

RESOLUTION 55-23

10.A.

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

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

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

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

WHEREAS, City Staff recommends approval of the proposed locations.

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

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

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

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

ADDRESS OF OWNER:	SEND TAX BILLS TO:	MAP AND PARCEL NO.:
Northwest Cove LLC PO Box 764 Fairview, TN 37062	Same	Portion of Map 21 Parcel 21.03

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

GRANT OF SEWER LINE AND UTILITIES EASEMENT

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

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

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

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

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

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

GRANTOR:

City of Fairview

By: _____

Name: _____

Title: Mayor

GRANTEE:

Northwest Cove, LLC
a Tennessee limited liability company

By: _____

Tony Cavender

Title: President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

Witness my hand this ____ day of August , 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

Witness my hand this ____ day of August, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

AFFIANT

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

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

GRANT OF SEWER LINE AND UTILITIES EASEMENT

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

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

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

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

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

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

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

GRANTOR:

City of Fairview

By: _____

Name: _____

Title: Mayor

GRANTEE:

Northwest Cove, LLC
a Tennessee limited liability company

By: _____

Tony Cavender

Title: President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

Witness my hand this _____ day of August , 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

Witness my hand this ____ day of August, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

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

AFFIANT

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

NOTARY PUBLIC

My Commission Expires: _____

10.B.

RESOLUTION 56-23

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

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

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

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

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

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

- 1. _____
- 2. _____
- 3. _____

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

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney



RESOLUTION 58-23

A RESOLUTION AWARDING THE BID TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, TENNESSEE VALLEY PAVING COMPNAY, INC. FOR THE RESURFACING PROJECT FOR THE PARKING LOT AT VETERANS MEMORIAL PARK.

WHEREAS, the City of Fairview recently solicited bids for the resurfacing of the parking lot at Veterans Memorial Park within the corporate limits of the City of Fairview; and

WHEREAS, the city publicly advertised for bids with a bid opening date on August 23, 2023; and

WHEREAS, Tennessee Valley Paving Company, Inc., was the lowest responsive and responsible bidder with a base bid of \$46,286.00.

NOW, THEREFORE BE IT RESOLVED the Board of Commissioners of the City of Fairview, Tennessee, accepts the bid submitted by Tennessee Valley Paving Company, Inc. in the amount of \$46,286.00 and hereby authorizes the resurfacing of Veterans Memorial Park Parking Lot, 7106 Black Pine Rd.

Approved and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

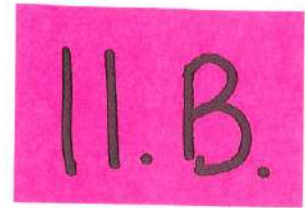
ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 59-23



A RESOLUTION AWARDING THE BID TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, KINGDOM COME CONCRETE, FOR THE INSTALLATION OF A CONCRETE PAD AT FAIRVIEW FIRE STATION 31.

WHEREAS, the City of Fairview recently solicited bids for the installation of a concrete pad at Fairview Fire Station 31 within the corporate limits of the City of Fairview; and

WHEREAS, the city publicly advertised for bids with a bid opening date on September 1, 2023; and

WHEREAS, Kingdom Come Concrete was the lowest responsive and responsible bidder with a base bid of \$42,100.00.

NOW, THEREFORE BE IT RESOLVED the Board of Commissioners of the City of Fairview, Tennessee, accepts the bid submitted by Kingdom Come Concrete in the amount of \$42,100.00 and hereby authorizes the installation of a concrete pad at Fairview Fire Station 31, 7131 Bowie Lake Rd.

Approved and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 60-23



A RESOLUTION AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO CALL UPON THE WILLIAMSON COUNTY ELECTION COMMISSION FOR THE PURPOSE OF SCHEDULING A SPECIAL ELECTION TO FILL A VACANCY.

WHEREAS, the resignation of former Commissioner Leslie Fischer-Street was accepted by the Fairview Board of Commissioners on September 7, 2023, by Resolution 57-23; and

WHEREAS, as a result of the resignation there is now a vacancy on the City of Fairview Board of Commissioners; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that Mayor and/or City Manager be authorized and directed to call upon the Williamson County Election Commission to schedule a special-election for the purpose of filling said vacancy in accordance with state law.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney



RESOLUTION 61-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW APPOINTING A PLANNING COMMISSION MEMBER TO THE FAIRVIEW WATER AND SEWER SUBCOMMITTEE ADVISORY PANEL

WHEREAS, in 2006, the City of Fairview’s (“Fairview”) water and sewer system was transferred to the Water Authority of Dixon County (the “Authority”) pursuant to an Interlocal Agreement dated on or about September 28, 2006; and

WHEREAS, the Interlocal Agreement between Fairview and the Authority effectuating the transfer of Fairview’s water and sewer system to the Authority provided for the creation of the Fairview Water and Sewer Subcommittee Advisory Panel consisting of three (3) persons, all serving *ex officio*: Fairview’s Mayor, Fairview’s City Manager and a member of Fairview’s Planning Commission as selected by Fairview’s Board of Commissioners; and

WHEREAS, the purpose of the Fairview Water and Sewer Subcommittee Advisory Panel is to act as a consulting and consumer advocacy body with respect to water and sewer service for Fairview residents receiving potable water or wastewater service from the Authority as well as for other purposes outlined in the referenced Interlocal Agreement; and

WHEREAS, the Interlocal Agreement further provides the Fairview Water and Sewer Subcommittee Advisory Panel shall be entitled to be heard at all meetings of the Authority’s board on such subjects as are relevant to the Authority’s customers and potential customers residing in Williamson County, Tennessee; and

WHEREAS, the Board of Commissioners deems it in the City’s best interest to appoint _____ of Fairview’s Planning Commission to the Fairview Water and Sewer Subcommittee Advisory Panel.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Commissioners of the City of Fairview appoint _____ of Fairview’s Planning Commission to serve on the Fairview Water and Sewer Subcommittee Advisory Panel.

Passed and adopted this _____ day of _____, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

The Treehouse Playground origin story

11.E.

Chris and Bill Grayson moved to Fairview in 1997, along with their five children. Chris took her kids to a playground in Fairview, and the only one she could find was a small one behind Fairview Elementary School. "A center for this community." One day, she saw an advertisement for a playground company called Leathers and Associates. She liked their philosophy of a community designed and built playground, and she thought it might work in Fairview.

It was a massive undertaking. The fundraising goal was \$150,000, from a town of 5,000. The volunteer goal of 2,500 people was even more daunting. Grayson recruited committee coordinators. The Children's Committee made posters and collected pennies. The fundraising committee visited businesses, held events, sold t-shirts, Christmas cards, bricks, and fence rails. The food committee prepared to feed the volunteer builders, and the childcare committee prepared to watch their children. The tools committee borrowed tools to be used during the build.



There was a "Name the Playground" contest at the elementary school. The children chose to call it Treehouse Playground. Design Day was November 7, 1997. A Leathers architect met with school children to answer the question, "What do you want in your playground?" the day ended with a spaghetti dinner and a presentation of the architect's sketch of the Treehouse Playground. Building Days were April 14 to 18, 1998. The Leathers and Associates architects oversaw the volunteer builders. Everyone helped. Skilled workers did the measuring and cutting, while others helped put the pieces together. Older children

sanded rough edges. The food committee fed everyone, and the child care committee oversaw the younger children in jobs such as washing tires and soaping screws. "It was high energy," said Grayson. "People did not want to go home. They stayed way past their shift. It gives me goosebumps remembering what a tremendous effort, and just—pride in our community."

The original Treehouse Playground was a much beloved addition to the Fairview community. Unfortunately it was made mostly of wood, which does not hold up well in Tennessee's moist climate. In spite of the park staff's efforts at maintenance, it gradually deteriorated. The playground company said a wooden playground's life expectancy was 20 years. The Treehouse Playground lasted 21. By July of 2019, it had become a safety hazard, and had to be removed.

It was heartbreaking to see such a beautiful playground come down. It was sad to see the empty spot it left in the park and in the community. Undaunted, the community vowed to rebuild. The City's Parks and Landscaping Committee formed a playground sub-committee to design the next playground. They conducted surveys to find out what people wanted in the next playground. They had school children vote on a name. The overwhelming favorite was Treehouse Playground. They decided to use equipment made of more durable materials, and carefully checked the warranties. And they fundraised. They visited businesses, held events, and sold T shirts, ball caps, yard signs, and fence rails. In the end, the City of Fairview was able to fund the lion's share of the cost. The result is the new Treehouse Playground, built in 2022.

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Special thanks to our largest sponsor:

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American Legion Post #248

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Pro-Kids Daycare & Learning Center, Inc	The Schlinsog Family
Tennessee Toddlers	Senior Elite Services of Fairview
Jeff & Sherry Wright	Members of the Fairview Then & Now Community Facebook Group
Eva Harris	Hall's Auto Service & Repair
M.J. & Son Wrecker Service	Food Saver
Meseck Family Chiropractic	
Varden's Body Shop	
Gary Wild Farm Bureau Insurance	

