission, Section 2-302 Membership, subparagraph (1), and Chapter 3, Park Commission, Section 2-302 Membership, subparagraph (6), be amended to read as follows:

(1) One (1) member from the Fairview, Tennessee, Board of Commissioners nominated by the Mayor of the City of Fairview,

Tennessee and approved by a majority vote of the Board of Commissioners of the City of Fairview, Tennessee.

(6) Two (2) members from the residents of the City of Fairview, Tennessee, at large. Said members are to be nominated by the Mayor of the City of Fairview, Tennessee and approved by a majority vote of the Board of Commissioners of the City of Fairview, Tennessee.

BE IT FURTHER ORDAINED, that the remaining provisions of the City of Fairview, Tennessee, Municipal Code Chapter 3, Park Commission, Section 2-302, "Membership," shall remain unchanged.

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

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

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

IDE

Bill # 2016-23

ORDINANCE NO. 936

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL CODE, TITLE 14, "ZONING AND LAND USE CONTROL," CHAPTER 1, "MUNICIPAL PLANNING COMMISSION," SECTION 14 - 101 "CREATION AND MEMBERSHIP.

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Municipal Code of the City of Fairview, Tennessee should be revised and that the best interest and welfare of all the citizens of the City of Fairview, Tennessee, will be served by amending the Fairview, Tennessee, Municipal Code, Title 14, Chapter 1, Section 14-101 as follows:

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

Fairview, Tennessee Municipal Code, Title 14 "Zoning and Land Use Control". Chapter 1, "Municipal Planning Commission", Section 14 -101, "Creation and membership" As It currently reads is as follows:

14 - 101. Creation and membership. Pursuant to the provisions of Tennessee Code Annotated, § 13-4-101 there is hereby created a municipal planning commission, hereinafter referred to as the planning commission. The planning commission shall consist of nine (9) members; two (2) of these shall be the mayor or a person designated by the mayor, and another commissioner selected by the board of commissioners; the other seven (7) members shall be appointed by the board of commissioners. All members of the planning commission shall serve as such with their compensation to be set by resolution of the board of commissioners. Except for the initial appointments, the terms of the seven (7) members appointed by the board of commissioners shall be for three (3) years each. The seven (7) members first appointed shall be appointed for terms of one (1), two (2), three (3), four (4), five (5), six (6) and seven (7) years respectively so that the terms of members expire each year. The terms of the mayor and the commissioner selected by the board of commissioners shall run concurrently with their terms of office. Any vacancy in an appointive membership shall be filled for the unexpired term by the board of commissioners, which shall also have the authority to remove any appointive member at its will and pleasure. (1973 Code, § 11-101, as amended by Ord. #589, Sept. 2004, Ord. # 661, Mar. 2007).

THEREFORE BE IT ORDAINED, by the Fairview Board of Commissioners that the Fairview Municipal Code, be amended to include this Ordinance as amended to read as follows:

14 - 101. Creation and membership. Pursuant to the provisions of Tennessee Code Annotated, § 13-4-101 there is hereby created a municipal planning commission, hereinafter referred to as the planning commission. The planning commission shall consist of nine (9) members; two (2) of these shall be the mayor or a person designated by the mayor, and another commissioner selected by the board of commissioners; the other seven (7) members shall be appointed by the board of commissioners. All members of the planning commission shall serve as such with their compensation to be set by resolution of the board of commissioners. Except for the initial appointments, the terms of the seven (7) members appointed by the board of commissioners shall be for three (3) years each. The seven (7) members first appointed shall be appointed for terms of one (1), two (2), three (3), four (4), five (5), six (6) and seven (7) years respectively so that the terms of members expire each year. The terms of the mayor and the commissioner selected by the board of commissioners shall run concurrently with their terms of office. Any vacancy in an appointive membership shall be filled for the unexpired term by the board of commissioners, which shall also have the authority to remove any appointive member at its will and pleasure.

The Board of Commissioners shall also appoint two (2) additional auxiliary members designated as auxiliary member numbers one (1) and two (2). The auxiliary members shall be permitted to sit as a regular member of the Planning Commission at any time a regular Planning Commission Member is absent from any Planning Commission meeting. If more than one regular member of the Planning commission is absent from a Planning Commission meeting then both auxiliary members shall sit as regular Planning Commission Members. If only one Planning Commission member is absent from any Planning Commission meeting the auxiliary members shall sit as a regular member of the Planning Commission with auxiliary member number 1 sitting first and the two auxiliary members shall rotate sitting as regular member of the Planning Commission from that date forward. The auxiliary member(s) who sits for an absent regular Planning Commission shall receive the compensation the regular Planning Commission member(s) would have received had he or she been present for the meeting missed by that regular Planning Commission member(s). The auxiliary members shall receive no other compensation for their services other than as stated herein.

The terms of the auxiliary members shall be three (3) years from their initial date of appointment at which time they may be reappointed by the Board of Commissioners at the sole and exclusive desire of the Board of Commissioners. Any vacancy in an appointed auxiliary membership shall be filled for the unexpired term of that auxiliary member by the board of commissioners, which shall also have the authority to remove any appointive auxiliary member at its will and pleasure.

While the purpose of the appointing of the auxiliary members is to provide training and experience so that a better more experienced source for future Planning Commission members will be available, any vacancies that occur in the regular Planning Commission Board shall be filled as outlined in this Ordinance and City of Fairview policies for the staffing of all Boards and or Commission shall be followed with no preference given or taken away from any appointed auxiliary members.

The auxiliary members shall be non-voting auxiliary members who may fully participate in all discussions, ask questions and participate in and all the debate on any issue. Said members shall not be permitted to make motions or vote on the issues except as detailed in this Ordinance. The auxiliary members shall be allowed to fully participate as any other Planning Commission Member(s) including making motion(s) and vote upon the issue(s) under the following circumstances to the full extent of any member of the Planning Commission. When due to the absence of the regular member(s) of the Planning Commission, the auxiliary member is sitting on the Planning Commission for the absent regular member(s) of the Planning Commission.

(1973 Code, § 11-101, as amended by Ord. #589, Sept. 2004, Ord. # 661, Mar. 2007).

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

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

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

Passed Second Reading

City of Fairview

10F

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

RECOMMENDATIONS

2016 – 6

DATE: JULY 12, 2016

TO: FAIRVIEW BOARD OF COMMISSIONERS

FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION

On July 12, 2016 the following item was voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.

8.1 DISCUSS AND/OR TAKE ACTION ON REZONING PROPERTY ON 409 HIGHWAY 96, NORTH FROM RS-40 (RESIDENTIAL) TO CG (COMMERCIAL GENERAL) MAP 42, PARCEL 28.00, .96 ACRE. ROBERT B. HAMILTON OWNER.

Mr. Hamilton present to answer questions. Anderson read engineer comments which will become part of these minutes. Exhibit A. Lovvorn made a motion to send a recommendation to the Board of Commissioners to disallow the rezoning based on not meeting the Land Use Plan. Butler Seconded. All were in favor.

**CITY OF FAIRVIEW
MUNICIPAL PLANNING COMMISSION
REGULAR MEETING
JULY 12, 2016**

CITY STAFF REPORT

5. RECOMMENDATIONS – NO AGENDA ITEMS

6. BONDS – NO AGENDA ITEMS

7. OLD BUSINESS – NO AGENDA ITEMS

8. NEW BUSINESS

ITEM 8.1 DISCUSS AND/OR TAKE ACTION ON REZONING PROPERTY ON 409 HIGHWAY 96, NORTH FROM RS-40 (RESIDENTIAL) TO CG (COMMERCIAL GENERAL) MAP 42, PARCEL 28.00, .96 ACRE. ROBERT B. HAMILTON OWNER.

- 1) It should be noted that there are no commercially zoned properties adjacent to the subject property. Additionally, the closest commercially zoned property is approximately 1,500 feet northwest along S.R. 96.
- 2) The Proposed Land Use Map for the subject parcel and the surrounding areas is designated as RM – Medium Density Residential.

City of Fairview

7100 City Center Way
Fairview, TN 37062-0069



Phone: 615-799-1585
Fax: 615-799-5599
Email: codes@fairview-tn.org

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of Fairview **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property.
3. A list of Names and addresses of all adjacent property owners.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the authority to request the zoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$200.00 application fee (Checks should be made payable to "City of Fairview")

Request No. _____ Date Submitted 6-15-16

SECTION 1 – Applicant Information

(Any correspondence from the City will be addressed to the applicant)

- Property Owner Purchaser of Property Engineer Trustee
 Architect Other _____

Name: Robert Hamilton Phone: _____

Business: _____ E-mail: _____

Address: 409 Hwy 96N. Best Way to Contact: Phone

City: Fairview State: TN Zip: 37062 (Mail, E-mail, Phone)

SECTION 2 – Property Information for the Rezoning Request

Project Name: _____

Project Address: 409 Hwy 96N Fairview, TN 37062

Existing Land Use: Residential (RS-40)

Proposed Land Use: CG

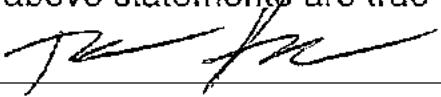
Total Acreage of Project/Rezoning: .96

TAX MAP	PARCEL(S)	CURRENT ZONING DISTRICT	REQUESTED ZONING DISTRICT	# OF ACRES	PROPERTY OWNER
42	28.00	Residential	CG	.96	Robert Hamilton

***Reason for Rezoning must be included on an attached sheet.

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to go to the Board of Commissioners. The Board of Commissioners must approve a Rezoning Ordinance on two readings and hold a Public Hearing before the rezoning request is considered approved.

I certify that all of the above statements are true to the best of my knowledge.

Applicant's Signature:  Date: 6-15-16

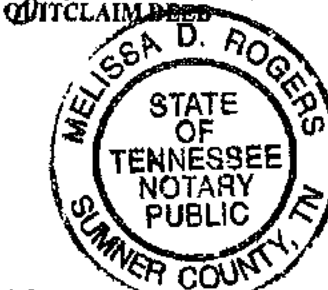
FOR OFFICE USE ONLY

APPLICATION RECEIVED AND FILING FEE PAID \$200⁰⁰ 6-15-2016

DATE OF APPROVAL BY PLANNING COMMISSION _____

DATE OF FINAL APPROVAL BY BOARD OF COMMISSIONERS _____

Warranty Title



STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS
GREATER, FOR THIS TRANSFER IS - 0

Robert B. Hamilton
A Man

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th day
of March, 2009.

Melissa D. Rogers
Notary Public
MY COMMISSION EXPIRES: 3/24/09
(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
Warranty Title Insurance Company, Inc., 2401 Memorial Blvd., Springfield, TN 37173

ADDRESS NEW OWNER(S) AS FOLLOWS:			SEND TAX BILLS TO:			MAP-PARCEL NUMBERS
Robert B Hamilton			Robert B Hamilton			
(NAME)			(NAME)			
409 Hwy 96 North			409 Hwy 96 North			042-028.00
(ADDRESS)			(ADDRESS)			
Fairview, TN			Fairview, TN 37062			
(CITY)	(STATE)	(ZIP)	(CITY)	(STATE)	(ZIP)	FA No: 20070318

For and consideration of the sum of one dollar, cash in hand paid by the hereinafter named GRANTEES, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Robert B. Hamilton, hereinafter called the GRANTOR, have bargained and sold, and by these presents do transfer and convey and quitclaim unto Robert B Hamilton, a single person, and Tanaka Nash, a single person, hereinafter called the GRANTEES, their heirs and assigns, forever, all right, title and interest in the following described tract or parcel of land in Williamson County, State of Tennessee, described as follows, to-wit :

Being a tract of land lying in Fairview, Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing iron rod in the Southerly right of way line of State Highway 96, 100 feet in width, at a corner common with the plat of Clearview Meadows, as of record in Plat Book 13, page 77, at the Register's Office for Williamson County, Tennessee, said iron rod being located at Northing 604,930.42, Easting 1,636,107.12, on the state plan coordinate system NAD-83 (1993); thence leaving the Southerly right of way line of State Highway 96, with the Westerly property line of the plat of Clearview Meadows, South 06° 41' 08" West, 168.50 feet to an existing iron rod at a corner common with the property of Lloyd B. Sullivan, et ux, as of record in Deed Book 527, page 890, at the Register's Office for Williamson County, Tennessee; thence with the Northerly property line of Lloyd B. Sullivan, et ux, North 69° 18' 52" West, 227.02 feet to an existing iron rod in the Easterly property line of Angela Joy Sullivan, as of record in Deed Book 156, page 363, at the Register's Office for Williamson County, Tennessee; thence with the Easterly property line of Angela Joy Sullivan, North 06° 45' 22" East, 110.56 feet to an existing iron rod at a corner common with a portion of the property sold to the Williamson County Schools; thence with the Southeastly property line of a portion of the property sold to the Williamson County School, North 41° 05' 29" East, 126.89 feet to an existing iron rod in the Southerly right of way line of State Highway 96; thence with the Southerly right of way line of State Highway 96, South 48° 54' 31" East, 179.92 feet to the point of beginning, containing 42,142 square feet or 0.967 acres, more or less.

BEING all of the same property conveyed to Robert B. Hamilton, by Quitclaim Deed from Rita D. Sadler and Shannon R. Sadler, dated _____ and filed of record in Book 470, Page 37, Register's Office for Williamson County, Tennessee.

unimproved
This is improved property, known as

409 Hwy 96 North, Fairview, TN 37062
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

Witness my hand this 18th day of March, 2009.

Robert B. Hamilton
Robert B. Hamilton

STATE OF TENNESSEE
COUNTY OF DAVIDSON

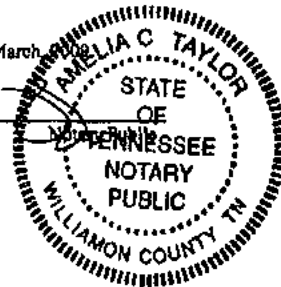
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within, the bargainor(s), with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Fairview, Tennessee this 18 day of March

Commission expires:

June 16, 2010

[Signature]



BK/PG:4770/39-40
09013040

QUITCLAIM DEED	
03/24/2009	08:59 AM
BATCH	146089
REG TAX	0.00
TRN TAX	0.00
REC FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS



SWEETBRIAR SPRINGS
PHASE 1

204.22'

"C"

79.88'

"C"

MAY 96 RD

"A"

131'

7

309.67'

168.5'

227.02'

28

110.56'

MAGNOLIA