

ORDINANCE 2023-10

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

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

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

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

WHEREAS, that all ordinances or parts of ordinances in conflict are hereby repealed; and

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

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

VIVAR LANE



FAIRVIEW
BLVD

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

CHESTER ROAD

Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: July 6, 2023

Public Hearing: Deferred to
~~August 3, 2023~~ Sept. 7, 2023

Passed 2nd Reading: _____

Published for public notice on:

July 19, 2023

In:

Main Street Fairview Newspaper
Publication

RESOLUTION 54-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PERFORMANCE AGREEMENT BETWEEN RUBIKS GROOVE AND THE CITY OF FAIRVIEW, TENNESSEE.

WHEREAS, the City of Fairview desires to retain Rubiks Groove as entertainment for Fairview's July 3rd, 2024, Celebration; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the PERFORMANCE AGREEMENT BETWEEN RUBIKS GROOVE AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RUBIKS GROOVE

Performance Agreement

C/o Rubiks Groove

188 Cottonwood Dr

Franklin, TN 37069

Phone- (469) 693-6844

Website - www.rubiksgroove.com or www.facebook.com/rubiksgroove

Email- booking@rubiksgroove.com

CONTRACT

For good and valuable consideration stated below, City of Fairview (Hereinafter called PURCHASER) and Rubiks Groove (hereinafter called ARTIST) agree as follows: ARTIST shall perform for PURCHASER in accordance with and subject to the following provisions:

TYPE OF EVENT: July 3rd Independence Celebration

DATE OF EVENT: 7/3/2024

EVENT VENUE: City Hall CITY: Fairview STATE TN

TIME OF GUESTS ARRIVAL: _____

TIME SHOW WILL BEGIN: TBD

TIME SHOW WILL END: TBD

PERFORMANCE DURATION: 2.5 hours

FULL WAGE AGREED UPON: 8,500

SOUND & LIGHTS TO BE PROVIDED BY: ELS

Will the engagement be inside or outside? Outside

Is there a special presentation planned? TBD If so, what time? _____

Please provide detailed written directions to location, including phone numbers.

PAYABLE BY CASH, CHECK OR MONEY ORDER TO: **Rubiks Groove**

PAYMENT TERMS: (see attached Rider)

This contract constitutes a binding agreement between the PURCHASER and ARTIST afore mentioned and is governed under the laws of the State of Tennessee. It is further mutually agreed that the "Additional Terms and Conditions," and "Rider" attached to this page are hereby made part of the contract, and have been read and fully understood by both parties. Please sign each copy individually. In the event of a breach of this contract by PURCHASER, PURCHASER agrees to pay the full wage agreed upon, attorney's fees, legal interest, and court costs.

PURCHASER AND ARTIST AGREE THAT THIS CONTRACT IS NOT SUBJECT TO CANCELLATION, EXCEPT WRITTEN AGREEMENT BETWEEN THE PARTIES AND SENT TO Rubiks Groove. It is further agreed that any cancellation by the PURCHASER will result in the forfeiture of the PURCHASER's deposit, in addition to any other remedies enumerated in the contract or afforded by law to the ARTIST.

This instrument contains the entire agreement between the parties and no other statements, promises, or inducements made by either party or their representatives, not contained in the written contract, shall be valid or binding. This contract shall not be enlarged, or modified or altered except in writing signed by the parties and endorsed hereon.

PURCHASER and ARTIST agree that if either party should be required to report to a court of law to enforce any or all provisions of this contract, that the costs and expenses shall be the responsibility of the one who is found in breach of this contract by the court of law.

Contact Ph# _____

*** PLEASE RETURN ONE COPY OF THE AGREEMENT WITH DEPOSIT OF 50% TO RESERVE YOUR DATE. ***

***** MAKE CHECK(S) PAYABLE TO Rubiks Groove *****

CONTRACT RIDER

The following Rider is to be attached and made part of the contract between City of Fairview and Rubiks Groove. This is made part of the performance contract in order to ensure the most successful engagement possible.

REQUIREMENTS:

1. Artist's road crew requires access to stage area at least three (3) hours before guest arrival. If the unloading area is more than 100 feet from the stage or if multiple steps are the only reasonable access to the performance area, purchaser will provide stagehands and/or a pickup truck or cargo vehicle for transportation of equipment from required parking area to the stage for load in and load out. Stage area will have adequate lighting for crew to break down equipment and load-out of venue two (2) hours after event. Purchaser is responsible to pay for the Artists parking, if applicable.
2. Electrical requirements: Three (3) separate 110 outlets within 20 feet of stage, each outlet on a separate 20 AMP circuit. Purchaser will agree to pay any fees for an electrician if one is required by the venue for the engagement. An equivalent generator w/power distribution at stage including three (3) grounded Edison plugs is optional if electrical requirements cannot be met above.
3. Artists to perform within a period of four (4) hours with breaks, unless specified otherwise in contract.
4. Purchaser will provide a flat, level, dry stage w/stairs of the following minimum dimensions:
Width: 30' x Depth: 16' (note: surface must be of sturdy, durable material such as wood, metal, or concrete for the safety of the Artists and their equipment).
5. Balance of all payments is due **PRIOR TO PERFORMANCE. Made payable by cash or check to Rubiks Groove unless specified otherwise on contract.**
6. ARTISTS/ARTIST need (2) secure, clean, well lit, heated/air-conditioned dressing rooms/areas w/mirrors for band's use only. Changes have to be negotiated before the contract is signed.
7. Purchaser to provide nutritious meals with an ample supply of soft drinks and bottled water to be provided at a minimum of two hours before the time of the engagement. Purchaser to pay for and provide one (1) case of bottled water on stage for Artist during performance.
8. PURCHASER is liable for any and all damages to ARTIST's equipment caused by PURCHASER's guests, members or invitees.
9. ARTISTS/ARTIST obligations are subject to detention or prevention by an act of God, sickness, accident, natural catastrophe, riots, strikes, any acts of public authority, or any other cause beyond the Artist's control. Artists/Artist shall be paid in full for any date for which they show up regardless of participant turn out, weather conditions, riots, tax liens, or other acts of God.
10. At any outdoor event, Purchaser will be responsible to fix or replace any band equipment/instruments damaged due to weather such as wind or rain at no cost to the Artist(s). For any outdoor event, Artist(s) requires a tent or other adequate covering for stage. If temperature is 55 degrees or below, heaters need to be provided for the band's use on or near stage. Sides must be placed on tent if rain occurs. The purchaser is to provide and pay for an elevated stage to prevent damage to band's equipment and for the safety of the band in the case of rain or inclement weather. Upon arrival ARTIST will only set up their equipment once.
11. Artist's song lists are a sample representation of the music they perform on a regular basis. Artists reserve the right to charge an additional fee to rehearse and perform songs that are not currently in their repertoire. Song requests have to be agreed upon by Artists no later than (3) three months prior to engagement.
11. ALL TERMS OF THIS RIDER ARE ACCEPTED BY THE PURCHASER UNLESS THEY ARE WAIVED BY ARTISTS' AND INITIALED. FAILURE TO SIGN RIDER WILL BE CAUSE TO CANCEL THE ENGAGEMENT.

Purchaser's Signature

Date

Artist's Signature

Date

Compliance with the aforementioned rider assures optimum performance conditions and an enjoyable evening for all.

THANK YOU FOR YOUR PATRONAGE!

RESOLUTION 55-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO GRANT A SEWER LINE AND UTILITIES EASEMENT TO NORTHWEST COVE, LLC.

WHEREAS, the proposed easements will be granted for a portion of Map 21, Parcels 21.03 and 23.07; and

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

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

WHEREAS, City Staff recommends approval of the proposed locations.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the Mayor to execute the easement documents with Northwest Cove, LLC.

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

This instrument prepared by:
Thomas N. Jones, Attorney
339 Main Street
Franklin, TN 37064
(615) 794-0807

ADDRESS OF OWNER:

Northwest Cove LLC
PO Box 764
Fairview, TN 37062

SEND TAX BILLS TO:

Same

MAP AND PARCEL NO.:

Portion of Map 21
Parcel 21.03

This instrument was prepared by information provided by the parties with no title examination having been made, and the parties hereto agree to hold Thomas N. Jones, Attorney at Law, and Thomas N. Jones & Associates harmless from any and all liability that may arise in connection herewith.

GRANT OF SEWER LINE AND UTILITIES EASEMENT

For and in consideration of the sum of One (\$1.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Fairview, (hereinafter called Grantor)** does hereby grant, transfer and convey to **Northwest Cove LLC, a Tennessee limited liability company, (hereinafter called "Grantee")**, its successor, and assigns, the owners of the property described on Book 6934, Page 765, Register's Office of Williamson County, Tennessee, a permanent twenty (20) feet sewer line and utilities non-exclusive easement with rights of entry for construction, maintenance and repair, the said easement being more particularly described as follows:

Beginning at a point at the intersection of the south margin of Elrod Road and the west margin of Northwest Highway; thence along the west margin of Northwest Highway, S 06°57'47" W, 448.16' to a point at the intersection of the west margin of Northwest Highway and the west margin of Dice Lampley Road; thence along the west margin of Dice Lampley Road, the following calls: N 81°45'37" W, 1.50'; thence S 08°14'22" W, 273.56'; thence leaving the west margin of Dice Lampley Road and proceeding through the lands of City of Fairview (D.B. 6934, pg. 765, R.O.W.C.), the following calls: N 81°45'38" W, 20.00'; thence N 08°14'22" E, 293.56'; thence S 81°45'37" E, 1.05'; thence N 06°57'47" E, 459.34' to a point in the south margin of Elrod Road; thence along the south margin of Elrod Road with a curve turning to the right with a radius of 35.00', an arc length of 39.48', with a chord bearing of S 25°20'35" E, and a chord length of 37.42' to the Point of Beginning. Containing 0.34 Acres, as surveyed by T-Square Surveying, J. Mark Cantrell, RLS #1859, dated 7-28-2023.

Being a portion of the same property conveyed to the City of Fairview by Deed of record in Book 6934, Page 765, Register's Office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the above-described easement with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors and assigns, forever; and Grantor does covenant with Grantees that Grantor is lawfully seized and possessed of the underlying land in fee simple and of the easement, and has a good right to convey said easement, and the easement is unencumbered, except as otherwise herein set out; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said easement to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders. This Grant, and the provisions herein contained, shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, personal and legal representatives, lessees, employees, agents, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this _____ day of August, 2023.

GRANTOR:

City of Fairview

By: _____

Name: _____

Title: Mayor

GRANTEE:

Northwest Cove, LLC
a Tennessee limited liability company

By: _____

Tony Cavender

Title: President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Mayor of The City of Fairview, the within named bargainer, and that (s)he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of The City of Fairview by himself/herself as Mayor.

Witness my hand this ____ day of August , 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Tony Cavender, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Northwest Cove, LLC, a Tennessee limited liability company, the within named Grantee, that he is authorized by Northwest Cove, LLC to execute the within instrument on its behalf, and he as such executed the foregoing instrument for the purpose therein contained.

Witness my hand this ____ day of August, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater for the transfer is \$0.00.

AFFIANT

Sworn and subscribed before me this ____ day of August , 2023.

NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by:
Thomas N. Jones, Attorney
339 Main Street
Franklin, TN 37064
(615) 794-0807

ADDRESS OF OWNER:	SEND TAX BILLS TO:	MAP AND PARCEL NO.:
Northwest Cove LLC PO Box 764 Fairview, TN 37062	Same	Portion of Map 21 Parcel 23.07

This instrument was prepared by information provided by the parties with no title examination having been made, and the parties hereto agree to hold Thomas N. Jones, Attorney at Law, and Thomas N. Jones & Associates harmless from any and all liability that may arise in connection herewith.

GRANT OF SEWER LINE AND UTILITIES EASEMENT

For and in consideration of the sum of One (\$1.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **City of Fairview, (hereinafter called Grantor)** does hereby grant, transfer and convey to **Northwest Cove LLC, a Tennessee limited liability company, (hereinafter called "Grantee")**, its successor, and assigns, the owners of the property described on Book 9214, Page 108, Register's Office of Williamson County, Tennessee, a permanent twenty (20) feet sewer line and utilities non-exclusive easement with rights of entry for construction, maintenance and repair, the said easement being more particularly described as follows:

Beginning at a point in the south margin of TN Highway 96 N, being the northeast corner of City of Fairview, also known as Tract 1 of Totty, Highway 96 Subdivision Plan (D.B. 9214, pg. 108, R.O.W.C.; P.B. 80, pg. 60, R.O.W.C.), and the northwest corner of Tract 2 of said subdivision; thence along the margin of said road, S 57°20'58" E , 20.00'; thence leaving the margin of said road and proceeding through the lands of said Tract 2 and City of Fairview, the following calls: S 32°45'38" W , 133.67'; thence with a curve turning to the left with a radius of 449.00', an arc length of 187.95', with a chord bearing of S 20°47'15" W , and a chord length of 186.58'; thence S 08°47'44" W , 140.96'; thence proceeding through the lands of City of Fairview and Tract 3 of said subdivision, the following calls: S 06°50'41" W , 284.32'; thence S 07°34'07" W , 28.03' to a point in the north line of Herlie & Sandra Lampley Trust (D.B. 1874, pg. 422, R.O.W.C.); thence with the north line of Herlie & Sandra Lampley Trust, N 83°50'48" W , 20.01' to a point, being the southwest corner of said Tract 3; thence leaving Herlie & Sandra Lampley Trust and with the west line of said Tract 3, N 07°34'07" E , 28.39'; thence continuing with said Tract 3 and

proceeding through the lands of City of Fairview, the following calls: N 06°50'41" E , 284.54'; thence N 08°47'44" E , 141.30'; thence continuing through the lands of City of Fairview and with the west line of said Tract 2, the following calls: thence with a curve turning to the right with a radius of 469.00', an arc length of 196.32', with a chord bearing of N 20°47'15" E , and a chord length of 194.89'; thence N 32°45'38" E , 133.63' to the Point of Beginning. Containing 0.36 Acres, as surveyed by T-Square Surveying, J. Mark Cantrell, RLS #1859, dated 7-28-2023.

Being a portion of the same property conveyed to the City of Fairview by Deed of record in Book 9214, Page 108, Register's Office of Williamson County, Tennessee.

TO HAVE AND TO HOLD the above-described easement with the estate, title and interest thereto, including all rights and powers therewith, belonging to Grantee, its successors and assigns, forever; and Grantor does covenant with Grantees that Grantor is lawfully seized and possessed of the underlying land in fee simple and of the easement, and has a good right to convey said easement, and the easement is unencumbered, except as otherwise herein set out; and Grantor does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said easement to Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders. This Grant, and the provisions herein contained, shall inure to the benefit of, and be binding upon, the parties hereto, their respective heirs, personal and legal representatives, lessees, employees, agents, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this _____ day of August, 2023.

GRANTOR:

City of Fairview

By: _____

Name: _____

Title: Mayor

GRANTEE:

Northwest Cove, LLC
a Tennessee limited liability company

By: _____

Tony Cavender

Title: President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Mayor of The City of Fairview, the within named bargainor, and that (s)he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of The City of Fairview by himself/herself as Mayor.

Witness my hand this ____ day of August , 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Tony Cavender, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Northwest Cove, LLC, a Tennessee limited liability company, the within named Grantee, that he is authorized by Northwest Cove, LLC to execute the within instrument on its behalf, and he as such executed the foregoing instrument for the purpose therein contained.

Witness my hand this ____ day of August, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater for the transfer is \$0.00.

AFFIANT

Sworn and subscribed before me this ____ day of August , 2023.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION 56-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CREATING A WATER AND SEWER TASK FORCE.

WHEREAS, the City of Fairview Board of Commissioners desires to create a Water and Sewer Task Force; and

WHEREAS, this task force will consist of three (3) citizen members; and

WHEREAS, the purpose of this Task Force will be to attend the Water Authority of Dickson County board meetings and relay information of importance or interest to the Fairview Board of Commissioners; and

FUTHERMORE, the Water and Sewer Task Force is also expected to lobby for a representative from Fairview to be appointed to the Water Authority of Dickson County Board of Commissioners as a voting member.

NOW, THEREFORE BE IT RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the creation of the Water and Sewer Task Force and appoint the following citizens:

1. _____
2. _____
3. _____

Passed and adopted this the ____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 57-23

A RESOLUTION ACCEPTING THE RESIGNATION OF COMMISSIONER LESLIE FISCHER-STREET AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO CALL UPON THE WILLIAMSON COUNTY ELECTION COMMISSION TO CALL A SPECIAL ELECTION FOR THE PURPOSE OF FILLING SAID VACANCY.

WHEREAS, Ms. Leslie Fischer-Street resigned from the office of City Commissioner at a regularly scheduled meeting of the City of Fairview Board of Commissioners on August 17, 2023; and

WHEREAS, the resignation of Ms. Fischer-Street has created a vacancy on the City of Fairview Board of Commissioners; and

WHEREAS, the City of Fairview desires to call a special election to fill said vacancy created by Ms. Fisher-Street's departure, pursuant to Tenn. Code Ann. § 6-20-110.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that said Board hereby accepts Ms. Fischer-Street's resignation and declares a vacancy on the Fairview Board of Commissioners. Be it further resolved that the Mayor and/or City Manager be authorized and directed to call upon the Williamson County Election Commission to call a special election for the purpose of filling said vacancy in accordance with state law.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney