



AGENDA

1. **Roll Call**
2. **Call to order by Mayor Carroll**
 - A. Prayer and Pledge
3. **Approval of the Agenda**
4. **Public Hearing**
5. **Citizen Comments (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).**
6. **Awards and/or Recognitions**
7. **Public Announcements**
 - A. FMS/FHS New Traffic Pattern – Collins
 - B. Comprehensive Plan - Collins
8. **Staff Comments**
9. **Approval of the Minutes**
10. **Consent Agenda Consisting of Items as Follows**
 - A. Minutes from the July 20, 2017 Board of Commissioners Meeting
 - B. Minutes from the June 15, 2017 Beer Board Meeting
11. **Old Business**
12. **New Business**
 - A. Appointments to Open Seats
 1. Board of Zoning Appeals
 - A. Citizen Seat Expiring 6-30-2018
 - B. Citizen Seat Expiring 6-30-2020
 2. Tree Board
 - A. Citizen Seat Expiring 6-30-2019
 3. Planning Commission
 - A. Michael Mitchell's seat expired 6-30-2017 (3-year term)
 - B. Citizen Seat Expiring 6-30-2019 (Matt Beata resigned)
 4. Industrial Development Board
 - A. Citizen Seat Expiring 6-30-2020
 - B. Resolution No. 16-17, A Resolution of the Board of Commissioners of the City of Fairview, Tennessee, to Formally Accept the Subdivision Improvements Associated with Brandenburg Cove Subdivision – Costanzo
 - C. Request to Waive Compliance with Conditions Specified in the Evergreen Industrial Park Covenants and Restrictions on Behalf of Kris Mangrum for a Portion of Lot 6 - Costanzo
 - D. Roadscapes Project - Rainey
 - E. Future Developments - Carroll
 - F. Addendum C, An Extension to the Interlocal Agreement Between Williamson County and the City of Fairview for the Joint Use of a Facility to Provide Emergency Response Services

- G. Ordinance No. 2017-21, An Ordinance to Modify the Hours of Public Park Use by Making it Unlawful to Occupy the Park by any Person or Persons During the Hours of Darkness with the Exception of City Sanctioned Events. Individuals Found in Violation of this Ruling Shall be Subject to Prosecution
- H. Resolution No. 15-17, A Resolution Enacting a Moratorium on all Zonings and Rezoning of Residential Densities Greater than the City's Current RS20 Zoning Classification *and* on Future Proposals for Planned Unit Developments (P.U.D.s). - Crutcher
- I. Fund Balance Policy Revision - Collins

13. City Manager Items for Discussion

- A. Miscellaneous Updates
- B. City Attorney Comments

14. Communications from the Mayor and Commissioners

15. Adjournment

12A

CITY OF FAIRVIEW

AVAILABLE BOARD SEATS
AS OF 7/28/2017

BOARD OF ZONING APPEALS:

1. Citizen seat expiring 6-30-2018
2. Citizen seat expiring 6-30-2020

No applications as of 7/28/2017

TREE BOARD:

1. Citizen seat expiring 6-30-2019 (former Beer Board member John Conners has interest in this position)

PLANNING COMMISSION:

1. Michael Mitchell's seat expired 6-30-2017 – Mitchell is resigning from his seat
2. Matt Beata's seat expiring 6-30-2019 - Beata is resigning his seat effectively immediately (former Beer Board member Daniel Jenkins has interest in this position)

INDUSTRIAL DEVELOPMENT BOARD:

1. Citizen seat expiring 6-30-2020

No applications as of 7/28/2017

CITY OF FAIRVIEW, TENNESSEE
RESOLUTION NO. 16-17

12B

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, TO FORMALLY ACCEPT THE SUBDIVISION IMPROVEMENTS ASSOCIATED WITH BRANDENBURG COVE SUBDIVISION.

WHEREAS, on February 12, 2008, the City of Fairview entered into a Subdivision Development Agreement with Donald Cunningham (developer) for public improvements associated with Brandenburg Cove Subdivision (formerly known as Thompson's Landing Subdivision); and

WHEREAS, Donald Cunningham (developer) has completed the subdivision improvements associated with Brandenburg Cove Subdivision as required in the above referenced agreement; and

WHEREAS, the City of Fairview has received the as-built drawings for the Brandenburg Cove Subdivision as required in Article 3-105 of the Subdivision Regulations of the City of Fairview; and

WHEREAS, the engineer for the City of Fairview has inspected the subdivision improvements and has determined that said improvements have been constructed in substantial compliance with the approved improvement plans and as reflected on the as-built drawings for Brandenburg Cove Subdivision; and

WHEREAS, the municipal Planning Commission of the City of Fairview made a favorable recommendation to the Board of Commissioners at the July 11, 2017, Planning Commission meeting to accept the Brandenburg Cove Subdivision;

NOW, THEREFORE, the Board of Commissioners of the City of Fairview hereby resolves as follows:

- a) The Subdivision Improvements associated with Brandenburg Cove Subdivision as shown on the final plat as recorded in Plat Book 53, Page 29, with the Williamson County Register of Deeds have been accepted for public maintenance, including the streets, sidewalks, utilities, and stormwater management systems; and
- b) In accordance with the Brandenburg Cove Subdivision final plat, all easements, sidewalks, and streets within the project boundaries, including Brandenburg Cove, shown on the plat as dedicated to public use are accepted; and
- c) The bond required by the Subdivision Development Agreement for the construction and maintenance of the public improvements associated with Brandenburg Cove Subdivision may be released.

Adopted this the _____ day of _____, 2017.

MAYOR

ATTEST:

CITY RECORDER

**Approved as to Form
City Attorney**

BK

12C

EVERGREEN INDUSTRIAL PARK
CITY OF FAIRVIEW, TENNESSEE

RESTRICTIVE COVENANTS

JUNE 1997

PROTECTIVE COVENANTS
EVERGREEN INDUSTRIAL PARK
FAIRVIEW, TENNESSEE

DEFINITIONS

- A. **THE CITY:** The city shall be the City of Fairview, Tennessee or its successors or assigns.
- B. **THE INDUSTRIAL PARK:** That property which is referred to as the Evergreen Industrial Park controlled and maintained by the City of Fairview.
- C. **THE OWNERS:** Owners shall be purchasers of land in the Evergreen Industrial Park hereafter, their successors, assigns and transferrers.

PURPOSE

It is the purpose and intent of these covenants and restrictions to insure proper use and appropriate development and improvement of each building site in Evergreen Industrial Park; to protect the owners of building sites against improper uses of surrounding building sites that will depreciate property values; to prevent the haphazard construction of structures built of improper or unsuitable materials; to control and maintain proper setbacks from park streets, and adequate green space between buildings; and generally, to provide quality guidelines and controls for Evergreen Industrial Park.

OBJECTIONABLE USES WITHIN THE PARK

- A. No lot of any portion will be used for the building of a substandard structure, nor shall any materials or products be manufactured, processed or stored on the premises which shall cause an undue fire hazard, which constitute a nuisance or cause the emission of noxious odors, liquids, gases, dust, fumes or smoke, or create noises or other unreasonable conditions which may injure the reputation of the lot or adjacent properties or which shall constitute a violation of any applicable law of the United States, the State of Tennessee, County of Williamson and the City.
- B. In addition, the following uses are specifically prohibited in the industrial park:
1. Auto wrecking, salvage yards, or junk yards.
 2. Asphalt, and/or lime manufacturing or processing.
 3. Manufacture or storage of explosives.
 4. Stock yards, or slaughter yards.
 5. Prison or correctional facility of any type.

Evergreen Industrial Park
Restrictive Covenants
Page 2

6. Pulp, paper mills or glue works.
7. Mobile homes as permanent structures (Temporary construction facilities allowed).
8. Commercial or medical incineration.
9. Rubbish, garbage, or trash dumps (landfills).
10. Stone and monument works.
11. Mini-storage warehouses.
12. Retail. Except those products manufactured on site. In which case, a showroom and sales area will be permitted.

PERMITTED LAND USES IN THE PARK

- A. All of the sites in Evergreen Industrial Park are for manufacturing, assembly or processing purposes, warehouse/distribution facility, and office building, and all grantees agree to use the sites only for such purposes and under such conditions as contained herein.
- B. All of the uses permitted shall have their primary operations conducted entirely within enclosed buildings.

PLANS AND SPECIFICATIONS

- A. No use of the land, whatsoever, can commence until plans and specifications for a building or addition are submitted to and approved in writing by the City. Written approval by the City, its successors or assigns, for a particular use shall be conclusive evidence of compliance with this or any other portion of these covenants.
- B. Construction, modification, or improvements within Evergreen Industrial Park shall be in accordance with the requirements of all applicable Building, Zoning and other Codes and Regulations of the City.

Subdivision of Site and Resale Rights

The property within Evergreen Industrial Park cannot be subdivided and sold by a subsequent party without the written approval of the City.

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REPURCHASE OF PARK LAND

After the expiration of twelve months, the owner of a properly deeded property must start construction of a building in the park as approved by the City provided all conditions of the sales contract have been met by the city. If the owner does not initiate construction, the City shall have the option and right of repurchasing the site from the owner at the same price originally paid to the City; provided, however, that the City may extend the time period in which such building may be started.

DURATION OF COVENANTS AND RESTRICTIONS

These covenants and restrictions for Evergreen Industrial Park shall continue for 50 years from and after the date of recording and be binding upon the grantees, their heirs, successors and assigns, and all persons claiming under them, and shall be continued automatically thereafter for successive periods of 25 years each. The covenants can be amended with the approval of 75% of all grantees, leasees or occupants in the Industrial Park plus the Industrial Board, and the City Board of Commissioners.

COVENANTS RUN WITH THE LAND

The covenants and restrictions contained in this instrument shall run with, bind and inure to the benefit of and be enforceable by the City, its successors or assigns.

ENFORCEABILITY OF COVENANTS AND CONDITIONS

Violation or breach of any covenant or agreement herein contained shall give the City, its successors or assigns, the right to enter said property and abate and remove or correct any condition that may constitute a violation at the expense of the land owner, which expense shall be a lien on such land enforceable in Equity; provided, however, no entry was made on the land and no corrective action commenced by the owner until 30 days after delivery of a violation or complaint from the City to the occupant of the premises.

INVALIDATION OF RESTRICTIVE COVENANTS

A. The failure of the City to enforce any provision of the restrictive covenants and conditions in a specific situation shall not be construed as a waiver or abandonment of such provision in this instrument.

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Page 4

B. Invalidation by Court adjudication or the failure to enforce any provision of the restrictive covenants shall not affect the validity of any other provision, and all other provisions of this instrument shall remain in full force and effect.

NOTICE AND ACCEPTANCE OF COVENANTS

All persons who now or will own or acquire any right, title, or interest in the industrial park property are deemed to have consented and agreed to every covenant and condition contained in this instrument. Structures and other improvements in place when these covenants are adopted will be brought into compliance as soon as owners are able to make the needed changes. Upon sale or transfer of ownership of non complying properties, new owners shall have maximum of twelve months from date of purchase or transfer to bring property into compliance with these covenants.

RIGHT OF WAIVER

The City reserves the right at any time to approve in writing minor variances or waive in writing compliance with any of the covenants and conditions set forth in this instrument as may be deemed necessary.

INDUSTRIAL PARK DEVELOPMENT STANDARDS

A. SETBACKS

1. No building or structure shall be constructed closer than 45 feet to any front lot line, or closer than 20 feet to any other boundary line of the site on which it is located. The area between the building lines and the property lines is to be used for open and green space landscaping or for off-street parking. Any variance shall be approved by the City's Board of Zoning Appeals.
2. All setback areas facing roads between the front building line and the curb, with the exception of driveways, parking area, sidewalks and other walk ways, will be used exclusively for trees, shrubs, lawns and other ground covers or material as approved by the City. The land area outside building lines shall be maintained by and at the expense of the grantee, leasee or owner of the premises.
3. If a driveway is closer than 10 ft. from the property line, the property line must be buffered.

B. BUILDING REQUIREMENTS

1. No building shall be constructed with exterior wooden walls. Any buildings constructed in Evergreen Industrial Park shall be of masonry or enamel metal construction, its equivalent or better. Display/models may be exempted on specific approval.
2. The exterior walls of each building fronting designated streets, including the side walls to a minimum depth of ten (10) feet and a minimum height of eight (8) feet, shall be finished with face brick, glass, architectural masonry or stone, its equivalent or better. The remaining portion of a buildings exterior walls shall be common brick, concrete, concrete blocks, tile blocks or tile bricks, glass or enamel metal siding, their equivalent or better.
3. All other types of construction and building materials not covered by the above description must be submitted and have written approval of the City, its successors or assigns.
4. No structure or tower hazardous to aircraft shall be erected in the Industrial Park.
5. No accessory buildings shall be constructed or permitted to keep articles, goods or materials in the open or exposed to public view. When necessary to store or keep materials in the open, the lot area shall be an attractive screen fenced shield, equivalent or better, and at least six (6) feet high; storage shall be limited to the rear two-thirds of the occupied building site.
6. Bulk storage above ground of all liquids, including gasoline and petroleum products on the outside of the buildings, shall be permitted only in locations as approved by the City, in writing, and subject to compliance with rules and regulations of any governmental agencies having jurisdiction over such matters.

C. PARKING AND ACCESS

1. All driveways and parking areas shall be properly constructed and surfaced with asphalt or concrete and shall include adequate drainage to dispose of all surface water as required by Federal, State, City, and EPA regulations and approval by the City.

2. Parking area shall be located a minimum of 10 feet from any other boundary line of the site. The minimum paved parking area shall be one (1) parking space for each two (2) employees normally working the largest shift or one (1) parking space shall be provided for each 1,500 square feet of gross floor area, whichever is greater. A "parking space" shall be one hundred eighty (180) square feet; driveways and other spaces for the movement of cars or trucks shall not be included in computing the proper number of parking spaces for each building site.
3. Handicap parking requirements shall be in accordance with the American Disabilities Act.
4. All parking areas shall be lighted to provide employee and visitor safety. Lighting should be placed in such a way not to interfere with or create a nuisance to other property owners.
5. Parking shall not be allowed on any street or road, either public or private or at any place other than the paved parking areas provided in this instrument, and each owner shall be responsible for compliance by its employees and visitors.

D. LOADING AND UNLOADING PRACTICES

No loading docks shall be allowed on the front of any building in Evergreen Industrial Park. Truck shipping and receiving practices for all freight shall be conducted on those sides of any building which do not face a frontage street.

E. INDUSTRIAL PARK LANDSCAPING

1. Land areas between building and property lines which are not surfaced for parking areas shall be landscaped with an attractive combination of trees, shrubs, flowers, lawn, ground covers, etc., according to plans first approved in writing by the City.
2. All landscaped areas shall be properly maintained and well-kept thereafter and at the expense of the land owner.
3. Undeveloped areas proposed for future expansion by the owner shall be kept in an appropriate manner, which includes regular cutting of grass, weeds and clearing of unsightly bushes or plants, stored materials, trash and debris.

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4. The owner of the property shall be responsible for the clearing of litter from the boundary of its site.

F. PARK SIGNAGE

1. A specification drawing of any sign, trademark or advertising device to be used on any lot or the exterior of any lot, building or structure will be submitted to the City for written approval and permitting.
2. Normally, the company's trade name and logo may be displayed on the building in the manner in which they are generally used by the occupant and trademark/copyright law. Signs, and all similar electronic communications (flashing or intermittent lighting) of an unsightly nature are prohibited. One sign measuring no more than 60 square feet designating the industry will be allowed on one frontage of Evergreen Industrial Park street within the confines of the building itself no higher than outside walls. Ground signs must not exceed 8 feet in height. Additional directional signs will be allowed on the premises not to exceed four.
3. No sign will be allowed that obstructs vision to vehicular traffic.
4. With the start of construction, one (1) temporary sign, conforming to local zoning ordinances and regulations, will be allowed denoting the architects, engineers, contractor, and other related subjects of the building project.

G. REFUSE

1. Waste must be disposed of in a manner approved by the City.
2. The owners' premises shall not be used or maintained as a dumping ground for rubbish, trash or junk and shall be in compliance with paragraph E. 2. and 3. of these protective covenants. Each lot owner is responsible for the removal of trash and rubbish from his property.
3. Trash, garbage, industrial scrap, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be maintained in good and clean condition. All outdoor refuse collection areas shall be in compliance with paragraph B. 5.

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4. Disposal of rubbish, junk, trash, garbage or any items by open burning is specifically prohibited.
5. Nothing herein contained shall prohibit on-site storage and processing of waste (other than by open burning) if conducted in accordance with applicable Federal, State and local laws and regulations.

H. MAINTENANCE OF PROPERTY

The owner of any tract in Evergreen Industrial Park shall keep the premises, buildings, improvements and appurtenances in a safe, clean, attractive and sanitary condition at all times and comply with all laws, ordinances and regulations pertaining to health and safety.

I. INDUSTRIAL PARK UTILITIES

1. Where underground utilities are provided in the Evergreen Industrial Park, all property owners shall be required to keep the utilities underground.
2. All ground mounted transformer or terminal equipment shall be screened from view of streets and adjacent properties.
3. The City reserves the right to construct utility lines overhead, and utility lines, pipes and conduits underground through an area of not more than twenty (20) feet in width adjacent to the boundary line of a property, and the property owner agrees to execute any and all instruments necessary and reasonable with the future development of the Park, including the granting of easements of not more than 60 feet in width along such boundary line for future gas, water, sewage, telephone, entrance and access roads, and electrical lines without unreasonably interfering with the property owner's use of the property and without cost, expense or liability to the property owner except as otherwise agreed.

J. SITE DRAINAGE

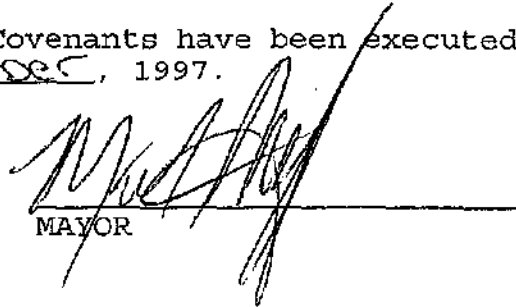
1. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch without providing regulation type culverts or waterway openings for natural drainage.

2. No rain or storm water run-off or such drainage as roof water, street pavement, and surface water caused by natural precipitation or ground water from footing or foundation drains of other subsurface water drainage shall be discharged into the sanitary sewer system.
3. No storm-water run-off or surface water drainage shall flow across an adjoining lot that would cause damage or constitute a nuisance.

K. CERTIFICATION OF SITE OWNERS

Upon request of an owner of a site within Fairview's Evergreen Industrial Park, the City shall certify, if such be the case, that such owner is not in default of any obligations hereunder.

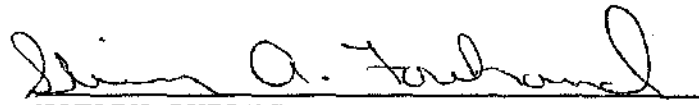
IN WITNESS WHEREOF, these Restrictive Covenants have been executed on this the 2nd day of September, 1997.

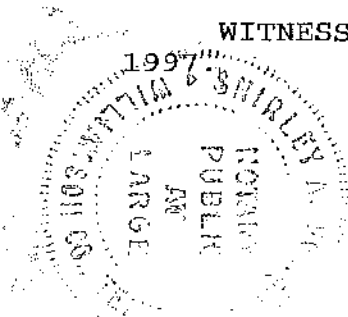

MAYOR

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, Shirley Forehand, a Notary Public in and for the State and County aforesaid, MARK MILLER, MAYOR, with whom I am personally acquainted and who upon oath acknowledged that such person to be Mayor of the City of Fairview, a municipality, and that he as such Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the municipality by himself as Mayor.

WITNESS my hand and seal this 2nd day of Sept., 1997.


NOTARY PUBLIC



My Commission Expires: May 16, 1998

State of Tennessee, County of WILLIAMSON
Received for record the 03 day of
SEPTEMBER 1997 at 3:59 PM. (REC# 233430)
Recorded in official records
Book 1563 Page 247- 257
Notebook 58 Page 314
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 44.00, Total \$ 44.00,
Register of Deeds SADIE WADE
Deputy Register GRACE DUBB

12F

K#17-235

**ADDENDUM C
EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF FAIRVIEW FOR THE JOINT USE OF A FACILITY TO PROVIDE
EMERGENCY RESPONSE SERVICES**

THIS ADDENDUM is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee, and the CITY OF FAIRVIEW ("City"), a municipal government, to extend the terms of the original Interlocal Lease Agreement ("Agreement") and define the financial responsibilities of the parties for the joint use of a facility owned by the City. In the event of any conflict in language or in purpose between this Addendum and the Agreement, exhibits, or any other previously executed addenda, this Addendum shall control.

RECITALS

- WHEREAS,** Williamson County and the City of Fairview are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to Tennessee Code Annotated, Section 12-9-104;
- WHEREAS,** the City owns improved property located at 1311 Hwy. 96 North, Fairview, Tennessee ("Facility");
- WHEREAS,** the Williamson County Public Safety Department has a continued need for access and use of a structure in the northwest part of the County to accommodate a fire engine and other related apparatus and equipment required to permit the Williamson County Rescue Squad ("Rescue Squad") to provide emergency response services to the surrounding area;
- WHEREAS,** the City has agreed to continue to lease part of the Facility to the County at an annual user fee of \$14,400.00 to permit the continued joint use of the Facility;
- WHEREAS,** the parties agree to continue to be bound by all the remaining provisions of the Original Agreement that do not conflict with this Addendum; and
- WHEREAS,** the current term of the original Agreement shall end on June 30, 2017 unless this Addendum is signed by the parties.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. The term of the Agreement shall continue on and through the 1st day of July, 2017, and end on the 30th day of June, 2018 unless otherwise terminated as provided in the Agreement. The annual rental rate is \$14,400.00 per year payable by the County to the City in the manner and at the address listed in the Agreement. The Agreement may be extended for additional one (1) year terms upon written agreement of the parties.
- 2. By execution of this Addendum the parties agree to amend the Agreement by permitting the parties the ability to extend the Agreement for additional one (1) year terms. The point of contact for the County shall be the Office of Public Safety Director and for the City, the City Administrator.
- 3. This Addendum shall not affect the remaining provisions of the Agreement and all provisions which do not conflict with this Addendum shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the _____ day of _____, 2017.

WILLIAMSON COUNTY, TENNESSEE:

CITY OF FAIRVIEW:

Rogers Anderson, Williamson County Mayor

Bill Jorgensen, Office of Public Safety Director

Nena Graham, Budget Director

Williamson County Attorney

Patti L. Carroll, Fairview City Mayor

City Attorney

CITY OF FAIRVIEW
ORDINANCE NO. 2017-21

12G

AN ORDINANCE TO MODIFY THE HOURS OF PUBLIC PARK USE BY MAKING IT UNLAWFUL TO OCCUPY THE PARK BY ANY PERSON OR PERSONS DURING THE HOURS OF DARKNESS WITH THE EXCEPTION OF CITY SANCTIONED EVENTS. INDIVIDUALS FOUND IN VIOLATION OF THIS RULING SHALL BE SUBJECT TO PROSECUTION.

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

WHEREAS, Fairview Municipal code §11-901 currently prohibits use of Fairview park properties from sunset to sunrise, without first obtaining permission from the park director or park department designee and,

WHEREAS, it appears that the hours of use of the park by the public should be restricted to the hours of daylight only and,

WHEREAS, city sanctioned events should be excluded from this regulation and,

WHEREAS, individuals found in violation of this ruling shall be subject to prosecution and,

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

Section 1. Fairview Municipal Code §11-901 Amended currently reads:

It shall be unlawful for any person or persons to occupy the public parks at any time between the hours of sunset to sunrise, without first obtaining the written permission form the park director or the parks department designee. Such written permission must be retained and displayed upon request by proper authorities by the person or persons granted the exception while they occupy the public parks at any time other than the normal authorized times. (1973 Code § 10-301, as amended by Ord. #419, §1, June 1997, Ord. #512, Oct. 2001, and Ord. #638, Aug. 2006)

As amended, Fairview, Tennessee, Municipal Code §11-901 shall read as follows:

§11-901. Hours of public park use. It shall be unlawful for any person or persons to occupy the public parks at any time during the hours of darkness with the exception of city sanctioned events. Individuals found in violation of this ruling shall be subject to prosecution.

THEREFORE BE IT FURTHER ORDAINED, by the Fairview Board of Commissioners that the Fairview Municipal Code, be amended to include this Ordinance.

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, TENNESSEE

RESOLUTION NO. 15-17

12H

A RESOLUTION ENACTING A MORATORIUM ON ALL ZONINGS AND REZONINGS OF RESIDENTIAL DENSITIES GREATER THAN THE CITY'S CURRENT RS20 ZONING CLASSIFICATION AND ON FUTURE PROPOSALS FOR PLANNED UNIT DEVELOPMENTS (P.U.D.s).

WHEREAS, the City of Fairview, Tennessee, maintains comprehensive zoning and subdivision regulations in order to protect the citizens and property owners residing in the City; and

WHEREAS, the City of Fairview has requested its city engineer to re-draft and update all existing Zoning Regulations, Subdivision Regulations, and Design Review Manuals, and said project is currently in process, and

WHEREAS, the City of Fairview is also currently in the process of issuing Requests for Qualifications (RFQ's) in order to retain outside professionals to assist City leadership with a Comprehensive Plan for future growth and development; and

WHEREAS, the City of Fairview does not want to take steps which may conflict with those plans later approved and adopted; and

WHEREAS, the City of Fairview has determined that it is in the best interest of the citizens and property owners of Fairview not to approve any single family high density residential development with densities greater than the city's current R-20 zoning designation submitted to the city after the effective date of this resolution until said comprehensive plan and the adoption of all revised regulations are completed; and

WHEREAS, the City of Fairview has determined that it is in the best interest of the citizens and property owners of Fairview not to approve any residential planned unit developments (P.U.D.s) submitted to the city after the effective date of this resolution; and

WHEREAS, during the moratorium period planned unit developments (P.U.Ds.) approved by the City of Fairview Board of Commissioners prior to the effective date of this resolution may be reconsidered by the Board of Commissioners the purpose of revising, redeveloping, improving, altering or reconfiguring a previously approved P.U.D.; and

NOW, THEREFORE, BE IT RESOLVED by the City of Fairview, meeting in its regular session this _____ day of July, 2018, that a moratorium is hereby adopted on all requests for zoning or rezoning of any property from its current designation to a single family residential district designation with a minimum lot

size allowance smaller than R-20 (20,000 square feet) submitted to the City of Fairview after the effective date of this resolution; and

BE IT FURTHER RESOLVED, by the City of Fairview, that a moratorium is hereby adopted on the approval of any planned unit developments (P.U.D.s) submitted to the City of Fairview after the effective date of this resolution; and

BE IT FURTHER RESOLVED, by the City of Fairview that during said moratorium period planned unit developments (P.U.Ds.) approved by the City of Fairview Board of Commissioners prior to the effective date of this resolution may be reconsidered by the Board of Commissioners the purpose of revising, redeveloping, improving, altering or reconfiguring a previously approved P.U.D.; and

BE IT FURTHER RESOLVED, by the City of Fairview, that said moratorium shall not prohibit any property owner from using his/her property in a manner according to its current zoning designation; and

BE IT FURTHER RESOLVED, by the City of Fairview, that this moratorium shall have a sunset date and shall expire as of **January 2, 2019**; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

Adopted this the _____ day of _____, 2017.

MAYOR

ATTEST:

CITY RECORDER

**Approved as to Form
City Attorney**