



CITY OF FAIRVIEW
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
SEPTEMBER 16, 2021
7:00 P.M.

1. **Roll Call**
2. **Call to Order**
3. **Prayer and Pledge**
4. **Approval of Agenda and Executive Session Announcements**
5. **Public Hearing(s)**
6. **Citizen Comments** (Limited to the first 5 citizens to sign in and a limit of 3 minutes each)
7. **Public Announcements, Awards and Recognitions**
8. **Staff Comments and Monthly Reports**
 - A. Fire Department Report
 - B. Police Department Report
 - C. City Manager Report, Scott Collins
9. **Consent Agenda** (Any Item May be Removed for Individual Consideration)
 - A. Minutes from Board of Commissioners Meeting September 2, 2021
10. **Old Business** (none)
 - A. Annex 7282 Northwest Highway with R-20 Zoning (Woodwick)
 - (1) Public Hearing
 - (2) Resolution 24-21, A Resolution to Annex Certain Territory Upon Written Consent of the Owners and to Incorporate the Same Within the Boundaries of the City of Fairview, Tennessee, with R-20 Single Family Medium-Density Zoning, Map: 021, Parcels: 056.02 and 056.03, 7282 Northwest Highway, 19.88 Acres, Owner: Candlewood Cove LLC
 - B. Annex 1037 Fairview Boulevard (Fernbrooke)
 - (1) Public Hearing
 - (2) Resolution 25-21, A Resolution to Annex Certain Territory Upon Written Consent of the Owners and to Incorporate the Same Within the Boundaries of the City of Fairview, Tennessee, Map: 023, Parcel: 066.01, 1037 Fairview Boulevard, 132.24 Acres, Owners: Mickey Mitchell & Charlie Mitchell, Jr.
11. **New Business**
 - A. Resolution 28-21, A Resolution of the City of Fairview, Tennessee, Authorizing the City Manager to Contract with Cumberland Securities for Municipal Advisory Services Related to the Refunding of Existing Bond Debt and Other Indebtedness and Issuing New Bonds or Debt

- B. Resolution 29-21, A Resolution of the City of Fairview, Tennessee, Authorizing the City Manager to Contract with Waller, Lansden, Dortch & Davis, LLC, as Bond and Legal Counsel Related to the Refunding of Existing Bond Debt and Other Indebtedness and Issuing New Bonds or Debt
- C. Resolution 30-21, A Resolution of the City of Fairview, Tennessee, Authorizing the Issuance of General Obligation Refunding Bonds of City of Fairview, Tennessee, in the Aggregate Principal Amount of Not to Exceed \$2,025,000 in One or More Series; Making Provision for the Issuance, Sale and Payment of Said Bonds, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if any, and Interest on the Bonds
- D. Resolution 31-21, A Resolution of the City of Fairview, Tennessee, Designating Items and Materials as Surplus and Authorizing their Disposal

12. Communications from the Mayor and Commissioners

13. Meeting Adjournment

IOA

RESOLUTION 24-21

A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON THE CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE WITH R-20 SINGLE FAMILY MEDIUM-DENSITY RESIDENTIAL ZONING, MAP 021, PARCELS 056.02 & 56.03, 7282 NORTHWEST HIGHWAY, 19.88 ACRES, OWNER: CANDLEWOOD COVE LLC

Tax Map 21, Parcels 56.02 & 56.03

7282 Northwest Highway

Owners: Candlewood Cove LLC

9.94 Acres

WHEREAS, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory to be zoned as R-20 Single Family Medium-Density Residential adjoining its existing boundaries and within its urban growth boundaries; and

WHEREAS, the owners of all property within the territory proposed for annexation and zoning have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this Resolution, describing the territory proposed for annexation and zoning, was promptly sent by the City of Fairview to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and zoning and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in the Observer, a newspaper of general circulation in such territory and the City of Fairview; and

WHEREAS, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation, zoning and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation, zoning and Plan of Services was published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation, zoning and Plan of Services was held by the governing body on the 16th day of September, 2021.

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

Section 1. Pursuant to the provisions of **TCA 6-5-102**, there is hereby adopted, for the area bounded as described above, the following plan of Services:

Police

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

Fire

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

Water

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.**

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.**

Sanitary Sewers

Sanitary Sewer Service will be serviced 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.

In the event connection to the Sanitary Sewer Service is not allowed by WADC, an individual sewage disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

Refuse Collection

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

Streets

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 City of Fairview, Tennessee under the standards currently prevailing in the City will serve the City Controlled Streets in the annexed area.

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.

Schools

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

Inspection Services

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

Planning and Zoning

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.

Public Works

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Reference the city's website for pickup times and specific information regarding what qualifies for this service.

Street Lighting

Existing street lighting will continue to be maintained by the utility provider in the annexed area.

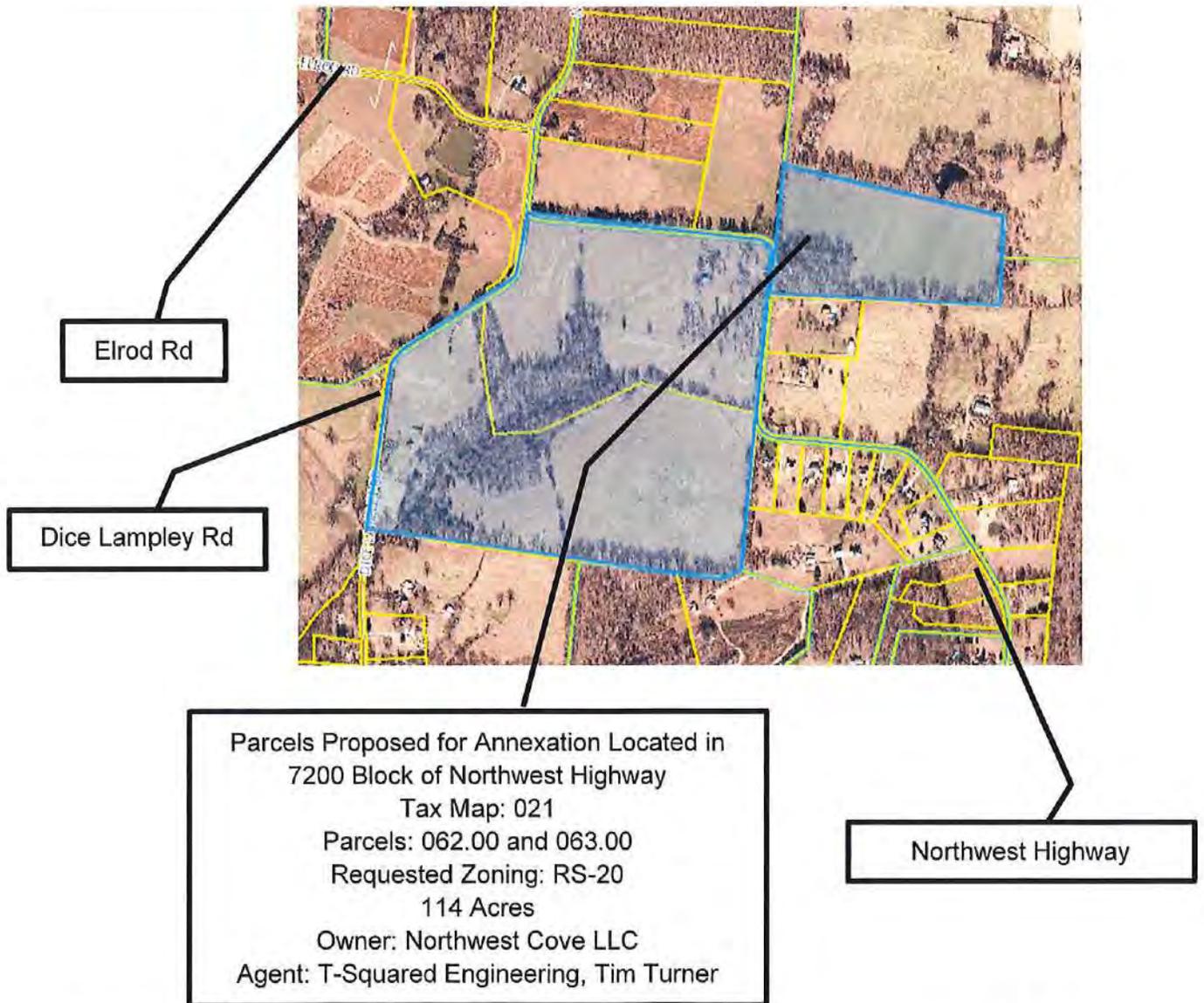
Recreation

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

Miscellaneous

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: LOCATION MAP



SECTION 3: LEGAL DESCRIPTION

PARCEL 056.02 - A tract of land in the first civil district of Williamson County, Tennessee and being bounded generally on the north by Tract Six, on the east by John A. Lampley and Curness M. Lampley, on the south by Northwest Highway and on the west by Tract Eight and Tract Seven and being described according to a survey dated May 29, 1998 and prepared by Kevin L. Birdwell, R.L.S. No. 1797, 4060 Carters Creek Pike, Franklin, Tn 37064 and being more particularly described as follows:

Beginning at a point in the centerline of Northwest Highway, said point being the southwest corner of the herein described tract of land and being the southeast corner of Tract Eight, said point also being situated South 83 degrees 37 minutes 11 seconds East, a distance of 1000.13 feet from a point formed by a Tee intersection of Northwest Highway and Dice Lampley Road, where Northwest Highway runs north and east and Dice Lampley Road runs south from said intersection point and proceeding as follows: leaving the centerline of said road and with the east line of Tract Eight and Seven, North 12 degrees 53 minutes 08 seconds East, passing an iron pin set at a distance of 25.00 feet and a total distance of 930.59 feet to an iron pin set in the south of line of Tract Six and also being the northeast corner of Tract Seven; thence with the south line of Tract Six, South 86 degrees 42 minutes 49 seconds East, a distance of 415.80 feet to an iron pin set in the west line of the John A. Lampley et al property as recorded in Deed Book 638, Page 942, R.O.W.C., Tennessee; thence with the west line of John A. Lampley, South 6 degrees 49 minutes 59 seconds West, a distance of 321.44 feet to an iron pin set; thence with the west line of John A. Lampley and the Curness M. Lampley property by Deed of record in Book 746, Page 624, R.O.W.C., Tennessee, South 7 degrees 07 minutes 14 seconds West, a distance of 625.66 feet to an iron pin set; thence leaving the west line of the John A. Lampley property and with the centerline of Northwest Highway in part, North 83 degrees 37 minutes 11 seconds West, a distance of 510.00 feet to the point of beginning; said described tract containing 9.94 acres, more or less.

Being the same property conveyed to Bobby Galbraith and wife, Eleanor L. Galbraith by deed from Eleanor L. Galbraith, dated February 13, 2001, and of record in Book 2116, Page 672, in the Register's Office of Williamson County, Tennessee. Also being the same property title which vested in Eleanor L. Galbraith upon the death of her husband, Bobby Galbraith, by reason of their tenancy the entirety.

This conveyance in trust subject to the right-of-way of Northwest Highway.

Right-of-Way easement in favor of Middle Tennessee Electric Membership Corp. of record in Book 684, Page 44, in the Register's Office of Williamson County, Tennessee.

PARCEL 056.03 - Beginning at a point in the centerline of Northwest Highway, said point being the Northwest corner of the herein described tract of land and being the Southwest corner of Tract Five, said point also begin situated South 7 degrees 21'55" West, a distance of 1677.25 feet from the Southwest corner of Herlie Lampley, et ux property as recorded in Deed Book 193, page 10, Register's Office of Williamson County, Tennessee, as measured along the centerline of said road and proceeding as follows:

Leaving the centerline of said road and with the South line of tract five, South 84 degrees 58'32" East, passing an iron pin set at a distance of 25.00 feet and a total distance of 1332.14 feet to an iron pin set in the West line of the John A. Lampley Et Al property as recorded in Deed Book 638, Page 942, Register's Office of Williamson County, Tennessee; thence with the West line of the John A. Lampley property, South 6 degrees 49'58" West, a distance of 304.40 feet to an iron pin set; thence leaving the West line of the John A. Lampley property and with the North line of tract nine, North 86 degrees 42'49" West, a distance of 415.80 feet to an iron pin et at the Northeast corner of tract seven; thence with the North line of tract seven, North 87 degrees 10'27" West, a distance of 335.69 feet to an iron pin et; thence continuing with the North line of tract seven, North 86 degrees 15'10" West, a distance of 335.71 feet to an iron pin set; thence continuing with the North line of tract seven, North 84 degrees 00'37" West, passing an iron pin set on the East margin of Northwest Highway at a distance of 240.13 and a total distance of 266.03 feet to a center line of said road; thence with the centerline of Northwest Highway, Northeasterly 103.34

feet along the arc of a curve to the left that has a radius of 320.42 feet to a point, said curve has a chord bearing and distance of North 16 degrees 36'21", East 102.89 feet; thence with the centerline of Northwest Highway, North 7 degrees 21'55" East. A distance of 232.13 feet to the point of beginning; said described tract containing 9.94 acres more or less.

Being the same property conveyed to Steven Robertson, Trustee under the Revocable Trust Agreement of Edith Robertson by Warranty Deed from Edith L. Robertson, dated February 13, 2012 of record in Book 5523, Page 213, in the Register's Office of Williamson County, Tennessee. This conveyance is made subject to the following:

1. Subject to the right-of-way of Northwest Highway.
 - A. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.
 - B. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
 - C. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Approved by the City of Fairview Board of Commissioners this 16th day of September, 2021.

Mayor, Debby Rainey

Attest:

City Recorder, Brandy Johnson

Approved as to Form and Legality:

City Attorney

The Plan of Services and Zoning Request of this Resolution Considered by the City of Fairview, Tennessee Municipal Planning Commission this 10th day of August, 2021.

The Fairview, Tennessee Municipal Planning Commission voted upon the Plan of Services and Zoning Request of this Resolution as Follows:

Aye 8, Nay 0, Not voting 0.

The Plan of Services and Zoning Request of this Resolution were returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval x, Disapproval _____, No Recommendation _____.

RESOLUTION 25-21

IOB

**A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON THE
CONSENT OF THE OWNERS AND TO INCORPORATE THE SAME WITHIN
THE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE, MAP 023,
PARCEL 066.01, 1037 FAIRVIEW BOULEVARD, 132.24 ACRES, OWNERS:
MICKEY MITCHELL & CHARLIE MITCHELL, JR.**

Tax Map 23, Parcel 066.01

1037 Fairview Boulevard

Owner: Mickey Mitchell, Charlie Mitchell, Jr.

132.24 Acres

WHEREAS, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries; and

WHEREAS, the owners of all property within the territory proposed for annexation and zoning have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this Resolution, describing the territory proposed for annexation and zoning, was promptly sent by the City of Fairview to the last known address listed in the office of the property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation by owner consent; and

WHEREAS, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and zoning and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in the Observer, a newspaper of general circulation in such territory and the City of Fairview; and

WHEREAS, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation, zoning and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place and purpose of a public hearing on the proposed annexation, zoning and Plan of Services was published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing; and

WHEREAS, a public hearing on the proposed annexation, zoning and Plan of Services was held by the governing body on the 16th day of September, 2021.

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

Section 1. Pursuant to the provisions of TCA 6-5-102, there is hereby adopted, for the area bounded as described above, the following plan of Services:

Police

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

Fire

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

Water

Water for domestic, commercial, and industrial use may 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.**

Water for fire protection may 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.**

Any private, domestic, commercial, and industrial water sources shall be maintained by the land-owner and shall be constructed to meet the terms and standards for Williamson County and the State of Tennessee.

Sanitary Sewers

Sanitary Sewer Service may be serviced 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.**

Where Sanitary Sewer Service is not provided, an individual sewer disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

Refuse Collection

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

Streets

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 City of Fairview, Tennessee under the standards currently prevailing in the City will serve the City Controlled Streets in the annexed area.

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.

Schools

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

Inspection Services

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

Planning and Zoning

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.

Public Works

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Reference the city's website for pickup times and specific information regarding what qualifies for this service.

Street Lighting

Existing street lighting will continue to be maintained by the utility provider in the annexed area.

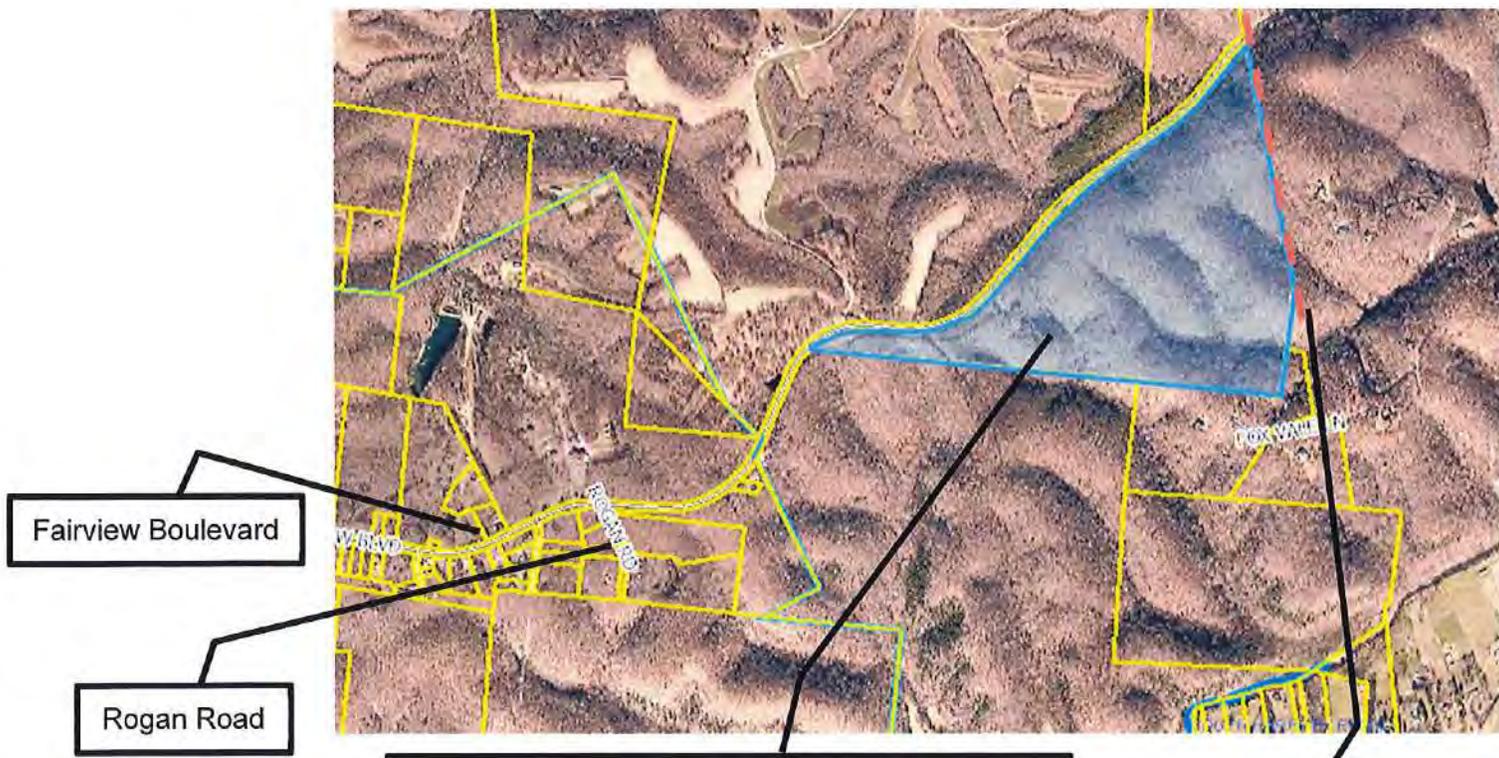
Recreation

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

Miscellaneous

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: LOCATION MAP



Parcel Proposed for Annexation Located
 off Highway 100
 Tax Map: 023 Parcel: 66.01
 Requested Zoning: RS-40
 312.24 Acres
 Owner: Charlie Mitchel, Jr.

Metro Davidson County Line

SECTION 3: LEGAL DESCRIPTION

Being a tract of land lying in the 1st Civil District of Williamson county, Tennessee and being more particularly described according to a survey by Timothy R. Buchanan, T.L.S. No. 1698, dated December 15, 2003, last revised April 22, 2004, as follows:

Beginning at an iron rod found on the southerly right-of-way State Route 100 at the northwest corner of the E.L. Linton and W.T. Beasley property, as of record in Deed Book 51, Page 183, Register's Office of Williamson County, Tennessee (ROWC, TN,)

Thence with said southerly right-of-way the following calls:

A curve to the right having a central angle of 38 degrees 38'27", a radius of 729.00 feet, an arc length of 491.65 feet and a chord bearing and distance of North 74 degrees 27'13" East, 482.38 feet to a concrete right-of-way monument found; South 86 degrees 13'34" East, a distance of 207.60 feet to an iron rod set; a curve to the right having a central angle of 40 degrees 32'56", a radius of 989.90, an arc length of 700.56 feet, and a chord bearing and distance of North 73 degrees 29'59" East, 686.03 feet to an iron rod set; North 36 degrees 46'29" West, a distance of 2.00 feet to an iron rod set; a curve to the right having a central angle of 17 degrees 56'04", a radius of 987.90, an arc length of 309.23 feet, and a chord bearing and distance of North 44 degrees 15'29" East, 307.97 feet to an iron rod set; North 35 degrees 17'26" East, a distance 401.10 feet to an iron rod set; South 54 degrees 42'34" East, a distance of 17.00 feet to an iron rod set; North 35 degrees 17'26" East, a distance of 388.70 feet to an iron rod set; a curve to the right having a central angle of 0 degrees 15'34", a radius of 2241.82, an arc length of 10.15 feet, and a chord bearing and distance of North 35 degrees 25'14" East, 10.15 feet to an iron rod set; North 54 degrees 26'59" West, a distance of 10.00 feet to an iron rod set; a curve to the right having a central angle of 12 degrees 28'17", a radius of 2251.82 feet, an arc length of 490.14 feet, and a chord bearing and distance of North 41 degrees 47'09" East, 489.18 feet to an iron rod set; North 41 degrees 58'42" West, 7.00 feet to an iron rod set; a curve to the right having a central angle of 2 degrees 01'22" East, 78.94 feet to an iron rod set; North 50 degrees 01'26" East, a distance of 221.97 feet to an iron rod set; South 39 degrees 58'34" East, a distance of 22.00 feet to an iron rod set; North 50 degrees 01'26" East, a distance of 447.99 feet to an iron rod set; North 39 degrees 58'34" West, a distance of 22.00 feet to an iron rod set; North 50 degrees 01'26" East, a distance of 195.24 feet to an iron rod set; a curve to the left having a central angle of 1 degree 29'57", a radius of 2325.00, an arc length of 60.83 feet, and a chord bearing and distance of North 49 degrees 16'28" East, 60.83 feet to an iron rod set; South 41 degrees, 28'30" East, a distance of 7.00 feet to an iron rod set; a curve to the left having a central angle of 16 degrees 10'03", a radius of 2332.00 feet, an arc length of 658.04 feet, and a chord bearing and distance of North 40 degrees 26'28" East, 655.85 feet to an iron rod set; North 32 degrees 21'26" East, a distance of 148.31 feet to an iron rod set at a northerly corner of the William Harold Bumpous, Sr. property as of record in Deed Book 6273, Page 609, RODC, TN; thence leaving said right-of-way, and with said Bumpous Property, the following calls: North 72 degrees 00'49" East, a distance of 37.23 feet to an iron rod set in the approximate centerline of Hurricane Creek, also known as Hurricane Branch, Whiporwill Creek, and Brush Creek; thence with the approximate centerline of said creek, North 46 degrees 04'33" East, a distance of 151.95 feet to a point on the approximate boundary between Davidson and Williamson County; thence with said county boundary and severing the Robert F. Stamps, and Richard P. Stamps property, as of record in Will Book 151, page 413, RODC, TN, South 13 degrees 18'02" East, a distance of 2506.79 to a point in the westerly line of Fox Hollow Farms, as of record in Plat Book 9700, page 292, RODC, TN, and being South 03 degrees 04'16" West, a distance of 1618.40 from an iron rod found at the most northwesterly corner of said Fox Hollow Farms; thence with said Fox Hollow Farms, South 03 degrees 04'16" West, a distance of 758.96 to an iron rod found at a northerly corner of Liberty State Bank Property, as of record in Deed Book 2618, Page 964, ROWC, TN; thence with said Liberty State Bank Property, and then with northerly line of the E.L. Linton and W.T. Beasley property, as of record in Deed Book 51, Page 183, ROWC, TN, North 86 degrees 30'00" West, passing 3.50 feet north of an iron rod found at 1342.51 feet, for a total distanced of 4299.67 feet to Point of Beginning, containing 132.242 acres, more or less. Being part of the same property devised to William H. Allison for his life and then to the children of the said William H. Allison by the will of Thomas J. Allison of record in Will Book 35, Page 483, Office of the County Court of Davidson County, Tennessee, and by partition of the

Chancery Court of Williamson County, Tennessee, of record in Minute Book 3, Page 255, Probate Court for Williamson County, Tennessee. The property having been acquired by H.T. Allison, son of William H. Allison, and wife, Flora Smith Allison, under the terms of the aforescribed will and by deeds of record in Book 747, Page 608, Book 881, Page 166, Book 1040, page 180, Book 1174, page 289, and Book 2592, page 558, Register's Office for Davidson County, Tennessee, and by deeds of record in Deed Book 95, page 510, Deed Book 95, page 511, Deed Book k95, page 513, Deed Bok 95, Page 516, and Deed Book 102, page 456, Register's Office for Williamson County, Tennessee. The said H.T. Allison having devised his interest in the property to his wife, Flora Smith Allison by will of record in Will Book 70, page 344, Office of the Probate Court of Davidson County, Tennessee. The said Flora Smith Allison having devised said property to Mary Smith Stamps by will of record in Will Book 73, Page 71, Office of the Probate Court of Davidson County, Tennessee. Being part of the same property the said Mary Smith Stamps having devised to Robert F. Stamps and Richard P. Stamps by will of record in Will Book 151, page 412, Probate Court of Davidson County, Tennessee.

- A. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.
- B. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
- C. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area, shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

WHEREUPON, the Mayor declared the Resolution adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Approved by the City of Fairview Board of Commissioners this 16th day of September, 2021.

Mayor, Debby Rainey

Attest:

City Recorder, Brandy Johnson

Approved as to Form and Legality:

City Attorney

The Plan of Services and Zoning Request of this Resolution Considered by the City of Fairview, Tennessee Municipal Planning Commission this 10th day of August, 2021.

The Fairview, Tennessee Municipal Planning Commission voted upon the Plan of Services and Zoning Request of this Resolution as Follows:

Aye 7, Nay 1, Not voting 0.

The Plan of Services and Zoning Request of this Resolution were returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval x, Disapproval _____, No Recommendation _____.

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 28-21



A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZED BY THE CITY MANAGER TO CONTRACT WITH CUMBERLAND SECURITIES FOR MUNICIPAL ADVISORY SERVICES RELATED TO THE REFUNDING OF EXISTING BOND DEBT AND OTHER INDEBTEDNESS AND ISSUING NEW BONDS OR DEBT.

WHEREAS, the City of Fairview desires to refund and/or refinance its existing bond debt and other indebtedness, and

WHEREAS, the city also desires to issue or engage in refunded bond debt and new bond debt for the purposes of debt management, cash management, cash flow and capital project financing, and

WHEREAS, the refunding series bonds and new series bonds will be specifically identified as Series 2021 bonds and/or Series 2021 subsection bonds, and

WHEREAS, it is prudent that the City of Fairview retain qualified municipal financial advisory services for these transactions, and

WHEREAS, the City of Fairview has previously engaged Cumberland Securities for bond issue related municipal financial advisory services, and

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

The City of Fairview Board of Commissioners hereby resolves to and does authorize the city manager to contract with Cumberland Securities to provide municipal financial advisory services regarding the city's proposed Series 2021 and/or Series 2021 subsection refunding series bonds, new series bonds, all related debt refinancing and related debt issuance.

Adopted this _____ day of _____, 2021.

Mayor

Attest:

City Recorder

Approved As To Form:

City Attorney

CITY OF FAIRVIEW, TENNESSEE

11B

RESOLUTION NO. 29-21

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHC
CITY MANAGER TO CONTRACT WITH WALLER, LANSDEN, DORTCH & DAVIS,
LLC, AS BOND AND LEGAL COUNSEL RELATED TO THE REFUNDING OF
EXISTING BOND DEBT AND OTHER INDEBTEDNESS AND ISSUING NEW BONDS
OR DEBT.

WHEREAS, the City of Fairview desires to refund and/or refinance its existing
bond debt and other indebtedness, and

WHEREAS, the city also desires to issue or engage in refunded bond debt and
new bond debt for the purposes of debt management, cash management, cash flow and
capital project financing, and

WHEREAS, the refunding series bonds and new series bonds will be specifically
identified as Series 2021 bonds and/or Series 2021 subsection bonds, and

WHEREAS, the City of Fairview must retain qualified bond counsel for these
transactions and services, and

WHEREAS, the City of Fairview desires to engage the firm of Waller, Lansden,
Dortch & Davis, LLC, as bond counsel and legal counsel for these transactions and
services, and

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

The City of Fairview Board of Commissioners hereby resolves to and does authorize the
city manager to contract with Waller, Lansden, Dortch & Davis, LLC, as bond counsel for
the city's proposed Series 2021 and/or Series 2021 subsection refunding series bonds,
new series bonds, and all related debt refinancing and related debt issuance.

Adopted this _____ day of _____, 2021.

Mayor

Attest:

City Recorder

Approved As To Form:

City Attorney



RESOLUTION 30-21

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF CITY OF FAIRVIEW, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,025,000 IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes City of Fairview, Tennessee (the "City"), by resolution of its Board of Commissioners, to issue and sell bonds to refund and refinance outstanding bonds of the City; and

WHEREAS, the City has previously issued and has outstanding its General Obligation Refunding Bonds, Series 2015, dated August 25, 2015, maturing March 1, 2022 through 2030 (the "Outstanding Bonds"); and

WHEREAS, all or a portion of the Outstanding Bonds can now be refunded for the purpose of reducing the debt service requirements of the City; and

WHEREAS, the Board of Commissioners hereby determines that it is advisable to issue general obligation refunding bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Bonds; and

WHEREAS, a plan of refunding for the Outstanding Bonds has been filed with the Director of the Division of Local Government Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the City a report thereon, a copy of which has been made available to the members of the Board of Commissioners; and

WHEREAS, it is the intention of the Board of Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$2,025,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Fairview, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$2,025,000 General Obligation Refunding Bonds of the City, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(c) "City Manager" shall mean the city manager of the city.

(d) "Governing Body" means the City of Fairview's Board of Commissioners.

(e) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(f) "Refunded Bonds" means the maturities or portions of the maturities of the Outstanding Bonds designated for refunding by the city manager pursuant to the terms hereof.

(g) "Registration Agent" means the registration and paying agent appointed by the city manager pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the City has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the City's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

(c) The refunding of the Refunded Bonds authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the City over the term of the Refunded Bonds, thereby effecting a cost savings to the public.

(d) The refunding report of the State Director (the "Refunding Report") has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the refunding of the Refunded Bonds; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the City in the aggregate principal amount of not to exceed \$2,025,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed two percent per annum (2.00%), payable

(subject to the adjustments permitted hereunder) semi-annually (or more frequently if approved by the city manager and requested by the original purchaser thereof) on March 1 and September 1 in each year, commencing March 1, 2022. The Bonds shall be in such denomination(s) as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on March 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2022 through 2030, inclusive, with the final principal payment and amortization schedule to be established by the city manager pursuant to Section 8.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the City, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity, if applicable, to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Pursuant to the terms hereof, the city manager is authorized to sell the Bonds as a single term bond (a "Term Bond") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In such event, the City shall redeem the Term Bond on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the City not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. No notice shall be required of mandatory sinking fund redemptions.

(c) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds, which may be an officer of the City, and hereby authorizes the

Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The city manager is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the City and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(d) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the City in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. If requested by the holder of all of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(e) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the City to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the City shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the City of such Special Record Date and, in the name

and at the expense of the City, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the City to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(f) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment contained therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the City to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(g) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the City with the signature of the city manager and the attestation of the City Recorder.

(h) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the City of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(i) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the City, in its discretion, shall issue, and the Registration Agent, upon written direction from the City, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the City may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory

to the City and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the City and the Registration Agent; and the City may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the City for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the City. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the City are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
CITY OF FAIRVIEW, TENNESSEE
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021A

Interest Rate: Maturity Date: Date of Bond: [CUSIP No.:]

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, City of Fairview, Tennessee (the "City") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on March 1, 2022, and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of _____, _____, _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose

name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

This Bond shall be subject to redemption prior to maturity at the option of the City, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City's Board of Commissioners, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by lot or such other random manner as the Registration Agent in its discretion shall determine.

[The City shall redeem this Bond on the redemption dates set forth below in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

Notice of any call for redemption shall be given by the Registration Agent on behalf of the City not less than five (5) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the

Registration Agent shall give immediate notice to the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding. No notice shall be required of mandatory sinking fund redemptions.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond.

This Bond is one of a total authorized issue aggregating \$2,025,000 and issued by the City to finance (i) the refunding of the City's outstanding General Obligation Refunding Bonds, Series 2015, dated August 25, 2015, maturing March 1, 2022 through 2030; and (ii) the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City's Board of Commissioners on September 16, 2021 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the City. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the City are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by its Mayor and attested by its City Recorder as of the date hereinabove set forth.

CITY OF FAIRVIEW, TENNESSEE

By: _____
City Manager

ATTESTED:

City Recorder

Transferable and payable at the principal corporate trust office of or other designated office of: _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Trust Officer or Authorized Signatory

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Fairview, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The City, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the City, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the City and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the City to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be sold by negotiated sale to a financial institution selected by the Mayor, in consultation with the Municipal Advisor.

(b) The city manager is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than March 1, 2022, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the amortization schedule is consistent with the Refunding Report; (C) the final maturity date of each series shall not exceed the final maturity described in Section 4 hereof; and (D) the debt service schedule shall not result in balloon indebtedness that requires approval of the State Director;

(5) adjust or remove the City's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Bonds; or

(7) sell the Bonds, or any series thereof, or any maturities thereof as a single Term Bond with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the city manager, as he shall deem most advantageous to the City.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(c) The city manager is authorized to sell the Bonds to the original purchaser thereof selected by the Mayor, in consultation with the Municipal Advisor. The sale of the Bonds by the Mayor shall be binding on the City, and no further action of the Governing Body with respect thereto shall be required.

(d) The city manager and City Recorder are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the purchaser thereof and to execute, publish, and deliver all certificates and documents, including closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The city manager is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds in substantially the form attached hereto as EXHIBIT B and to enter into an engagement letter with Waller Lansden Dortch & Davis, LLP to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as EXHIBIT C, and all actions heretofore taken by the officers of the City in that regard are hereby ratified and approved. Upon the request of the original purchaser of the Bonds, the Bonds may be issued as a single term bond with mandatory redemption requirements consistent with this resolution.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be applied as follows:

(a) An amount sufficient, together with such other City funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Bonds shall be applied to the refunding thereof by depositing such funds with an escrow agent designated by the Mayor, which agent would hold and invest such funds under an escrow agreement until the Refunded Bonds can be redeemed, and/or paying such funds directly to the holders (or paying agent for the holders) of the Refunded Bonds. The city manager and City Recorder are authorized to enter into an escrow agreement in order to accomplish the purposes of this paragraph.

(b) The remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds.

Section 10. Redemption and Prepayment of the Refunded Bonds. The Mayor and the City Recorder, or either of them are hereby authorized and director to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of a publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds and any such action heretofore taken in connection therewith is hereby ratified and approved.

Section 11. Discharge and Satisfaction of Bonds. If the City shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the City shall also pay or cause to be paid all other sums payable hereunder by the City with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the City to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the City shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the City hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the City shall comply with applicable regulations adopted under said Section 148. The City further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in

accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the city manager the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the City are authorized and directed, on behalf of the City, to execute and deliver all such certificates and documents that may be required of the City in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the City and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 14. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 15. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on September 16, 2021.

City Manager

Attested:

City Recorder

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, the undersigned, certify that I am the duly qualified and acting City Recorder of City of Fairview, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the City held on September 16, 2021; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the City's General Obligation Refunding Bonds, Series 2021A.

WITNESS my official signature on , _____, 2021.

City Recorder

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 31-21



**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE,
ITEMS AND MATERIALS AS SURPLUS AND AUTHORIZING THEIR DISPOSAL.**

WHEREAS, the City of Fairview has in its custody several miscellaneous non-essential, non-duty and non-service firearms, and

WHEREAS, several of these firearms are being awarded to the city by the court of jurisdiction over the criminal case(s) in which the firearms are associated, and

WHEREAS, the city desires to safely dispose of non-essential, non-duty and non-service firearms in its custody and not otherwise required to maintain custody of, and

WHEREAS, the city desires to dispose of these weapons by either destroying them, responsibly disposing of them or trading them in for new police service weapons and equipment, and

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

The City of Fairview Board of Commissioners hereby resolves to and does authorize the responsible disposal, destruction or trade/transfer of non-essential, non-duty and non-service firearms in the city's custody, including but not limited to, the list below for which it has the authority to dispose of:

<u>WEAPON</u>	<u>SERIAL</u>
TAURUS .40	SVJ 90828
S&W 357 REV.	571-08361
TITAN .25 CAL	DE16300
.32 DERRINGER	093977
S&W .38	00563
SIG SAUER .9MM	AE21129
DAVIS DERRINGER .25	555014
S&W 9MM	RBV1636
S&W .38 REV.	395915
RUGER.357	571-29741
INTER ARMS .9MM	1797100
S&W .38 AIR	DBU5525
WITNESS .40	EA07909
BAYARD	57294
BROWNING 12GA	19747MZ121
BARRETTA T/C	DAR417886
REMINGTON .20 GA	CO36545U

STEVENS 12GA.	E849602
KBI .9 MM	PT016
KAHR .45	SD4417
IVER 12 GA.	RRFH
GLENFIELD .22	2441537
DAVIS.32	P068843
ROSSI .38 REV	AA202026
SAVAGE ARMS	NO SERIAL
RUSSIAN SHOTGUN	33718
REMINGTON .22	NO SERIAL
TAURUS R BULL	RB615038
RUGER.380	375-4141B
GLOCK 21	TPC001
WINCHESTER RIFLE	L1669806
UNK. MAKE SHOT GUN RUSTED	
UNK. MAKE SINGLE SHOT RUSTED	
DERRINGER .22	37570
S&W .38 REV.	CMN6645642
S&W .40	HEP7875
AK-47	PX5449-85
TAURUS REV.	AS52647
DODGE.38	166397
TAURUS.9MM	TG587015
S&W .38 SPEC	2D80413
S&W .38 SPECIAL	NO SERIAL
STEVENS.22 LONG	ST44854
GLENFIELD .22 LONG	
ROSSI .38 REV	W215861
HIGH POINT .9MM	P1782864
RUGER LCP	371160813
BERSA .380	411987
KELTEC 9MM	51356
TAURUS PT738	26595C
RUGAR .9MM	452-08663
S&W 9 MM	RBD6631
RUGER RG14	L655973
ROHM .38 REV	FF363756
SPRINGFIELD .9MM	S3917593
SIG SAUER .9MM	SP0175523
MOSSBERG .22 RIFLE	E1H3051936
HIGH STANDARD .22 REV.	1050884
CHARTER ARMS .38	961522
JENNINGS .22 AUTO	655882
GLOCK 23 .40 CAL	BFGD645
NEW ENGLAND .410	NG386319
NEW ENGLAND 20 GA.	NP200983
TAURUS .357 MAG	JZ23656
BOITO SHOTGUN	73788

ROHM .22 REV.
BERSA .9 MM
ROSSI .38 REV

610981
G34384
UK51033

Adopted this _____ day of _____, 2021.

Mayor

Attest:

City Recorder

Approved As To Form:

City Attorney