

CITY OF FAIRVIEW  
BOARD OF COMMISSIONERS

AUGUST 6, 2015

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 –**
  - A. Recognition of State Tournament All-Star Baseball Teams
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 July 16, 2015 Public Hearing
  - B. Approval of the Minutes from the July 16, 2015 Board of Commissioners Meeting
9. **Old Business**
  - A. Discuss and/or Take Action on Second Reading of Bill #2015-23, Ordinance No. 888, An Ordinance to Annex Certain Property, Located on Horn Tavern Road, Map 022, Parcels 064.00 and 065.00, Herein Described Below and to Incorporate Same Within the Corporate Boundaries of the City of Fairview, Tennessee, Belonging to Priscilla Lampley. All the Proposed Property for Annexation Lies Within the City of Fairview, Tennessee's Growth Boundary – Sutton
  - B. Discuss and/or Take Action on Resolution No. 17-15, A Resolution Adopting a Plan of Services for the Annexation of Property Belonging to Priscilla Lampley and to Incorporate the Same Within the Corporate Boundaries of the City of Fairview, Tennessee. The Property is Located on Horn Tavern Road, and is Shown on City of Fairview, Tennessee Geological Listing of Assessment Roll Map 022, Parcels 064.00 and 065.00 - Sutton
  - C. Discuss and/or Take Action on Filling Expiring Seats – Carroll
    - (1) Planning Commission (1 seat) – application(s) from: Mitch Dowdy, Jake Blielik
    - (2) Industrial Development Board (1 seat) – application(s) from: John Hall, Scott Tucker
    - (3) Beer Board (1 seat) – application(s) from: Richard Biggs, Jr.
    - (4) Board of Zoning Appeals (1 seat) – application(s) from: Jake Blielik
    - (5) Board of Adjustments & Appeals (3 seats) – application(s) from: James Beata, Lacy Chivers, Wayne Lowman
    - (6) Tree Board (2 seats) – application(s) from: Jane Woodall, Jack Cannon, Ron Rowe, Brandon Butler
    - (7) Park Board (1 seat) – confirmation of recommendation from Friends of Bowie Park: nomination Richard Edmonson
  - D. Discuss and/or Take Action on Bill #2015-11, Ordinance No. 876, An Ordinance to Amend City of Fairview, Tennessee, Municipal Code, Title 13, "Property Maintenance Regs." Chapter 4, "Tree Planting and Protection," Section 13-404, "Duties of the Tree Commission," Section 13-409, "Community Tree Plan," Section 13-411, "Trees on Private Property," Section 13-419, "Appeal from any Recommendation(s) of the Tree Commission." - Sutton

**10. New Business**

- A. Discuss and/or Take Action on Bill #2015-28, Ordinance No. 893, An Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Ordinance Table 6-102A (Cont'd, Item O, Restaurant, Fast Food), Article VI-7, "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts." – Sutton
- B. Discuss and/or Take Action on Resolution No. 25-15, A Resolution to Set a Public Hearing for the Purpose of Obtaining Public Comment on an Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Ordinance Table 6-102A (Cont'd, Item O, Restaurant, Fast Food), Article VI-7, "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts." – Sutton
- C. Discuss and/or Take Action on Bill #2015-27, Ordinance No. 892, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2015-2016 – Bissell
- D. Discuss and/or Take Action on Forestry Grant for Fire Department - Sutton
- E. Discuss and/or Take Action on Status of Park System Master Plan - Crutcher
- F. Discuss and/or Take Action on Hiring of Essential Personnel – Sutton
- G. Discuss and/or Take Action on Purchasing Tablets – Sutton
- H. Discuss and/or Take Action on Open Meetings Act and Open Records Act - Crutcher

**11. City Manager Items for Discussion –**

- A. Miscellaneous Updates –
- B. City Attorney Comments -

**12. Communications from the Mayor and Commissioners –**

**13. Adjournment.**

# CITY OF FAIRVIEW



## BOARD OF COMMISSIONERS PUBLIC HEARING

July 16, 2015

Patti L Carroll, Mayor  
Toney R Sutton, Vice-Mayor  
Allen Bissell, Commissioner  
Shannon L Crutcher, Commissioner  
Stuart L Johnson, Commissioner  
Wayne Hall, City Manager  
Larry Cantrell, City Attorney  
Brandy Johnson, City Recorder

Present: Carroll, Sutton, Bissell, Crutcher  
Others Present: Hall, Daugherty, Cantrell, Johnson  
Absent: Johnson

1. **Mayor Carroll opened the public hearing at 7:00 p.m.**
2. **Mayor Carroll stated that the purpose of this hearing is for citizens comments on the following:**
  1. BILL #2015-16, ORDINANCE NO. 881, AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE II, "CONSTRUCTION OF LANGUAGE AND DEFINITIONS", SECTION 2-101, "RULES FOR CONSTRUCTION OF LANGUAGE, "PARAGRAPH L – no public comments
  2. BILL #2015-23, ORDINANCE NO. 888, AN ORDINANCE TO ANNEX CERTAIN PROPERTY, LOCATED ON HORN TAVERN ROAD, MAP 022, PARCELS 064.00 AND 065.00, HEREIN DESCRIBED BELOW AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE; BELONGING TO PRICILLA LAMPLEY. ALL THE PROPERTY PROPOSED FOR ANNEXATION LIES WITHIN THE CITY OF FAIRVIEW, TENNESSEE'S GROWTH BOUNDARY- no public comments
  3. BILL #2015-24, ORDINANCE NO. 889, AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE V, "RESIDENTIAL DISTRICT REGULATIONS," SECTION 5-104, "SUPPLEMENTAL DESIGN PROVISIONS," 5-104.1, "DEVELOPMENT STANDARDS FOR MULTI-FAMILY DWELLINGS," PARAGRAPH 4iii- no public comments
  4. BILL #2015-25, ORDINANCE NO. 890, AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE VIII, "OVERLAY DISTRICTS," SECTION 8-203, "ADMINISTRATIVE PROCEDURE GOVERNING PLANNED UNIT DEVELOPMENTS," 8-203.3, "PRELIMINARY APPROVAL OF THE PROPOSED PLANNED UNIT DEVELOPMENT," 8-203.3(4), "PRELIMINARY APPROVAL OF THE PROPOSED PLANNED UNIT DEVELOPMENT," 8-203.3(6), "PRELIMINARY APPROVAL OF THE PROPOSED PLANNED UNIT DEVELOPMENT," 8-203.3(8), "PRELIMINARY APPROVAL OF THE PROPOSED PLANNED UNIT DEVELOPMENT"- A citizen asked the Board what is a Planned Unit Development? City Manager Hall noted a PUD is a development that contains amenities such as trails, greenspace, a clubhouse and a Homeowners Association. Mayor Carroll restates that it is a planned community with specific requirements.
3. **Mayor Carroll adjourned the public hearing at 7:06 p.m.**

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**Brandy Johnson**  
City Recorder

# CITY OF FAIRVIEW



## BOARD OF COMMISSIONERS MEETING MINUTES

July 16, 2015

Patti L Carroll, Mayor  
Toney R Sutton, Vice-Mayor  
Allen Bissell, Commissioner  
Shannon L Crutcher, Commissioner  
Stuart L Johnson, Commissioner  
Wayne Hall, City Manager  
Larry Cantrell, City Attorney  
Brandy Johnson, City Recorder

Present: Carroll, Sutton, Bissell, Crutcher

Others Present: Hall, Cantrell, Daugherty, Johnson, O'Neal, Paisley

Absent: Johnson

**1. Call to order by Mayor Carroll at 7:06 p.m.**

- A. Prayer and Pledge led by Mayor Carroll

**2. Approval of the Agenda** – Vice Mayor Sutton made a motion for approval with Commissioner Crutcher seconding. Sutton requested items H and I be pulled from the Consent Agenda. All were in favor.

**3. Citizen Comments – (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).** – no citizen comments but Mayor Carroll made note that Jane Woodall was present tonight thinking open board seats would be filled. Carroll noted her presence and her continued desire to serve the community noting she would not have to be present for future discussions. Carroll also apologized for delaying the decision again but remarked they would prefer to wait until a full Board is present.

**4. Awards and/or Recognitions** – none

**5. Public Announcements** –

- A. City Manager Hall announces emissions testing every Monday and Tuesday from 7:30 a.m. until noon
- B. City Recorder Johnson announces Commissioner Johnson is absent because he is a coach on Fairview's U12 Baseball All-Star Team who begins play in the State Tournament in White House tomorrow morning. U10 All-Stars also play in the State Tournament in Savannah this weekend.
- C. City Manager Hall states he plans to invite all the All-Star teams who made it to their State Tournaments to a future BOC meeting for recognition.

**6. Staff Comments** –

- A. City Manager Hall acting as Codes Director notes we are building a good relationship with the new TriStar Horizon CEO and they are looking at opening a doctor staffed clinic here in September as well as the possibility of having rotating specialists. Hall received plans for Hardees today and they are set for staff review next week and Planning Commission in August. Hall heard from Brownlyn Farms and they plan to be on staff review in August and the Planning Commission in September. Vice Mayor Sutton questions the land acquisition for the Safe Routes to School project. Hall states he will be attending the school board meeting on Monday night and the closing should occur on the acquisition of property in the next 30 days.
- B. Parks Director, Keith Paisley announced Starlight Jam on Friday, July 24 from 7-10 pm with The Howling Brothers and a Star Part on Saturday, July 25 from 8:30-10:30 pm plus one more week of camps to go.

- C. City Recorder, Brandy Johnson thanked the many hands that helped put together the Independence Day Event.
- D. City Manager Hall for Chief Harris notes there will be some area training going on at Fairview High School so if you see something happening it is not an active event but only training.
- E. CFO, Tom Daugherty states the state comptroller has received our budget and he feels we will receive an approval letter soon. The TAN has been approved and closed and a lot of items have been completed for the debt restructure. He has been involved with a lot of HR activities with the new insurance – checking deductions, reworking deductions and correcting deductions. Daugherty stated they hand delivered the TAN paperwork to the comptroller's office noting he enjoys the personal touch Mr. Hall adds. Daugherty was impressed with the comptroller's office with only 3 employees working for 300 municipalities in 95 counties. Commissioner Crutcher asks how close Daugherty is to having fiscal year end numbers and Daugherty replies very close noting he is sending numbers to the auditor tomorrow. Crutcher questions the status of OpenGov noting we approved 6 months ago but still have no site up and running. Daugherty states there were some issues with accounts not totally matching up with the audit and software they are trying to resolve prior to finalizing for launch.

**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 29, 2015 Board of Commissioners Special Called Meeting
- B. Approval of the Minutes from the June 18, 2015 Public Hearing #1 Budget
- C. Approval of the Minutes from the June 18, 2015 Public Hearing #2 Tax Rate
- D. Approval of the Minutes from the June 18, 2015 Board of Commissioners Meeting
- E. Bill #2015-15, Ordinance No. 880, An Ordinance to Amend City of Fairview, Tennessee, Municipal Code Title 11, "Municipal Offenses," Chapter 4, "Offenses Against the Peace and Quiet," Section 11-402(1)(h), "Anti-Noise Regulations."
- F. Bill #2015-16, Ordinance No. 881, An Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning code, Article II, "Construction of Language and Definitions", Section 2-101, "Rules for Construction of Language," Paragraph L
- G. Bill #2015-17, Ordinance No. 882, An Ordinance to Amend City of Fairview, Tennessee, Municipal Code Title 16, "Streets and Sidewalks, Etc.," Chapter 2, "Excavations and Cuts," Section 16-203, "Administration," Paragraph (13), "Working Hours."
- H. Bill #2015-23, Ordinance No. 888, An Ordinance to Annex Certain Property, Located on Horn Tavern Road, Map 022, Parcels 064.00 and 065.00, Herein Described Below and to Incorporate Same Within the Corporate Boundaries of the City of Fairview, Tennessee, Belonging to Priscilla Lampley. All the Proposed Property for Annexation Lies Within the City of Fairview, Tennessee's Growth Boundary. - DEFERRED
- I. Resolution #17-15, A Resolution Adopting a Plan of Services for the Annexation of Property Belonging to Priscilla Lampley and to Incorporate the Same Within the Corporate Boundaries of the City of Fairview, Tennessee. The Property is Located on Horn Tavern Road and is shown on City of Fairview, Tennessee Geological Listing of Assessment Roll Map 022, Parcels 064.00 and 065.00. - DEFERRED
- J. Bill #2015-24, Ordinance No. 889, An Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Code, Article V, "Residential District Regulations," Section 5-104, "Supplemental Design Provisions," 5-104.1, "Development Standards for Multi-Family Dwellings," Paragraph 4iii.

Commissioner Bissell made a motion for approval with Vice Mayor Sutton seconding. All were in favor.

**9. Old Business**

- A. Bill #2015-25, Ordinance No. 890, An Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Code, Article VIII, "Overlay Districts," Section 8-203, "Administrative Procedure Governing Planned Unit Developments," 8-203.3, "Preliminary Approval of the Proposed Planned Unit Development," 8-203.3(4), "Preliminary Approval of the Proposed Planned Unit Development," 8-203.3(6), "Preliminary Approval of the Proposed Planned Unit Development," 8-203.3(8), "Preliminary Approval of the Proposed Planned Unit Development." – Vice Mayor Sutton read the caption and made a motion for approval with Commissioner Bissell seconding. Attorney Cantrell states these are

changes recommended by the Codes Review Committee and approved by the Planning Commission. All were in favor.

**10. New Business**

- A. Discuss and/or Take Action on Interlocal Agreement for Automatic Response of Joint Law Enforcement Assistance – Vice Mayor Sutton reads the caption and Attorney Cantrell states this is an extension of our current agreement and the county requests we approve this in duplicate. Commissioner Crutcher makes a motion for approval with Vice Mayor Sutton seconding. All were in favor.
- B. Discuss and/or Take Action on Resolution No. 24-15, A Resolution Authorizing the Fire Department of Fairview, Tennessee to Participate in the Pool's "Safety Partners" Loss Control Matching Safety Grant Program – Sutton read the caption and Chief O'Neal notes this is a partial match grant to purchase 4 sets of equipment. O'Neal states the money was already in his budget but this will help pay for part of the purchase. Vice Mayor Sutton made a motion for approval with Commissioner Bissell seconding. All were in favor.
- C. Discuss and/or Take Action on Open Meetings Act and Open Records Act – Commissioner Crutcher made a motion to defer with Vice Mayor Sutton seconding. All were in favor.

**10. City Manager Items for Discussion –**

- A. Miscellaneous Updates – City Manager Hall thanked Brandy Johnson, City Recorder, and Bryan Bissell, Parks Superintendent, for the July 3 event as well as the Police and Fire Departments, especially Jesse Woodard and Adam Wynne for igniting the fireworks and the Public Works Department for hauling all the trash. Overall it was an excellent night.
- B. City Attorney Comments – Attorney Cantrell states the TAN closed last Thursday and he thanked all involved, especially John Blade of First Bank and Tom Jones, bank attorney, noting all went well and Tom has the money in hand. Cantrell also notes he and Mr. Hall met with Ken Peterson, our school board member regarding the Safe Routes to School property donated and he was very helpful. Cantrell states he is requesting the Mayor's signature tonight on some documents but there is no commitment required from the Board so there is no need to discuss further. Cantrell states Tiger Trail will be considered by the school board soon as well.

**11. Communications from the Mayor and Commissioners –**

- A. Commissioner Bissell – no comments
- B. Commissioner Crutcher – no comments
- C. Vice Mayor Sutton requests that all have a place in their hearts and prayers for the Marines killed in Chattanooga today serving our country. Sutton also states that Ron Rowe has volunteered to help out Mr. Hall in the Codes Department.
- D. Mayor Carroll points out three SACC students from Westwood present working on a project, Jaidyn, Ashton and Claire. Carroll issues a reminder of the Town Hall meeting on July 30. Mayor Carroll announces the semi-annual book sale by the Friends of the Library at the Rec Center on Thursday, July 23 from 9 am till 6 pm, Friday, July 24 from 9 am till 3 pm and Saturday, July 25 from 9 am till 2 pm.

- 12. Adjournment** – Vice Mayor Sutton made a motion for adjournment with Commissioner Crutcher seconding. All were in favor and meeting was adjourned at 7:43 p.m.

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**Brandy Johnson**  
**City Recorder**

# City of Fairview

## FAIRVIEW BEER BOARD

April 2, 2015

Toney Sutton, Chairman/Vice-Mayor  
Patti L. Carroll, Mayor  
Stuart L. Johnson, Commissioner  
Allen Bissell, Commissioner  
Shannon L. Crutcher, Commissioner  
John Hall, Vice-Chairman, Citizen Member  
Robert Biggs, Jr., Citizen Member  
Wayne Hall, City Manager  
Larry Cantrell, City Attorney  
Brandy Johnson, Recorder

Present: Carroll, Sutton, Bissell, Crutcher, Biggs  
Others Present: Hall, Cantrell, Johnson, Daugherty  
Absent: Johnson, Hall

1. Chairman Sutton called the meeting to order at 6:51 p.m.
2. Chairman Sutton states that the purpose of the meeting is to Discuss and/or Take Action on an Off Premises Permit from Vimal Patel, owner of T-Mart, 1528 Highway 96 N, Fairview, Tennessee, 37062. Mr. Patel was present and Sutton verified all paperwork is in order. Chairman Sutton made a motion for approval with Commissioner Bissell seconding. All were in favor.
3. Approval of the Minutes for the June 18, 2015 Beer Board Meeting – Commissioner Bissell made a motion for approval with Chairman Sutton seconding. All were in favor.
4. Commissioner Bissell made a motion for adjournment with Commissioner Johnson seconding. The Beer Board meeting was adjourned at 6:53 p.m.

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**Brandy Johnson**  
City Recorder



**AN ORDINANCE TO ANNEX CERTAIN PROPERTY, LOCATED ON HORN TAVERN ROAD, MAP 022, PARCELS 064.00 AND 065.00, HEREIN DESCRIBED BELOW AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE; BELONGING TO PRICILLA LAMPLEY. ALL THE PROPERTY PROPOSED FOR ANNEXATION LIES WITHIN THE CITY OF FAIRVIEW, TENNESSEE'S GROWTH BOUNDARY.**

**WHEREAS**, the Board of Commissioners of the City of Fairview, Tennessee, upon the application by the property owner Pricilla Lampley, have determined that the annexation of the property described herein, is in the best present and future interest of the property owner and the City of Fairview, Tennessee; and

**WHEREAS**, a public hearing before the Board of Commissioners of the City of Fairview, Tennessee was held on the 16<sup>th</sup> day of July, 2015, in accordance with Resolution No. 16-15 passed by the Board of Commissioners of the City of Fairview, Tennessee at the regular meeting held on June 4, 2015 and

**WHEREAS**, it appears to the Board of Commissioners of the City of Fairview, Tennessee that the owner of the property to be annexed by the City of Fairview, Tennessee has requested that the City of Fairview, Tennessee, annex the afore referenced property and that the annexed property be incorporated into the Corporate Boundaries of the City of Fairview, Tennessee, and that the territory herein described will be materially retarded and the safety and welfare of the inhabitants of both the City of Fairview, Tennessee and the inhabitants of the property to be annexed will be endangered if such territory is not annexed: and

**WHEREAS**, the annexation of such territory is deemed necessary for the welfare of the residents and property owners thereof and of the present and future interests of the City of Fairview, Tennessee as a whole; and

**WHEREAS**, the request for annexation of the Property Owner of all the property to be Annexed is timely and well taken.

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

**PURSUANT TO THE AUTHORITY CONFERRED UPON THE CITY BY SECTION 6 – 51 – 102, TENNESSEE CODE ANNOTATED, ALL THE FOLLOWING DESCRIBED PROPERTY IS HEREBY ANNEXED INTO THE CORPORATE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE AND INCORPORATED WITHIN THE CORPORATE BOUNDARIES THEREOF:**



Williamson County, Fairview, Tennessee, Geological Listing of Assessment Roll **Map 022, Parcels 064.00 and 065.00**, ,Recorded in **Deed Book 6146, Pages 598 – 601**, Register's Office for Williamson County, Tennessee. The description of the property to be annexed excludes **Parcels 063.00 and 066.00** from the deed afore referenced. The description contained in **Deed Book 6146, Pages 598 – 601**, Register's Office for Williamson County, Tennessee (excluding) **Parcels 063.00 and 066.00** is hereby Incorporated into and Made a part of This Ordinance by reference as fully as if copied into This ordinance verbatim.

**SUBJECT TO** Governmental zoning and subdivision ordinances or regulations in effect thereon.

**BE IT FURTHER ORDAINED**, that residents of and persons owning property in the above-described territory shall be entitled to all the rights and privileges of citizenship in accordance with the provisions of the Charter of the City of Fairview, Tennessee, immediately upon annexation as though the above-described territory annexed has always been part of said City of Fairview, Tennessee.

**BE IT FINALLY ORDAINED**, That this Ordinance shall take effect thirty (30) days from and after its final passage, or as otherwise provided by the provisions of **T.C.A. 6-51-102**, the public welfare requiring it.

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**MAYOR**

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**CITY RECORDER**

Approved as to form:

\_\_\_\_\_  
City Attorney

Passed first reading: June 4, 2015, 2015

Passed second reading: \_\_\_\_\_, 2015

Public Hearing Held on: \_\_\_\_\_, 2015

# City of Fairview

7100 CITY CENTER CIRCLE  
P.O. BOX 69  
FAIRVIEW, TN 37062



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

## ANNEXATION REQUEST FORM

DATE: 4/17/2015

APPLICANT NAME: Pricilla Lampley

ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP CODE

PROPERTY ADDRESS: Horn Tavern Road  
STREET

MAP #: 022 GROUP #: \_\_\_\_\_ PARCEL #: 06400, 06500

AUTHORIZED AGENT NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

- DOES THIS PROPERTY ABUT CITY PROPERTY YES  NO
- IS CITY WATER AND SEWER AVAILABLE YES  NO

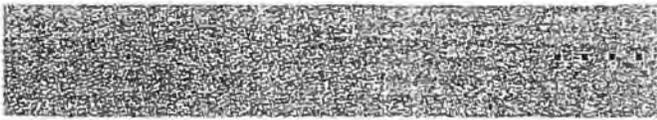
IF NO, GIVE BRIEF EXPLANATION: \_\_\_\_\_

I AM CURRENTLY THE OWNER OF THE CAPTIONED PROPERTY AND WISH TO APPLY FOR ANNEXATION INTO THE CITY OF FAIRVIEW. THE INTENDED USE OF THE PROPERTY IS FOR. \_\_\_\_\_

Residential Neighborhood Single Family Homes

OWNER SIGNATURE: Pricilla Lampley  
(Walter F. McIntyre Estate)  
(PLEASE ATTACH LEGAL DESCRIPTION AND COPY OF DEED)

THERE WILL BE A FEE OF \$100.00 REQUIRED.  
DATE FEE PAID: \_\_\_\_\_



# City of Fairview

7100 CITY CENTER WAY  
FAIRVIEW, TN. 37062



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

## RECOMMENDATIONS 2015 - 2

**DATE: May 12, 2015**

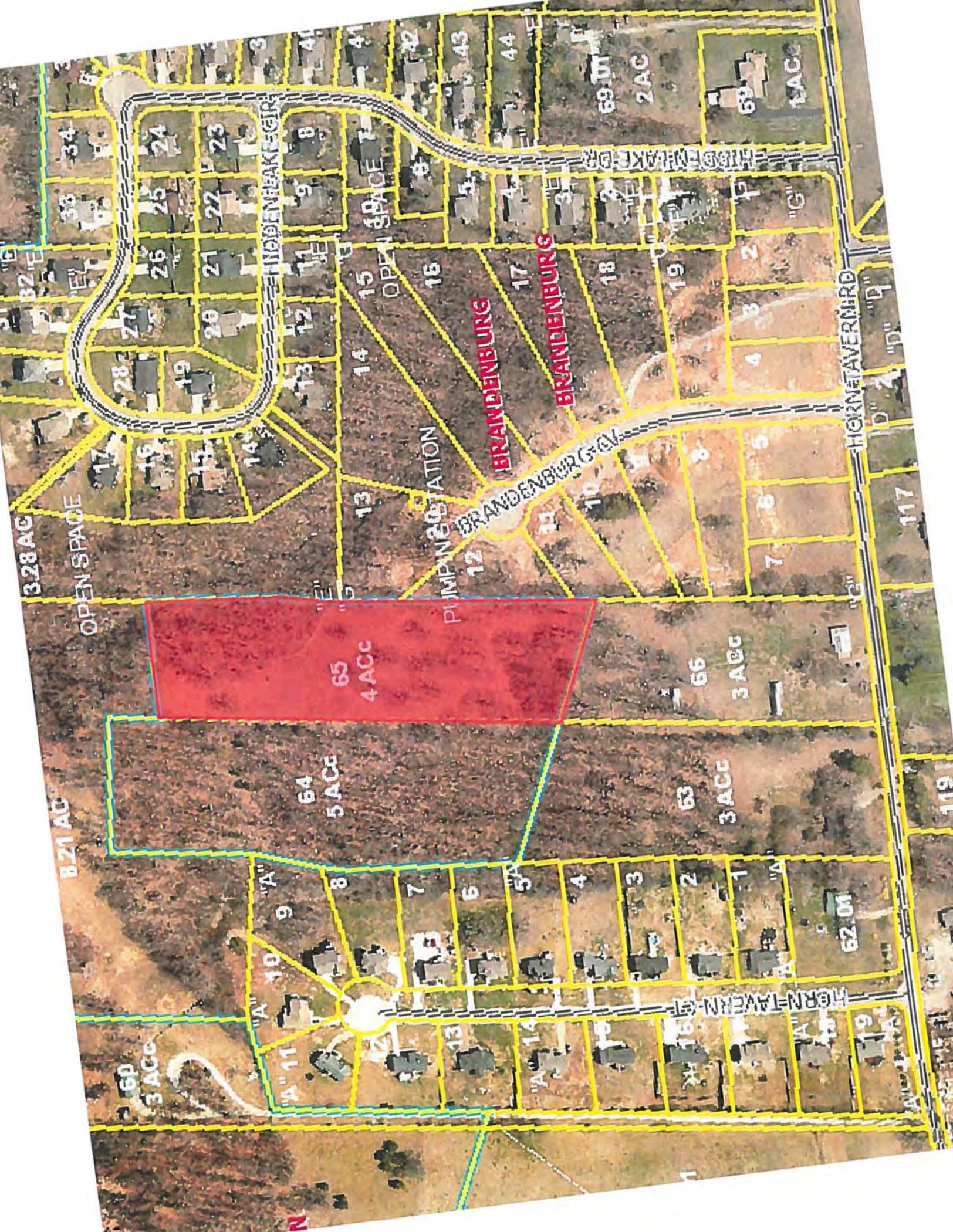
**TO: FAIRVIEW BOARD OF COMMISSIONERS**

**FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION**

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**On May 12, 2015 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.**

- 7.1 DISCUSS AND/OR TAKE ACTION ON REZONING APPLICATION WITH PRELIMINARY MASTER DEVELOPMENT PLAN FOR PROPERTY LOCATED ON COX PIKE. MAP 43, PARCELS 30.01 AND 31.00, 32.19 ACRES. FROM RS-40 (RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT) WITH A BASE DENSITY OF RS-15. DENNY, PROCTOR, AND WELCH, OWNERS.  
This application was recommended for denial by the Planning Commission. Applicant is appealing to the Board of Commissioners.
- 8.2 DISCUSS AND/OR TAKE ACTION ON ANNEXATION REQUEST FOR PROPERTIES LOCATED ON HORN TAVERN ROAD. MAP 22, PARCELS 64.00 AND 65.00, 9 ACRES. PRISCILLA LAMPLEY, OWNER.  
Sutton made a motion for approval. Butler Seconded. All were in favor



328 AC

OPEN SPACE

821 AC

60 3 ACC

"A" 11 12 13 14 15 16 17 18 19

64 5 ACC

65 4 ACC

66 3 ACC

63 3 ACC

62.01

HIDDEN LAKE CIR

PUMPING STATION

BRANDENBURG

HORN TAVEN RD

69.01 2 AC

69 1 ACC

117

119

119



9B

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 17-15

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY BELONGING TO PRICILLA LAMPLEY AND TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE. THE PROPERTY IS LOCATED ON HORN TAVERN ROAD, AND IS SHOWN ON CITY OF FAIRVIEW, TENNESSEE GEOLOGICAL LISTING OF ASSESSMENT ROLL MAP 022, PARCELS 064.00 AND 065.00.

WHEREAS, TCA 6 –51 – 102, as amended requires that a Plan of Services be adopted by the governing body of a City prior to (or within 60 days) of the passage of an annexation ordinance of any territory or territories.

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

**Section 1.** Pursuant to the provisions of TCA 6 –51 – 102, there is hereby adopted, for the area bounded as described above, the following plan of Services:

**A. Police**

1. Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.
2. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

**B. Fire**

1. Fire protection by the present personnel and equipment of the Fairview City Fire Department, within the limitations of available water and distances from fire stations; will be provided on the effective date of annexation.

**C. Water**

1. Water for domestic, commercial, and industrial use will be provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee does not provide this service.**
2. Water for fire protection will be provided and water lines and fire hydrants will be installed by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee does not provide this service.**

**D. Sanitary Sewers**

1. The necessary intercepting and trunk sewers to serve the annexed area will be installed in accordance with current policies of the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee does not provide this service.**

**E. Refuse Collection**

1. Private haulers or the county convenience center will handle refuse collection in the annexed area.

**F. Streets**

1. The State Highway Commission under the standards currently prevailing by the State of Tennessee will serve the State Controlled Streets in the annexed area. The County of Williamson under the standards currently prevailing in Williamson County, Tennessee will serve the County Controlled Streets in the annexed area. The City of Fairview, Tennessee under the standards currently prevailing in the City will serve the City Controlled Streets in the annexed area.

**G. Schools**

1. The annexed area will be served by the Williamson County School system that serves the entire City of Fairview, Tennessee.

**H. Inspection Services**

1. Any inspection services now provided by the City will begin in the annexed area on the effective date of annexation.

**I. Planning and Zoning**

1. The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City Planning will thereafter encompass the annexed area.

**J. Street Lighting**

1. The State, County or City under the standards currently prevailing for the appropriate authority will serve the annexed area.

**K. Recreation**

1. Residents of the annexed area may use all City and County parks on and after the effective date of annexation.

**L. Miscellaneous**

1. Where they are needed, street name signs will be installed as soon as, the need for emergency services to the annexed area are deemed necessary by the current policies of the City of Fairview, Tennessee.
2. Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.



**Section 2.** This resolution shall be effective from and after the date of its adoption.

Approved by the City of Fairview, Tennessee Municipal Planning Commission this the

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**Chairman, City of Fairview, Tennessee  
Municipal Planning Commission**

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**CITY ATTORNEY**

# City of Fairview

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

## RECOMMENDATIONS

### 2015 - 4

**DATE: JULY 14, 2015**

**TO: FAIRVIEW BOARD OF COMMISSIONERS**

**FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION**

\*\*\*\*\*

**On July 14, 2015 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.**

8.4 DISCUSS AND/OR TAKE ACTION ON RESOLUTION NO. 17-15. A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY BELONGING TO PRICILLA LAMPLEY AND TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE. THE PROPERTY IS LOCATED ON HORN TAVERN ROAD, FAIRVIEW, TENNESSEE AND IS SHOWN ON CITY OF FAIRVIEW, TENNESSEE GEOLOGICAL LISTING OF ASSESSMENT ROLL MAP 022, PARCELS 064.00 AND 065.00

Sutton made a motion for discussion. Beata Seconded. Sutton stated there was some more information that is in here that wasn't in original BOC approval that they did, so this will come back to the BOC again. Sutton made a motion to recommend that this be sent to the BOC without a recommendation so they can hear both cases sided by side. Carroll asked please explain why this is. Sutton stated one reason is the six locations that they now have as far as substiside police department's review on some of the stuff that is there, they just need to know about before they approve the final annexation. Carrol stated so there is information that the Planning Commission has not heard. Sutton stated correct. Anderson asked for vote, vote was taken. All were in favor except Mayor Carroll. Motion passes

# City of Fairview



7100 City Center Way  
Fairview, TN 37062



Phone: 615-387-6086

Fax: 615-799-1383

Email: [recorder@fairview-tn.org](mailto:recorder@fairview-tn.org)

1. Planning Commission (1 seat)
  - A. Mitch Dowdy (current)
  - B. Jake Blied
2. Industrial Development Board (1 seat)
  - A. John Hall (current)
  - B. Scott Tucker
3. Beer Board (1 seat)
  - A. Richard Biggs, Jr. (current)
4. Board of Zoning Appeals (1 seat) – *Jacob Blied*
5. Board of Adjustments & Appeals (3 seats)
  - A. James Beata (current)
  - B. Lacy Chivers (current)
  - C. Wayne Lowman (current)
6. Tree Board (2 seats)
  - A. Jane Woodall (current)
  - B. Jack Cannon (current)
  - C. Ron Rowe
  - D. Brandon Butler
7. Park Board (1 seat) – confirmation of recommendation from Friends of Bowie Park:  
nomination Richard Edmonson

**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.

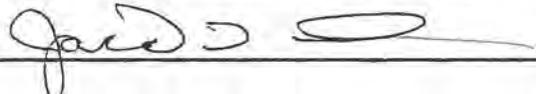
Community involvement or any information you would like to share with the Board:

- CURRENT MEMBER OF FAIRVIEW "INDUSTRIAL BOARD"
- CURRENT MEMBER OF FAIRVIEW "CODES REVIEW BOARD"
- ACTIVE "HABITAT FOR HUMANITY" VOLUNTEER (2X/WEEK)
- ACTIVE "REBUILDING NASHVILLE" VOLUNTEER (2X/MONTH)

Name: JAKE BLISK

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

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

Signature:  Date/Time: 4/24/15 8:35 AM

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

## INDUSTRIAL DEVELOPMENT BOARD APPLICATION

- The Industrial Development Board for the City of Fairview consists of seven (7) members.
- All members of the Industrial Board serve without compensation.
- The members are selected by the Board of Commissioners.
- Term of office is three (3) years.
- The Industrial Board meets on an "as needed basis" at 7:00 pm at City Hall.
- Please attach proof of city residency and voter registration.

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

I have always tried to give back to  
the community in which I have lived. Some  
of the organizations that I have joined for this  
purpose are:

American Petroleum Institute, San Joaquin Chapter  
Bakersfield Chamber of Commerce

Nashville Chamber of Commerce

Jacksonville Chamber of Commerce

Florida Manufacturers Association

North East Florida Manufacturers Association

All of which I was either an officer or committee  
member. Although I am now retired I still feel  
that I need to make a commitment to the betterment  
of my community.

Name: Scott Tucker

Date: 5/21/2015

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

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

# 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:

• MEMBER OF INDUSTRIAL DEVELOPMENT BOARD

• MEMBER OF CODES REVIEW BOARD

• CIVIL ENGINEER (BSCE)

• LICENSED LAND SURVEYOR (PLS)

• 35 YEARS EXPERIENCE IN CONSTRUCTION MANAGEMENT

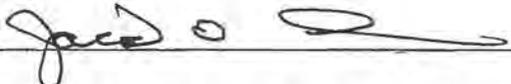
Name: JACOB BLIEK

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

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

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

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

Signature: 

Date/Time: 6/24/15 12:00 (NOON)

**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  
TREE COMMISSION  
APPLICATION**

- The Tree Commission for the City of Fairview consists of seven (7) members.
- All members of the Tree Commission serve without compensation.
- Four members will be appointed by the Mayor with approval of the Board of Commissioners. One shall be a local contractor/developer.
- The Mayor, Vice-Mayor and Planning Commission Chairperson shall serve as the other three members.
- The Tree Commission meets the first Tuesday of each month at 7:00 p.m. at City Hall.
- Term of office is three (3) years.
- Please attach proof of city residency and voter registration.

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

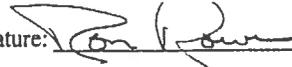
PAST MEMBER OF FAIRVIEW PLANNING COMMISSION  
CURRENT MEMBER AND CHAIRMAN FAIRVIEW PARK COMMISSION  
HAVE ATTENDED 5 TREE COMMISSION MEETINGS IN LAST 12 MONTHS  
HAVE ATTENDED TENNESSEE GREENWAYS & TRAILS CONFERENCE 2015  
I AM OBJECTIVE, OPEN MINDED, TEAM PLAYER, LISTENS  
TO ALL FACTS AVAILABLE BEFORE MAKING A RECOMMENDATION.

DOCUMENTATION OF RESIDENCY AND PROOF OF VOTER REGISTRATION  
ON FILE WITH THE CITY

Name: RON FOWE

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

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

Signature:  Date/Time: MAY 25, 2015 11:AM

**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**  
**TREE COMMISSION**  
**APPLICATION**

- The Tree Commission for the City of Fairview consists of seven (7) members.
- All members of the Tree Commission serve without compensation.
- Four members will be appointed by the Mayor with approval of the Board of Commissioners. One shall be a local contractor/developer.
- The Mayor, Vice-Mayor and Planning Commission Chairperson shall serve as the other three members.
- The Tree Commission meets the first Tuesday of each month at 7:00 p.m. at City Hall.
- Term of office is three (3) years.
- Please attach proof of city residency and voter registration.

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

— To Whom It May Concern:

— I have thoroughly enjoyed my time serving on the Planning Commission and Park Board for the City of Fairview. I would like to continue to be involved and helping in any way that I can. Please accept this application for the Tree Commission. My current position and previous experience working for a general contractor and developer on a large scale, has allowed me experiences that I believe could be beneficial to the tree board.

— Thank you for your consideration.

— Brandon Butler

— *BB*

Name: Brandon Butler

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

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

Signature: *BB* Date/Time: 5/26/15 8:00pm

**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.**



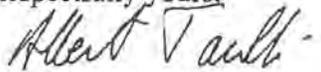
May 26, 2015

Friends of Bowie Nature Park

Board of Commissioners City of Fairview TN:

The Friends of Bowie Nature Park organization is recommending to the BOC, Mr. Richard Edmondson as our representative to the Park Commission for a new term when his current term expires in August of this year.

Respectfully yours,

A handwritten signature in cursive script that reads "Albert Tarolli".

Albert Tarolli  
President - Friends of Bowie Nature Park

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Bill # 2015-11

ORDINANCE NO. 876

**AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL CODE, TITLE 13, "PROPERTY MAINTENANCE REGS." CHAPTER 4, "TREE PLANTING AND PROTECTION," SECTION 13-404, "DUTIES OF THE TREE COMMISSION, . SECTION 13-409. "COMMUNITY TREE PLAN," SECTION 13-411. "TREES ON PRIVATE PROPERTY," SECTION 13-419. "APPEAL FROM ANY RECOMMENDATION(S) OF THE TREE COMMISSION."**

**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 13, "Property Maintenance Regs.", Chapter 4, "Tree Planting and Protection", Section 13-404, "Duties of The Tree Commission" Section 13-409, "Community Tree Plan," Section 13-411, "Trees on Private Property," Section 13-419, "Appeal from any Recommendations of the Tree Commission," as follows:

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

Fairview, Tennessee Municipal Code, Title 13, "Property Maintenance Regs.", Chapter 4, "Tree Planting and Protection", Section 13-404, "Duties of The Tree Commission" Section 13-409, "Community Tree Plan," Section 13-411, "Trees on Private Property," Section 13-419, "Appeal from any Recommendations of the Tree Commission," is hereby repealed in its entirety and amended and replaced by the following:

Fairview, Tennessee Municipal Code, Title 13, "Property Maintenance Regs.," Chapter 4, "Tree Planting and Protection", Section 13-404, "Duties of The Tree Commission" Section 13-409, "Community Tree Plan," Section 13-411, "Trees on Private Property," Section 13-419, "Appeal from any Recommendations of the Tree Commission," as amended reads as follows:

**13-404 Duties of the Tree Commission.** The Duties of the tree commission shall be as follows:

- (1) To review and hear applications for and determine by vote a **recommendation** for granting or denial of permits regulating the planting, pruning, maintenance, and removal of trees on streets and other publicly owned

property. Said recommendation to be provided in writing with specifications to the Director of Codes Department of the City of Fairview for final determination.

(2) To review all tree protection plan proposals, relating to subdivision development and site development plans, for submission to the planning commission with recommendations for review and a decision.

(3) To compose and annually review a community tree plan that shall include an authorized tree and specimen list; and a tree protection plan. -To be submitted in April of each year to the Planning Commission for consideration and final determination.

(4) To assist the properly constituted officials of the city, as well as citizens and community groups, in the dissemination of news and information regarding the selection, planting, and maintenance of trees within the city limits, whether they are on private or public property.

(5) To encourage and promote the City of Fairview as a tree-friendly city by means of education, public relations, and public programs including but not limited to:

- Applying for tree city status with the National Arbor Day Foundation.
- Conduct seminars and public education programs.
- Plan and coordinate an annual Arbor Week Observance.
- Develop a community forest preserve.
- Organize community tree planting projects.
- Establish a heritage tree program.

(6) To engage in any other lawful activity in pursuit of the mission of this commission which may benefit the urban forest, including but not limited to such activities as:

- (a) Apply for tree city status with the National Arbor Day Foundation.
- (b) Conduct seminars and public education programs.
- (c) Plan and coordinate annual Arbor Week Observance.
- (d) Develop a community forest preserve.
- (e) Organize community tree planting projects.
- (f) Establish a heritage tree program.

(7) Operating procedures of the tree commission. (a) Within sixty (60) days after the appointment of the tree commission, the commission shall meet and organize by the election of a chairman, vice-chairman) and standing committee chairs, as needed.

(b) A majority of the members shall constitute a quorum for the transaction of business.

(c) The tree commission shall provide for the adoption of rules and procedures and for the holding of regular and special meetings, as said commission shall deem advisable and necessary in order to perform the duties set forth.

(d) A journal of the proceedings and activities is to be recorded and maintained by the City of Fairview.

(8) To engage in any other lawful activity in pursuit of the mission of this commission which may benefit the urban forest, including but not limited to such activities as:

- (a) Apply for tree city status with the National Arbor Day Foundation.
- (b) Conduct seminars and public education programs.
- (c) Plan and coordinate annual Arbor Week Observance.
- (d) Develop a community forest preserve.
- (e) Organize community tree planting projects.
- (f) Establish a heritage tree program.

(9) Operating procedures of the tree commission. (a) Within sixty (60) days after the appointment of the tree commission, the commission shall meet and organize by the election of a chairman, vice-chairman) and standing committee chairs, as needed.

(b) A majority of the members shall constitute a quorum for the transaction of business.

(c) The tree commission shall provide for the adoption of rules and procedures and for the holding of regular and special meetings, as said commission shall deem advisable and necessary in order to perform the duties set forth.

(d) A journal of the proceedings and activities is to be recorded and maintained by the City of Fairview.

(10) Meetings. As needed The "tree commission" shall meet on the first Tuesday of the month only upon the call of the Planning Commission Chairman or the Director of Codes Division.

**13-409. Community tree plan.** The commission shall have the authority to formulate a community tree plan (See Appendix - item D) with the advice of consultants, city, state and federal agencies, public hearings, and approval of the Planning Commission.

The community tree plan shall include-standard tree maintenance and planting specifications and permit application procedures; an authorized tree specimen list indicating types of trees and procedures for planting on city property; a tree protection plan, including a tree replacement schedule to regulate, any public trees not under the jurisdiction of the City of Fairview Parks Department.

**13-411. Trees on private property.** It shall be the duty of any person or persons owning or occupying real property bordering on any street upon which property there may be trees, to prune such trees in such manner that they will not obstruct or shade the street lights, obstruct the passage of pedestrians on sidewalks, obstruct vision of traffic signs, or obstruct views of any street or alley intersection.

It shall be the duty of any person owning or occupying real property, bordering on any street, park or other public land, on which there may be trees that are diseased or insect infested, to remove, spray or treat such trees in such manner that they will not infect or damage nearby public vegetation or cause harm to the community or citizens therein.

The tree commission may with concurrence of the city arborist send to the Codes Department a list of trees on private land that cause obstruction, represent an insect or disease problem or otherwise present a danger to public health or safety, and need to be pruned, removed or treated, at owner's expense. The final decision as to removal is with the Director of Codes Department.

**13-419. Appeal from any recommendation(s) of the tree commission.**

Since the Tree Commission issues only recommendations, to the Director of Codes and/or the Planning Commission, there is no necessity for an appeal process for their recommendation. Once the Director of Codes Department or the Planning Commission renders their decision their action may be appealed to the City Manager or the Board of Commissioners whichever is appropriate. The decision of either the City Manager or Board of Commissioners may be appealed to the appropriate State Court of Tennessee in accordance with applicable State of Tennessee Statute(s).

**BE IT FURTHER ORDAINED**, That the remaining Sections of Title 13, Chapter 4 of the Municipal Code of Fairview, Tennessee shall remain unchanged and are not amended or changed in any manner or form by this Ordinance and remain in full force and effect.

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

**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

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**MAYOR**

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Passed First Reading

April 2, 2015

Passed Second Reading

\_\_\_\_\_



Bill # 2015-28

**ORDINANCE NO. 893**

**AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING ORDINANCE TABLE 6-102A (Cont'd, Item O, Restaurant, Fast Food), Article VI-7, "PERMITTED AND CONDITIONAL USES AND STRUCTURES ALLOWABLE WITHIN MIXED USE AND COMMERCIAL DISTRICTS."**

**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 Zoning Ordinance 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 Zoning Ordinance, Table 6-102A (Cont'd, Item O, Restaurant, Fast Food), Article VI-7, "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts." as follows:

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

Fairview, Tennessee Municipal Zoning Ordinance Table 6-102A, (Cont'd, Item O, Restaurant, Fast Food), Article VI-7, "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts." Is amended to read as follows:

Table 6-102A (Cont'd, Item O, Restaurant, Fast Food), "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts" is hereby amended to add to Table 6-102A (Cont'd, Item O, Restaurant, Fast Food),, Article VI-7, "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts" add to Item O, in the Column MSMU the designation P which will permit as a matter of right under the zoning ordinance Fast Food Restaurants within the Mixed Use and Commercial Districts.

The revised Table 6-102 A (Cont'd), as amended, O Restaurant, Fast Food is attached as Attachment "A" to this Ordinance and is made a part thereof by reference as if fully copies within the Ordinance verbatim.

**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** \_\_\_\_\_



# ATTACHMENT "A"

TABLE 6-102A (Cont'd)

**PERMITTED AND CONDITIONAL USES AND STRUCTURES  
ALLOWABLE WITHIN MIXED USE AND COMMERCIAL DISTRICTS**

DISTRICTS	CG	CI	CMU	CNS	CC	OPS	MSMU	OG
J. Group Assembly and Commercial Outdoor Recreation	C		C					
K. Outdoor Material and Equipment Sales and Repair	P		P					
L. Professional Services – Medical	P		P	SUP	SUP	SUP	P	P
M. Professional Services – Nonmedical	P		P	SUP	SUP	SUP	P	P
N. Restaurant, Full Service	P	P	P	SUP	SUP	SUP	P	
O. Restaurant, Fast Food	P	P	P				<b>P</b>	
P. Scrap Operations								
Q. Self-service Storage	P		P					
R. Transient Habitation	P	P	P				P	
S. Warehousing, Goods, Transport, and Storage	P		P					
T. Wholesale Sales	P		P					
<b>IV. MANUFACTURING ACTIVITIES</b>								
A. Manufacturing – Limited			SUP					
<b>ACCESSORY USES AND ACTIVITIES</b>								
Accessory Day Care	ASP	ASP	ASP		ASP			ASP
Accessory Storage	P	P	P	P	P		P	
Administrative Office	P	P	P	P	P		P	
Employee Cafeteria	ASP	ASP	ASP		ASP			ASP
Private Recreational Facilities	P	P	P		P		P	
Production for Retail Sale	ASP	ASP	ASP		ASP		ASP	
Residential Occupancy	ASP	ASP	ASP		ASP		P	

**KEY TO INTERPRETING USE CLASSIFICATIONS**

- P = Use Permitted by Right Within the District
- SUP = Principal Use Permitted with Supplemental Provisions
- C = Conditional Use (Subject to Approval by the Board of Appeals)
- ASP = Accessory Use Permitted with Supplemental Provisions

**GENERAL NOTES**

(1) See Subsection 6-104.1

CITY OF FAIRVIEW, TENNESSEE



RESOLUTION NO. 25 - 15

**A RESOLUTION TO SET A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING PUBLIC COMMENT ON AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING ORDINANCE TABLE 6-102A (CONT'D, ITEM O, RESTAURANT, FAST FOOD), ARTICLE VI-7, "PERMITTED AND CONDITIONAL USES AND STRUCTURES ALLOWABLE WITHIN MIXED USE AND COMMERCIAL DISTRICTS."**

**WHEREAS**, The City of Fairview, Tennessee is in the process of Amending the City of Fairview, Tennessee, Municipal Zoning Ordinance Table 6-102A (cont'd. Item O, Restaurant Fast Food), Article VI-7, "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts." and the Statutes of the State of Tennessee require that a public hearing be held for the purpose of obtaining the public's comments regarding the proposed Zoning Ordinance Change and,

**WHEREAS**, the Board of Commissioners for the City of Fairview, Tennessee have determined that August 24, 2015, is an acceptable date for the conduct of such a public hearing.

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

1. That a public hearing for the purpose of obtaining the comments of the public regarding Amending the City of Fairview, Tennessee, Municipal Zoning Ordinance Table 6-102A (cont'd. Item O, Restaurant Fast Food), Article VI-7, "Permitted and Conditional Uses and Structures Allowable Within Mixed Use and Commercial Districts." is scheduled and will be held at 7:00 O'Clock P.M., August 24, 2015, in the City Hall of the City of Fairview, Tennessee.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**LARRY D. CANTRELL  
CITY ATTORNEY  
FAIRVIEW, TENNESSEE**



Bill # 2015-27

ORDINANCE NO. 892

**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW, TENNESSEE, BUDGET FOR FISCAL YEAR 2015 – 2016 BUDGET**

**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 Budget for Fiscal Year 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) should be amended to reflect the final expenditures for the Fiscal Year, and:

**WHEREAS**, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2015 – 2016 budget by passage of Ordinance Number 891 on June 30, 2015, and

**WHEREAS**, pursuant to the Tennessee state Constitution, Article II, Section 24, no public money shall be expended except pursuant to appropriations made by law, and

**WHEREAS**, pursuant to Tennessee Code Annotated § 6-56-209, the Board of Commissioners has the authority to authorize the Finance Director to transfer money from one appropriation to another within the same fund, and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF FAIRVIEW, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2015-2016 BUDGET AS FOLLOWS:**

Section 1. Ordinance 891 is hereby amended to appropriate \$60,000 in State Street Aid funds to pay for the City's 20% portion of the Cox Pike and Cumberland Drive resurfacing TDOT grant.

**General Fund**

Transfer From Account #	Current Balance	Transfer Amount	New Balance
110-11210 State Street Aid	\$190,045.00	\$ 60,000.00	\$130,045.00

Expenditures Account #	Current Budget	Amendment Amt	New Budget Amt
110-43190-931	\$ 90,000.00	\$ 60,000.00	\$ 150,000.00

Section 2. The Financial Officer is hereby authorized to make said changes in the accounting system.

**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**

\_\_\_\_\_

10D

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF AGRICULTURE, DIVISION OF FORESTRY  
AND  
FAIRVIEW FIRE DEPARTMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Division of Forestry, hereinafter referred to as the "State" or the "Grantor State Agency" and Fairview Fire Department, hereinafter referred to as the "Grantee," is for the provision of the Volunteer Fire Assistance Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002884

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will carry out organizing, training activities, and/or purchasing equipment eligible for funding under the Volunteer Fire Assistance Federal matching Grant Program for the suppression of wildfires. All expenditures to be reimbursed by funds paid to Grantee under this grant contract will be for the list of needs enclosed with the Grantee's application and approved by the State.
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 15, 2015 and extend for a period of eleven and one half (11 ½) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Two thousand, three hundred, fifty dollars and no cents (\$2,350.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. 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 Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State 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 Grantee 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 Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Agriculture,  
Division of Forestry  
P.O. Box 40627  
Nashville TN 37204

- 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 Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Tennessee Department of Agriculture, Division of Forestry
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, 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 travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are 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 Grantee 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 State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) 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. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **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 Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State 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.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following documentation properly completed.



- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
- b. The Grantee shall complete, sign, and return to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract or the Grantee's Tennessee Edison Registration.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. 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 or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Robin Bible, Fire Operations Unit Leader  
Tennessee Department of Agriculture, Division of Forestry  
P.O. Box 40627, Nashville, TN 37204  
Robin.Bible@tn.gov  
Telephone # 615-837-5537  
FAX # 615-837-5129

The Grantee:

Travis O'Neal / Fire Chief  
Fairview Fire Department  
7131 Bowie Lake Rd  
Fairview TN 37062  
firechief@fairview-tn.org  
Telephone # 615.799.3473  
FAX # 615.799.0701

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee 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 Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor 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.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.
- The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. Copies of such audit reports shall be provided to the designated cognizant state agency, the Grantor State Agency, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.
- Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.
- D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they 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.
- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee 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.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee 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 Grantee 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 Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

- D.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. 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. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,**

**GRANTEE APPROVAL:**

\_\_\_\_\_  
MAYOR, PATTI CARROLL

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST, CITY RECORDER

\_\_\_\_\_  
FIRE CHIEF, TRAVIS O'NEAL

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY, LARRY CANTRELL

**TENNESSEE DEPARTMENT OF AGRICULTURE:**

\_\_\_\_\_  
JULIUS JOHNSON, COMMISSIONER

\_\_\_\_\_  
DATE

## ATTACHMENT A

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: July 15, 2015 END: June 30, 2016				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$2350.00	\$2350.00	\$4700.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$2350.00</b>	<b>\$2350.00</b>	<b>\$4700.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.