

CITY OF FAIRVIEW
BOARD OF COMMISSIONERS

SEPTEMBER 21, 2017

7:00 P.M.

AGENDA

- 1. Roll Call**
- 2. Call to order by Mayor Carroll**
 - A. Prayer and Pledge
- 3. Approval of the Agenda**
- 4. Public Hearing**
 - A. Item 11A
- 5. Citizen Comments (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).**
- 6. Awards and/or Recognitions**
- 7. Public Announcements**
- 8. Staff Comments**
- 9. Approval of the Minutes**
- 10. Consent Agenda Consisting of Items as Follows**
 - A. Minutes from the September 7, 2017 Board of Commissioners Meeting
 - B. Minutes from the September 7, 2017 Work Session
- 11. Old Business**
 - A. Second and Final Reading of Ordinance No. 2017-18, An Ordinance to Amend a PUD Previously Approved with Ordinance No. 948, with the Addition of Tax Map 22, Parcel 15.02, Consisting of 1.1 Acres, Located at 7716 Horn Tavern Road, and Tax Map 22, Parcel 15.01, Consisting of 1.40 Acres, Located at 7712 Horn Tavern Road, From a RS-40 (Low-Density Residential) Zoning District to a RS-15 PUD (Planned Unit Development Zoning District)
 - B. ADA Trail to Joann's Classroom - Crutcher
- 12. New Business**
 - A. Certificate of Compliance for Fairview Liquors and Fine Wines (new owner)
 - B. Resolution #19-17, A Resolution Calling for a Public Hearing on the Proposed Annexation of Territory into the City of Fairview by Owner Consent and Approving a Plan of Services (Snow Mangrum Rd)
 - C. Ordinance No. 2017-22, An Ordinance to Amend a Previously Approved (Ordinance No. 668) Mixed Use P.U.D. and Associated Preliminary Master Development Plan from 30 Lots to 47 Lots, Located on Highway 100, Tax Map 42, Parcel 46.01, Consisting of 8.68 Acres, Owned by Harold Crye
 - D. Ordinance No. 2017-23, An Ordinance to Amend the City of Fairview Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18, Parcel 047.27, Consisting of 6.97 Acres, Located at 0 Black Pine Road, from an IG (Industrial General) Zoning District to a RS-40 (Low-Density) Zoning District
 - E. Ordinance No. 2017-24, An Ordinance to Amend the City of Fairview Zoning Ordinance by Changing the Official Zoning Map for Tax Map 18, Parcel 047.09, Consisting of 3 Acres, Located at 0 Loblolly Pine Road, from an IG (Industrial General) Zoning District to a CG (Commercial General) Zoning District
 - F. Agency Funding Applications
 - G. Resolution #20-17, A Resolution of the City of Fairview, Tennessee, to Contract with Tennessee Valley Paving to Mill, Resurface and Stripe a Portion of King Road
 - H. Fire Pumper Proposal
- 13. City Manager Items for Discussion**
 - A. Miscellaneous Updates
 - B. City Attorney Comments
- 14. Communications from the Mayor and Commissioners**
- 15. Adjournment**

ORDINANCE #2017-18

11A

AN ORDINANCE TO AMEND A PUD PREVIOUSLY APPROVED WITH ORDINANCE NO. 948, WITH THE ADDITION OF TAX MAP 22, PARCEL 15.02, CONSISTING OF 1.1 ACRES, LOCATED AT 7716 HORN TAVERN ROAD, AND TAX MAP 22, PARCEL 15.01, CONSISTING OF 1.40 ACRES, LOCATED AT 7712 HORN TAVERN ROAD, FROM A RS-40 (LOW-DENSITY RESIDENTIAL) ZONING DISTRICT TO A RS-15 PUD (PLANNED UNIT DEVELOPMENT) ZONING DISTRICT.

WHEREAS, a request has been made by Duke & Duke, LLC, to rezone property located within the City of Fairview; and

WHEREAS, the City of Fairview Planning Commission, on June 13, 2017, made a favorable recommendation to the Board of Commissioners that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of Fairview, by changing the property identified as Tax Map 22, Parcel 15.02 and Tax Map 22, Parcel 15.02 from a RS-40 Zoning District to a RS-15 PUD Zoning District. This property consists of approximately 1.5 acres and is owned by Ronnie Pruitt, Jr., who has authorized the submittal of the application for the rezoning of this parcel, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance, to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of Fairview requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Published in the Fairview Observer on _____

1st Reading: August 17, 2017

2nd Reading: _____

Public Hearing Held: _____

Approved by the Board of Commissioners:

Patti Carroll, Mayor

ATTEST:

Brandy Johnson, City Recorder

APPROVED AS TO FORM:

City Attorney

City of Fairview

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

RECOMMENDATIONS

2017-7

DATE: JUNE 13, 2017

TO: FAIRVIEW BOARD OF COMMISSIONERS

FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION

7.1/7.2 DISCUSS AND/OR TAKE ACTION ON REZONING REQUEST FOR 7116 HORN TAVERN ROAD (TAX MAP 022, PARCEL 15.02), 1.08 ACRES AND OWNED BY RONNIE PRUITT, JR., AND 7112 HORN TAVERN ROAD (TAX MAP 022, PARCEL 15.01), 1.40 ACRES AND OWNED BY RONNIE PRUITT, JR., FROM AN RS-40 TO RS-15 RPUD.

Carroll made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Mitchell and all were in favor.

12 B

RESOLUTION 19-17

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY INTO THE CITY OF FAIRVIEW BY OWNER CONSENT AND APPROVING A PLAN OF SERVICES

Tax Map 047, Parcel 064.00
Snow Mangrum Road
Owner: Kimberly Macdonald

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 by owner consent; and

WHEREAS, a Plan of Services for the territory proposed for annexation by owner consent has been reviewed by the Fairview Planning Commission; and

WHEREAS, the governing body desires to conduct a public hearing on the proposed annexation and plan of services;

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

A. That a public hearing is hereby scheduled for 7:00 pm on October 19, 2017 at Fairview City Hall on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

Tax Map 47, Parcel 064.00 owned by Kimberly Macdonald

B. That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the Plan of Services, shall be promptly sent to the last known address listed in the office of the Williamson County 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.

C. That a copy of this Resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation 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.

D. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the Plan of Services shall be 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.

E. That written notice of the proposed annexation shall be sent to the affected school system as soon as possible, but in no event less than thirty (30) days before the public hearing.

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

Mayor

Date:

ATTEST: City Recorder

Approved as to Form and Legality this ____ day of _____, 20____

City Attorney

**PROPOSED PLAN OF SERVICES TO ACCOMPANY
RESOLUTION 19-17**

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

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

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

A. Police

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

B. Fire

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

C. Water

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

D. Sanitary Sewers

1. At present Sanitary Sewer Service is not available. If and when such service becomes available, the necessary intercepting and trunk sewers to serve the annexed area will be installed in accordance with current policies of the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. **The City of Fairview, Tennessee, does not provide this service.**

E. Refuse Collection

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

F. Streets

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

G. Schools

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

H. Inspection Services

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

I. Planning and Zoning

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

J. Street Lighting

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

K. Recreation

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

L. Miscellaneous

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

This Resolution Referred to City of Fairview, Tennessee, Municipal Planning Commission for recommendation by the Fairview, Tennessee, Board of Commissioners the ____ day of _____.

This Resolution Considered by the City of Fairview, Tennessee, Municipal Planning Commission this _____ day of _____, _____.

The Fairview, Tennessee, Municipal Planning Commission voted upon this Resolution as Follows:

Aye ___, Nay ___, Not voting ___.

This Resolution was returned to the City of Fairview, Tennessee, Board of Commissioners with a Recommendation from the City of Fairview, Tennessee, Municipal Planning Commission for Approval _____, Disapproval _____, No Recommendation _____.

City of Fairview, Tennessee, Municipal Planning Commission this the 10th day of October, 2017.

Chairman

ORDINANCE #2017-22

12C

AN ORDINANCE TO AMEND A PREVIOUSLY APPROVED (OR MIXED USE P.U.D. AND ASSOCIATED PRELIMINARY MASTER DEVELOPMENT PLAN FROM 30 LOTS TO 47 LOTS, LOCATED ON HIGHWAY 100, TAX MAP 42, PARCEL 46.01, CONSISTING OF 8.68 ACRES, OWNED BY HAROLD CRYE.

WHEREAS, a request has been made by Engineer Trustee Gary Martin of Martin Engineering and Surveying, to rezone property located within the City of Fairview; and

WHEREAS, the City of Fairview Planning Commission, on March 14, 2017, made a favorable recommendation to the Board of Commissioners that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of Fairview, by amending the previously approved Mixed-Use P.U.D. and associated Preliminary Master Development Plan (PMDP) identified as Tax Map 42, Parcel 46.01, for an increase in the total number of lots from 30 to 47. This property consists of approximately 8.68 acres and is owned by Harold Crye, who has authorized the submittal of the application for the rezoning of this parcel, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance, to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of Fairview requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Published in the Fairview Observer on _____

1st Reading: _____

2nd Reading: _____

Public Hearing Held: _____

Approved by the Board of Commissioners:

Patti Carroll, Mayor

ATTEST:

Brandy Johnson, City Recorder

APPROVED AS TO FORM:

City Attorney

City of Fairview

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

RECOMMENDATIONS

2017-2

DATE: MARCH 14, 2017

TO: FAIRVIEW BOARD OF COMMISSIONERS

FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION

- 8.2 DISCUSS AND/OR TAKE ACTION ON CRYE-LEIKE MIXED-USE DEVELOPMENT (FORMERLY AUDUBON COVE) PRELIMINARY PLAT MAP 42, PARCEL 46.01, 8.68 ACRES. HAROLD CRYE, OWNER
- Beata made a motion to send a recommendation for approval to the Board of Commissioners with City Staff Report, with adding street trees and some type of improved useable amenity of their choosing of the five they discussed (mini park or tot lot (playground) neighborhood park, recreational building, pedestrian open space system (trail system) specialized facilities (golf course, tennis courts, swimming pools) Would like to say those changes be made before goes to the BOC, so they could see the plan with the changes. Burks Seconded. All were in favor.

8.2 DISCUSS AND/OR TAKE ACTION ON CRYE-LEIKE MIXED-USE DEVELOPMENT (FORMERLY AUDUBON COVE) PRELIMINARY PLAT MAP 42, PARCEL 46.01, 8.68 ACRES. HAROLD CRYE, OWNER.

Gary Martin presents to answer questions. Beta read City Staff report, which will become part of these minutes. Exhibit A. Martin stated this is a project that was started years ago, originally approved for 30 lots, construction plans were approved as well, Owner wanted to change the plan, put a perimeter buffer of 20 feet go to a smaller lot, number, they actually reevaluated the storm water calculations have been able to eliminate the detention pond, same design, same road length, same water design, same sewer design, been approved by WADC. Martin stated they had actually paid for 30 lots in previous times, instead of having the 20 lot increment approval they will have 30 lots and the remaining 17, that's the way they phased it. The initial phase will be 30 lots; final phase will be 17 lots. They will have to revise construction plans; they will do that when it goes to the Board of Commissioners. Beata asked what the original zoning on this was. Owen stated he doesn't know what the original zoning, does know that on March 13, 2007 Planning Commission approved a positive recommendation for rezoning to the current RS-8/CG mixed used PUD. BOC approved on 2nd & final reading the actual rezoning, Ordinance # 668 on June 07, 2007. Mangrum stated just for clarification they are not rezoning they are just amending the PUD. Owen stated correct. Owen stated as they are aware Planned Overlay Districts the Master Plan that goes with those initial rezoning's, RPUD or Mixed Use PUD that Master Plan is a part of that actual rezoning action. Owen stated so with that initial Master Plan that was approved back in 2007 with the 30 lots, they are now proposing to increase, revise that Master Plan to show the 47 lots, that is why it is classified as a major amendment. Owen stated that are just considering the amendment, they are not necessarily opening up the entire plan again. Burks this is Crye-leike mixed use development, this is an amendment to previously overlay PUD designation. Correct. Burks asked Cantrell when they have a request to amend a previous PUD on a rezoning request, would they have to require all the same documentation we would under a normal rezoning request. Cantrell stated not dealing with a rezoning, just amending the ordinance, will have to go back to the BOC if the recommendation is to approve it. Cantrell stated the plan will have to be part of that ordinance. Burks asked was there a letter from the owner in the original documentation. Hall stated he would have to go back and look at those minutes. Hall stated if the letter is there in the files he will have at the BOC meeting. Cantrell stated if his agent was at the meeting, verbal would be fine. Cantrell stated or they could correct it now by a letter stating their agent can represent. Butler asked is there any plans for that commercial area in the front. Martin stated a commercial building, they were asked to separate the two projects. Burks stated with this being amended would this be brought up to the new recommendations. Carroll stated she thinks if they are making changes they should bring up to our new codes. Mangrum asked Owen what our current threshold? Owen stated 5% of the total area of the development is required to be open space. Burks asked Owen what items that would possibly be. Owen stated mini park or tot lot (playground) neighborhood park, recreational building, pedestrian open space system (trail system) specialized facilities (golf course, tennis courts, swimming pools) Martin stated he thinks they could address that, walking trail, has 3.7 acres, could put easily put in a walking trail, possibly a picnic trails. Butler stated could they get a list of any variances that may vary from the new subdivision regulations that would be on this plan. Martin stated he would have to have

Owen to help him out with that. Carroll stated she thinks if they are changing the plan they should have to bring up to current regulations. Burks stated he agrees or go with what was already approved. Owen stated to the best of his knowledge, what's before them tonight there is only two items that he believes would be considered not to be in compliance with the current regulations. Owen stated one is the street trees and the other is the improved recreational open space. Owen stated if those are items they desire to see in order for them to make a positive recommendation; he thinks they would be well in their right to make a positive recommendation contingent on those items being added to the plan before it goes to the BOC for 1st reading and consideration. Mangrum asked what percentage of open space is on this new design. Martin stated he believes it's quite a bit more than is required. Beata made a motion to send a recommendation for approval to the Board of Commissioners with City Staff Report, with adding street trees and some type of improved useable amenity of their choosing of the five they discussed (mini park or tot lot (playground) neighborhood park, recreational building, pedestrian open space system (trail system) specialized facilities (golf course, tennis courts, swimming pools) Would like to say those changes be made before goes to the BOC, so they could see the plan with the changes. Burks Seconded. All were in favor.

ORDINANCE #2017-23

12D

AN ORDINANCE TO AMEND THE CITY OF FAIRVIEW ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 18, PARCEL 047.27, CONSISTING OF 6.97 ACRES, LOCATED AT 0 BLACK PINE ROAD, FROM AN IG (INDUSTRIAL GENERAL) ZONING DISTRICT TO A RS-40 (LOW-DENSITY RESIDENTIAL) ZONING DISTRICT.

WHEREAS, a request has been made by Property Owners Jan K. and Casey T. Mangrum to rezone property located within the City of Fairview; and

WHEREAS, the City of Fairview Planning Commission, on September 12, 2017, made a favorable recommendation to the Board of Commissioners that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of Fairview, by changing the property identified as Tax Map 18, Parcel 047.27 from a IG Zoning District to a RS-40 Zoning District. This property consists of approximately 6.97 acres and is owned by Casey T. Mangrum and wife, Jan K. Mangrum who have authorized the submittal of application for the rezoning of this parcel, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance, to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of Fairview requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Published in the Fairview Observer on _____

Public Hearing Held: _____

1st Reading: _____

2nd Reading: _____

Approved by the Board of Commissioners:

Patti L. Carroll, Mayor

ATTEST:

Brandy Johnson, City Recorder

APPROVED AS TO FORM:

City Attorney

City of Fairview Planning Department

7100 City Center Way

Fairview, Tennessee 37062



Phone: 615-799-1572

Email: cityplanner@fairview-tn.org

RECOMMENDATIONS

2017-8

DATE: SEPTEMBER 13, 2017
TO: FAIRVIEW BOARD OF COMMISSIONERS
FROM: KRISTIN M. COSTANZO, CITY PLANNER
RE: FAIRVIEW MUNICIPAL PLANNING COMMISSION ACTION

- 7.1** Rezoning of Property, Requested by Kris Mangrum. Property located at the terminus of Black Pine Road and known as Part of Parcel 6, Evergreen Industrial Park (Tax Map 018, Parcel 47.27). 6.97 acres. Current zoning district: IG, Industrial General. Requested zoning district: RS-40, Single-Family Residential. Parcel owned by Kris Mangrum.

Daniel Jenkins made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Tim Mangrum, and all were in favor.

- 7.2** Rezoning of Property, Requested by Junae Ficken. Property located at the intersection of Highway 96 North and Loblolly Pine and known as Parcel 21, Evergreen Industrial Park (Tax Map 018, Parcel 47.09). 3.00 acres. Current zoning district: IG, Industrial General. Requested zoning district: CG, Commercial General. Parcel owned by Luke and Junae Ficken.

Patti Carroll made a motion to send a favorable recommendation to the Board of Commissioners, contingent upon the applicant bringing to the city planner a letter of consent signed by the other two parties, which was seconded by Tim Mangrum, and all were in favor.

7.3 Recommendation on a Proposed Plan of Services to Accompany Resolution 18-17, a Resolution Calling for a Public Hearing on the Proposed Annexation of Territory into the City of Fairview by Owner Consent and Approving a Plan of Services (7312 Taylor Road), Requested by Kenny Taylor.

Derek Burks made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Sam Cali, and all were in favor.

ORDINANCE #2017-24

12 E

AN ORDINANCE TO AMEND THE CITY OF FAIRVIEW ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 18, PARCEL 047.09, CONSISTING OF 3 ACRES, LOCATED AT 0 LOBLOLLY PINE ROAD, FROM AN IG (INDUSTRIAL GENERAL) ZONING DISTRICT TO A CG (COMMERCIAL GENERAL) ZONING DISTRICT.

WHEREAS, a request has been made by Property Owner Junae Ficken to rezone property located within the City of Fairview; and

WHEREAS, the City of Fairview Planning Commission, on September 12, 2017, made a favorable recommendation to the Board of Commissioners that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF FAIRVIEW BOARD OF COMMISSIONERS THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of Fairview, by changing the property identified as Tax Map 18, Parcel 0047.09 from a IG Zoning District to a CG Zoning District. This property consists of approximately 3 acres and is owned by Luke R. Ficken and wife, Junae B. Ficken, Jackie P. Ficken and wife, Susan L. Ficken, and Alan W. Killingsworth and wife, Patti L. Killingsworth, who have authorized the submittal of application for the rezoning of this parcel, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. BE IT FURTHER ORDAINED, that the Codes and Planning Department is hereby authorized and directed, upon approval of this Ordinance, to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of Fairview requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

Chairman

Date

Published in the Fairview Observer on _____

Public Hearing Held: _____

1st Reading: _____

2nd Reading: _____

Approved by the Board of Commissioners:

Patti L. Carroll, Mayor

ATTEST:

Brandy Johnson, City Recorder

APPROVED AS TO FORM:

City Attorney

City of Fairview Planning Department

7100 City Center Way

Fairview, Tennessee 37062



Phone: 615-799-1572

Email: cityplanner@fairview-tn.org

RECOMMENDATIONS

2017-8

DATE: SEPTEMBER 13, 2017
TO: FAIRVIEW BOARD OF COMMISSIONERS
FROM: KRISTIN M. COSTANZO, CITY PLANNER
RE: FAIRVIEW MUNICIPAL PLANNING COMMISSION ACTION

- 7.1 Rezoning of Property, Requested by Kris Mangrum. Property located at the terminus of Black Pine Road and known as Part of Parcel 6, Evergreen Industrial Park (Tax Map 018, Parcel 47.27). 6.97 acres. Current zoning district: IG, Industrial General. Requested zoning district: RS-40, Single-Family Residential. Parcel owned by Kris Mangrum.

Daniel Jenkins made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Tim Mangrum, and all were in favor.

- 7.2 Rezoning of Property, Requested by Junae Ficken. Property located at the intersection of Highway 96 North and Loblolly Pine and known as Parcel 21, Evergreen Industrial Park (Tax Map 018, Parcel 47.09). 3.00 acres. Current zoning district: IG, Industrial General. Requested zoning district: CG, Commercial General. Parcel owned by Luke and Junae Ficken.

Patti Carroll made a motion to send a favorable recommendation to the Board of Commissioners, contingent upon the applicant bringing to the city planner a letter of consent signed by the other two parties, which was seconded by Tim Mangrum, and all were in favor.

7.3 Recommendation on a Proposed Plan of Services to Accompany Resolution 18-17, a Resolution Calling for a Public Hearing on the Proposed Annexation of Territory into the City of Fairview by Owner Consent and Approving a Plan of Services (7312 Taylor Road), Requested by Kenny Taylor.

Derek Burks made a motion to send a favorable recommendation to the Board of Commissioners, which was seconded by Sam Cali, and all were in favor.

CITY OF FAIRVIEW

AGENCY FUNDING REQUEST SUMMARY

LETTER	AGENCY	AMOUNT	USE
A	Fairview High Mens Basketball	\$5,000.00	New uniforms for 20 players
		\$1,400.00	Backpacks for players
B	Jobs for Tennessee Graduates	\$1,700.00	Jobs for American Graduates Leadership Academy in Washington, D.C.
C	GraceWorks West	\$11,000.00	food pantry (50 carts of food @ \$220 each)
D	Boys & Girls Clubs of Middle Tennessee	\$5,000.00	Program support - transportation from schools, healthy snacks, educational resources, technology and program supplies
E	Fairview Soccer Association	\$10,000.00	Repair drainage issues in preparation of field upgrades
F	Fairview Community Theater	\$7,653.00	Venue and extensive set for <i>Steel Magnolias</i> production
G	Mid-Cumberland Human Resource Agency	\$5,000.00	Meals on Wheels 113 meals
H	Fairview High School PA Band Committee	\$650.00	Gong
		\$1,500.00	Industrial Copier
		\$2,700.00	Euphonium
		\$4,000.00	Vibraphone & Field Frame
		\$1,000.00	Band Scaffolding
I	Fairview Historical Association, Inc.	\$5,000.00	donated log structure reconstructed at Historical Village in combination with other donated funds
J	The American Legion Post 0248	\$1,400.00	fund 2 boys to boys' state and 2 girls to girl's state
		\$2,600.00	fund first Veteran's Day parade, replace worn out equipment and to aid needy veterans in the area
K	Fairview Titans	\$33,000.00	new practice field (detailed breakdown on app)
L	United Way	\$3,200.00	four new laptops for Free Tax Prep program

12 F

12 G

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 20-17

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, AGREE TO CONTRACT WITH TENNESSEE VALLEY PAVING TO MILL, RESURFACE AND STRIPE A PORTION OF KING ROAD.

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, agree to contract with Tennessee Valley Paving to mill, resurface and stripe approximately 2,900 feet of King Road from Snow Mangrum Road to Henry Drive.

WHEREAS, Tennessee Valley Paving was the low bidder for this project coming in at \$72,245.

WHEREAS, this expenditure is budgeted in the approved 2017-2018 Fiscal Year City of Fairview budget as an expense under State Street Aid.

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

The City of Fairview, Tennessee, Board of Commissioners approve this bid and expenditure as detailed above.

Approved and adopted this _____ day of September, 2017.

Mayor

Attest:

City Recorder

APPROVED AS TO FORM:

City Attorney

BID PROPOSAL

12H

Fairview, City of
7100 City Center Way
Fairview, TN 37062



WE BUILD RESPECT.



610 W 4th St. Steeles, NE 57064 | P: 407.955.1121
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1000 W. 4th Street, NE, Atlanta, GA 30309
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8/7/2017

Fairview, City of
Fairview, City of
7100 City Center Way
Fairview, TN 37062

Dear City of Fairview,

We are pleased to offer the attached proposal package. We would like to thank you for the opportunity for allowing us to supply you with this information.

As you may already be aware, Smeal Fire apparatus Co. has been in business since 1964 developing, designing and manufacturing the highest quality aerials, platforms and pumper apparatus on the market today. We have a proven track record in many communities ranging from the small run volunteers to the high run large municipalities. Our apparatus are built with pride and integrity every day. Effective 1/1/17, Smeal Fire Apparatus Co. was acquired by Spartan Motors USA, Inc. Spartan is an industry leader in Emergency Response, and we expect the combined company to continue to meet and exceed your quality and service expectations.

We can assure that you will be pleased with not only the end product but the process involved from start to finish in the manufacturing of your apparatus.

Please call me at 336-250-2181 or e-mail me at chris@acfiretrucks.com if I can be of assistance.

Sincerely,

Atlantic Coast Fire Trucks

Chris Proctor



800.950.1000
SMEAL.COM

PROPOSAL



NJPA Vendor Number: 011714-SFA

Date: 8/7/2017

TO: Fairview, City of
7100 City Center Way, Fairview, TN 37062

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of award of bid, the following apparatus and equipment:

One (1) 1500 gallon per minute Pumper with 1000 gallon water tank on Spartan Metro Star Chassis

For the sum of: Four Hundred Twenty Six Thousand Dollars

Dollars \$ 426,000.00

All of which are to be built in accordance with the Smeal proposed specifications attached, and which are made a part of this proposal agreement, to deliver same 270-360 calendar days after date of receipt and approval of all submitted documents affiliated with order placement with Smeal Holding, LLC, properly executed, subject to all causes beyond our control.

The amount named in this proposal shall remain firm for a period of days from the date of same. State and local taxes, if any, are not included in the above figure. Any and all additional applicable taxes are to be paid by customer upon registration and licensing of vehicle. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance may delay delivery. It is understood by both the Buyer and the Seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).



SMEAL HOLDING, LLC
SMEAL.COM

PROPOSAL

NJPA AWARDED
CONTRACT
Contract 0011713-SEA

This Proposal Document, in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Proposal Document will be the date it is signed and accepted by the Seller.

Performance Bond Required:

☒ Performance Bond NOT required.

☐ Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.

All checks must be made payable to Smeal Holding, LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. Smeal Holding, LLC is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

Official ownership documents shall remain property of the seller until the purchase price is paid in full. Upon receipt of payment, ownership documents shall be forwarded to purchaser.

Respectfully submitted,

We agree to accept the above proposal:

X _____

X _____

SMEAL HOLDING, LLC

C/O: Atlantic Coast Fire Trucks

C/O: Chris Proctor

(Printed Name)

Date: _____ (mmddyy)

Date: _____ (mmddyy)



610 W. 30. City Rd, NE 85044 ; P 402.553.1224
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SALES CONTRACT (Standard)

This Sales Contract is made and entered into by and between Smeal Holding, LLC (Smeal), a wholly owned subsidiary of Spartan Motors USA, Inc., Seller and Fairview, City of, Buyer.

PRODUCT DESCRIPTION:

One (1) 1500 gallon per minute Pumper with 1000 gallon water tank on Spartan Metro Star Chassis

PURCHASE. Buyer does hereby agree to purchase and accept delivery of the apparatus described in the Smeal Holding, LLC Proposal attached hereto, which is made a part hereof by this reference, upon the following terms and conditions:

1. **ACCEPTANCE.** This Sales Contract shall become a contract and a binding obligation only when accepted by the Seller as provided in paragraph 9 hereof.
2. **COMPLETION.** The Smeal supplied apparatus and equipment, excluding dealership supplied equipment, covered by this contract will be completed within approximately 270-360 calendar days after written acceptance of this Sales Contract by the Seller, or as soon thereafter as is consistent with good workmanship and subject to any and all delays resulting from causes beyond the control of Seller, and contingencies set out in paragraph 11 hereof. It is understood by both the Seller and the Buyer that *Change Orders* executed after contract acceptance will delay delivery.
3. **SPECIFICATIONS.** The attached Smeal Proposal, shall control the construction of the apparatus and be binding upon both Buyer and Seller, notwithstanding any other specifications or proposals whether written or oral heretofore supplied, considered or discussed. If there is any conflict between Buyer's specifications and the attached Proposal, the attached Proposal and specifications will control and prevail.
4. **WARRANTY.** The attached warranty or warranties shall apply to this agreement:

(Copies may be attached.)

5. **PERFORMANCE BOND.** The following bonding provisions are applicable:

 X Performance Bond NOT required.

 Performance Bond Required - Performance Bond (Surety Bond) will cover a one year warranty period only and will not cover extended warranties offered by seller or other component manufacturer.



630 W 47th St, Denver, CO 80221 | Phone: 303.733.1224
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SALES CONTRACT (Standard)

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT ARISE BY OPERATION OF LAW, COURSE OF TRADE, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

6. LIMITATION OF REMEDIES. In no event shall Seller be liable for special, incidental, or consequential damages nor for any damages which exceed the purchase price of the apparatus.

7. PRICE. Buyer agrees to pay for the apparatus described herein the total sum of:

Four Hundred Twenty Six Thousand Dollars

Dollars \$ 426,000.00

State and local sales taxes, if any, are not included in the purchase price. It is understood by both the buyer and the seller that *Change Orders* executed after contract acceptance may increase or decrease the price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, Underwriters Laboratories of Canada, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).

Acceptance of Apparatus and Equipment shall occur immediately after completion of a final inspection by a representative of Customer at a factory location of Smeal, completion of any discrepancy list, and shipment of Apparatus and Equipment from Smeal's factory location. Upon completion of the final inspection and related discrepancy list, the Apparatus and Equipment shall be conclusively determined to be in full compliance with the terms of this Contract, including without limitation the Original Specifications.

8. PAYMENT. The purchase price shall be paid in the following manner:

All checks must be made payable to Smeal Holding, LLC only and delivered to Seller at its offices. Under no circumstances shall payment be made to a dealer or any one else as



120 W 4th St, Chrysler, NE 68304 (P-407) 259-0274
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SALES CONTRACT (Standard)

Seller's agent, Smeal Holding, LLC is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

9. SELLER'S REPRESENTATIONS. All representations made and/or actions taken by a dealer or agent either before or after execution of this Sales Contract are not binding on the Seller. This Sales Contract in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Sales Contract will be the date it is signed and accepted by the Seller.

10. BUYER'S REPRESENTATIONS. Buyer is a municipality, and has the power and authority to enter into this Sales Contract and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Buyer and is the valid, enforceable and binding obligation of Buyer; and Buyer represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Sales Contract. Buyer represents that the individuals listed below have authority to sign all documents including but not limited to, all *Change Orders* on behalf of Buyer.

11. DELAY ON PERFORMANCE. Seller's Performance under this Sales Contract is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

12. TESTING. In the event Buyer wishes to test the apparatus, such test shall be made within ten (10) days after arrival of the apparatus at its destination. A written report of any and all tests shall be promptly forwarded to Seller. If Buyer fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.

13. TITLE. All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/or considered as rental for the use of the apparatus up to date of taking possession.

14. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Sales Contract:



3100 W. 47th St., Suite 100, Lincoln, NE 68504-1224
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SALES CONTRACT (Standard)

14.1 Entire Agreement. This Sales Contract, and the specifications and warranty attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Sales Contract shall be binding upon either Seller or Buyer unless reduced to writing and signed by them.

14.2 Severability. If any term, covenant or condition of this Sales Contract, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Sales Contract or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Sales Contract shall be valid and enforceable to the fullest extent permitted by law.

14.3 Binding Effect. This Sales Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

IN WITNESS WHEREOF, this Sales Contract has been duly executed by the parties hereto on the date set forth opposite their name.



210 W 47th St. Norfolk, NE 68701 P 402.666.1224
SMEAL.COM

SALES CONTRACT (Standard)

To be completed by the Authorized Smeal Distributor

By: x _____
Atlantic Coast Fire Trucks
Chris Proctor

Date: ____/____/____

Mailing Address of customer: Fairview, City of
7100 City Center Way
Fairview, TN 37062



310 W 4th St. Leptot, NE 68864 | P-402-453.2224
SMEAL.COM

SALES CONTRACT (Standard)

To be completed by the Purchasing Entity

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Printed Name: _____ Title: _____

Signature: _____ Date: ____/____/____

Attests: _____ Date: ____/____/____



310 W 47th St, Suite 204, New York, NY 10036-4724
SMEAL.COM

SALES CONTRACT (Standard)

To be completed by Smeal Holding, LLC

By: _____ Date of Acceptance: ____/____/____

Smeal Holding, LLC

Attests: _____ Date: ____/____/____

FOR IMMEDIATE RELEASE

NJPA Contract Award Announcement

202 12th Street NE

P.O. Box 219

Staples, MN 56479



Vendor Awarded NJPA National Contract for Fire Trucks and Fire Apparatus with Related Accessories and Supplies.

NJPA contracts #011714 were recently awarded by the NJPA Board of Directors under the category of "Fire Trucks". NJPA contracts are nationally solicited, competitively bid and awarded on behalf of NJPA current and potential government and education member agencies.

Staples, MN (April 23, 2014) – National Joint Powers Alliance (NJPA) is pleased to announce the awarding of Smeal Fire Apparatus, a contract for "Fire Trucks and Fire Apparatus with Related Accessories and Supplies". The contract was approved by the NJPA Board of Directors on April 10, 2014, and is available nationally to NJPA Members.

"This new and exciting partnership between the Smeal Fire Apparatus Co. and the National Joint Powers Alliance will provide customers with the best valued, longest lasting, and highest quality firefighting apparatus available" noted Mark Denniston Huber, President of Smeal Fire Apparatus. Smeal is an expert in anticipating the needs and fulfilling the expectations of customers regardless of size and complexities. Let Smeal Fire Apparatus Co. build your custom apparatus today.

About Vendor:

Smeal Fire Apparatus Co. is a major contributor in the fire and rescue industry and has thousands of trucks and aerial ladders protecting lives and property throughout North America. The Smeal products in service across the continent are built with pride and integrity in the heartland of America. Their tagline "We Build Respect." reflects their role as a "builder" and subtly conveys their rock-solid reputation for quality and integrity at every step in the government customer relationship. It denotes an earned respect for both Smeal and the organizations that buy Smeal products. We are looking forward to this new relationship with NJPA and its vendors.

About NJPA:

The National Joint Powers Alliance® (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 45,000 Member agencies enjoy the value and commitment of the world-class NJPA awarded Vendors. Go to www.njpacoop.org to join NJPA at no cost, obligation or liability. Learn more about the now over 150 contract solutions available to our Member Agencies.

Contact: Tom Perttula, Contract Manager | 218-895-4115 | tom.perttula@njpacoop.org



CHASSIS: SPARTAN METRO STAR MFD 10' RR
ENGINE: CUMMINS L9 450 HP
TRANSMISSION: ALLISON 3000 EYS
AXLES: F 20,000 LB / R 27,000 LB
MODEL: LEGEND PUMPER
WATER/FOAM: 1000 GALLONS / 20 GALLONS
PUMP: WATEROUS CWS 1500 GPM
FOAM SYSTEM: FOAMPRO 1600
GENERATOR: N/A

DOOR FRAMED OPENINGS	
COMPARTMENT	DOOR FRAMED OPENING
L1	44.25-W X 68.0-H
L2	68.0-W X 43.0-H
L3	44.25-W X 68.0-H
R1	44.25-W X 68.0-H
R2	68.0-W X 43.0-H
R3	44.25-W X 68.0-H
B1	36.0-W X 37.25-H

SPECIAL NOTES:

- HOSE CAPACITY
300 FT. OF 1.5 INCH
1000 PSI. OF 1.5 INCH
- LADDER PACKAGE
(1) DIS-SAFETY IN FT. 3.000, 600A
(1) DIS-SAFETY IN FT. 3000, 750A
(1) DIS-SAFETY IN FT. 4000, 500A

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE TRUCK. IT IS NOT A CONTRACT. THE SPECIFICATION SHALL BE THE WRITTEN SPECIFICATION. PLEASE ADVISE YOUR DEALER TO ASSURE THAT THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FIRE TRUCK. THE WRITTEN SPECIFICATION, NOT THE DRAWING, SHALL BE THE BASIS FOR THE TRUCK. YOUR NEEDS ARE MET.

CUSTOMER

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPARTAN. ANY REPRODUCTION OR TRANSMISSION OF THIS INFORMATION IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF SPARTAN, IS PROHIBITED. SPARTAN MOTOR, INC. IS A DIVISION OF SPARTAN CORPORATION.

1	07/20/17	NEW FILES	M.G.H.
0	08/21/17	INITIAL PROPOSAL	M.G.H.
REV.	DATE	DESCRIPTION	NAME

SCALE: NOT TO SCALE

CUSTOMER: FAIRVIEW FIRE DEPT

TRUCK NUMBER: 000000
DEALER: ATLANTIC COAST FIRE TRUCKS

