

CITY OF FAIRVIEW
BOARD OF COMMISSIONERS
NOVEMBER 5, 2015
7:00 P.M.
AGENDA

1. **Call to order by Mayor Carroll**
 - A. Prayer and Pledge
2. **Approval of the Agenda –**
3. **Citizen Comments – (Limited to the first 5 citizens to sign in and a limit of 3 minutes each).**
4. **Awards and/or Recognitions –**
5. **Public Announcements –**
6. **Staff Comments –**
7. **Approval of the Minutes – (only needed if removed from consent agenda)**
8. **Consent Agenda Consisting of Items as Follows:**
 - A. Approval of the Minutes from the October 15, 2015 Board of Commissioners Public Hearing
 - B. Approval of the Minutes from the October 15, 2015 Board of Commissioners meeting
 - C. Second and Final Reading of Bill #2015-37 Ordinance No.902, An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2015-2016 Budget (Facilities)
 - D. Second and Final Reading of Bill #2015-38, Ordinance No. 903, An Ordinance to Amend City of Fairview, Tennessee, Municipal Ordinance 784, Passed May 3, 2012 by Amending Said Ordinance as it Applies to Title 12, Chapter 5, Section 12-501, Energy Conservation Code Adopted. The Remainder of Ordinance 784 Shall Remain as Passed May 3, 2012
9. **Old Business**
 - A. Discuss and/or Take Action on Employee Health Insurance Benefits – Bissell
 - B. Discuss and/or Take Action on Approval of Bid for Maintenance Building - Johnson
 - C. Second and Final Reading of Bill #2015-39, Ordinance No.904 , An Ordinance for an Amendment to the City of Fairview, Tennessee, Budget for Fiscal Year 2015-2016 Budget (Maintenance Building) - Johnson
10. **New Business**
 - A. Discuss and/or Take Action on Resolution No. 34-15, A Resolution of the Governing Body of the City of Fairview, Tennessee, Authorizing the Issuance, Sale, and Payment of Short Term General Obligation Notes Not to Exceed \$349,384.00 - Bissell
 - B. Discuss and/or Take Action on Bill #2015-40, Ordinance No. 905, An Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Code, Article XV, Section 15-102, "Role of the Planning Commission" - Sutton
 - C. Discuss and/or Take Action on Bill #2015-41, Ordinance No. 906, An Ordinance to Amend City of Fairview, Tennessee, Municipal Zoning Code, Article SV, Section 15-103, "Design Review Manual" - Sutton
 - D. Discuss and/or Take Action on an Application for Rezoning Property off Tiger Trail from RS-40 (Residential) to R-20 PUD Overlay (Residential/Planned Unit Development) at Map 042, Parcel 28.00, 15.49 Acres, Owner: Benny Sullivan - Sutton
 - E. Discuss and/or Take Action on Uniforms for Fairview High School Marching Band – Sutton

- F. Discuss and/or Take Action on Re-bidding Deer Ridge Property - Hall
- G. Discuss and/or Take Action on Replacing Police Department Personnel - Hall
- H. Discuss and/or Take Action on Open Gov Contract Renewal – Crutcher
- I. Discuss and/or Take Action on Confirmation of Park Board Appointment from Planning Commission - Sutton
- J. Discuss and/or Take Action on Renaming Bowie Nature Park Trail in Honor of John and Gerry Stark – Hall

11. City Manager Items for Discussion –

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

12. Communications from the Mayor and Commissioners –

13. Adjournment.



Bill # 2015-37

ORDINANCE NO. 902

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

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Budget for Fiscal Year 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) should be amended to reflect the final expenditures for the Fiscal Year, and:

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2015 – 2016 budget by passage of Ordinance Number 891 on June 18, 2015, and

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

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

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

Section 1. Ordinance 891 is hereby amended to appropriate \$30,000 from the Facilities Fund balance for maintenance for City Hall (AC/Heating-ceiling tile, carpet replacement-possible mold treatment \$11,000; Geothermal pump replacement \$5,000; Wiring for new phone system \$5,000

Facilities Fund

Appropriate from			
Account #	Current Balance	Transfer Amount	New Balance
300-11210	\$111,022.40	\$ 21,000.00	\$90,022.40
Expenditures			
Account #	Current Budget	Amendment Amt	New Budget Amt
300-41000-266	\$0.00	\$21,000.00	\$21,000.00

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

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction; such holding will not affect any other portion of this Ordinance.

BE IT FINALLY ORDAINED, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading

October 15, 2015

Passed Second Reading

8D

Bill # 2015-38

ORDINANCE NO. 903

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ORDINANCE 784, PASSED MAY 3, 2012 BY AMENDING SAID ORDINANCE AS IT APPLIES TO TITLE 12, CHAPTER 5, SECTION 12-501, ENERGY CONSERVATION CODE ADOPTED. THE REMAINDER OF ORDINANCE 784 SHALL REMAIN AS PASSED MAY 3, 2012.

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Municipal Code of the City of Fairview, Tennessee as amended by Ordinance 784, passed May 3, 2012 should be revised and that the best interest and welfare of all the citizens of the City of Fairview, Tennessee, will be served by amending the Fairview, Tennessee, Municipal Code, Title 12, Chapters 5, section 12-501, Energy conservation code adopted as follows:

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

Fairview, Tennessee Municipal Code, Title 12, Chapter 5, Section 12-501, "Energy Conservation Code adopted." As amended by Ordinance 784 passed, May 3, 2012 is amended to read as follows:

12-501. Energy conservation code adopted. Pursuant to authority granted by Tennessee Code Annotated, §§6-54-501 through 6-54-506, and for the purpose of regulating the design of buildings for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, water heating and illumination systems and equipment which will enable the effective use of energy in new building construction, the International Energy Conservation Code, 2009 edition, and all subsequent amendments or additions to said code as prepared and adopted by the International Code Council, are hereby adopted and incorporated by reference into this Ordinance as fully as if herein copied verbatim hereinafter referred to as the energy code.

The hereto fore referenced International Energy Conservation Code, 2009 edition is hereby adopted without Section 403.2.2, Paragraphs 1 and 2 the City of Fairview, Tennessee electing to opt out of the provisions of those two Paragraphs and those two Paragraphs only of the energy code shall not be enforced by the city of Fairview, Tennessee. The provisions of the energy code which will not be enforced by the City of Fairview, Tennessee are as follows:

2009 International Energy Conservation Code;

Section 403.2.2 Paragraph 1

1. Post construction test: Leakage to outdoors shall be less than or equal to 8cfm (226.5 L/min) per 100 ft² (9.29 m²) of conditioned floor area or a total leakage less than or equal to 12cfm (12 L/min) per 100ft² (9.29 m²) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.

2. Rough-in test: Total leakage shall be less than or equal to cfm (169.9 L/min) per 100 ft² (9.29 m²) of conditioned floor area when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the roughed in system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 4 cfm (113.3 L/min) per 100 ft² (9.29 m²) of conditioned floor area.

One (1) copy of the energy code shall be kept on file in the office of the city recorder for the use and inspection of the public.

The remaining sections of Fairview, Tennessee Municipal Ordinance 784 shall remain as previously enacted unchanged

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction, such holding will not affect any other portion of this Ordinance.

BE IT FINALLY ORDAINED, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading October 13, 2015

Passed Second Reading _____

9A

Surrounding Communities Post Employment Health Benefits

1. **Nolensville** – No Post Employment Health Benefits offered.
2. **Spring Hill** – No Post Employment Health Benefits offered.
3. **Franklin**
 - a. 20 years service / age 62 | Coverage as if employed to 65
 - b. 25 years service / under age 61 | Coverage under least expensive option (Pay full premium less specified city contribution)
 - c. 30 years service / under age 54 | Coverage under least expensive option (Pay full premium less specified city contribution)

No benefits after 65
Spreadsheet attached
4. **Brentwood**
 - a. 20 years service / age 55 | Coverage as if employed to 65
No benefits after age 65
5. **Kingston Springs** – No Post Employment Health Benefits offered.
6. **Williamson County**
 - a. 10 years service / age 55 | Coverage as if employed to 65
 - b. 30 years service / no age requirement | Coverage as if employed to 65

No Post Employment Health Benefits offered to employees hired after 7/1/2009
Offers Medicare Supplement Benefits
Policy and spreadsheets attached

City of Franklin
Insurance Eligibility for Retirees 2015

Years of Service	Age	Eligibility	Insurance Option & Coverage	Retiree Pays	City Pays	Total Cost
5 - 19	55 - 64	No insurance except COBRA continuation option			0.00	
5 - 19	65+	Not eligible for insurance			0.00	
20 - 24	55 - 61	No insurance except COBRA continuation option			0.00	
20 - 24	62 - 64	Eligible for insurance at employee rate	Opt. I - Single	82.34	466.60	548.94
			Opt. I - Family	295.24	1,180.98	1,476.22
			Opt. II - Single	67.69	383.55	451.24
			Opt. II - Family	242.71	970.85	1,213.56
20 - 24	65+	Not eligible for insurance			0.00	
25 - 29	61 and under	Eligible for insurance under Option II plan only at full rate less \$200.00/month for single coverage or \$500.00/month for family coverage	Opt. II - Single	251.24	200.00	451.24
			Opt. II - Family	713.56	500.00	1,213.56
25 - 29	62 - 64	Eligible for insurance at employee rate	Opt. I - Single	82.34	466.60	548.94
			Opt. I - Family	295.24	1,180.98	1,476.22
			Opt. II - Single	67.69	383.55	451.24
			Opt. II - Family	242.71	970.85	1,213.56
25 - 29	65+	Not eligible for insurance			0.00	
30+	54 and under	Eligible for insurance under Option II plan only at full rate less \$200.00/month for single coverage or \$500.00/month for family coverage	Opt. II - Single	251.24	200.00	451.24
			Opt. II - Family	713.56	500.00	1,213.56
30+	55 - 61	(1) Eligible for insurance under Option I plan at full rate less \$207.75/month for single coverage or \$535.50/month for family coverage, OR (2) Eligible for insurance under Option II plan at full rate less \$125.00/month for single coverage or \$275.00/month for family coverage Sunset plan	(1) Opt. I - Single	341.19	207.75	541.00
			(1) Opt. I - Family	940.72	535.50	1,240.54
			(2) Opt. II - Single	146.41	125.00	271.41
			(2) Opt. II - Family	450.19	275.00	725.19
30+	62 - 64	Eligible for insurance at employee rate	Opt. I - Single	82.34	466.60	548.94
			Opt. I - Family	295.24	1,180.98	1,476.22
			Opt. II - Single	67.69	383.55	451.24
			Opt. II - Family	242.71	970.85	1,213.56
30+	65+	Not eligible for insurance			0.00	



Continuing Medical Benefits at Retirement

Williamson County and the Board of Education employees, with a hire date *prior* to July 1, 2009, are able to continue medical, dental, prescription, vision and life benefits at retirement *if they meet eligibility requirements*. All employees with a hire date of July 1, 2009 or after will have no continuation of benefits at retirement.

Eligibility Requirements

To be eligible for continuation of retiree medical, dental, prescription, vision and life benefits the following must apply:

1. Employee must have a hire date prior to July 1, 2009.
2. Employee and/or dependents coverage must have been in effect a minimum of one (1) year prior to retirement.
3. Employee must have 10 continuous years of full-time service with Williamson County Government or the Board of Education *and* be age 55 on his/her date of retirement (*or*) the Employee must have 30 continuous years of full-time service with Williamson County Government or the Board of Education and will be allowed continuation of coverage at retirement regardless of age. Leave of absences that occur during this period will be handled in accordance with state and federal laws.

It should be noted that meeting the requirements for pension benefits under the Tennessee Consolidated Retirement System does not ensure eligibility for a continuation of medical benefits for retired employees of Williamson County Government or the Board of Education.

Should the wording or lack of wording in this policy lead to conflict or disagreement, decisions by the Benefits Department will be based on the intent of the Williamson County Commission and the Board of Education and normal and accepted practices and procedures.

How Do I apply for continuation of coverage?

Upon notification of retirement, by you, to the Human Resource Department for Williamson County or the Board of Education, the Benefits Department will receive a Notification of Retirement Form regarding your upcoming retirement. This form will have all the pertinent information regarding your employment history with Williamson County Government or the Board of Education.

Enrollment

Once approval for continuation of medical benefits has been determined, the retiree will receive a Retirement Summary and Election Form. *The retiree will have 31 days from the date of the Retirement Summary and Election Form to complete and return the form to the Benefits Department for continuation of coverage.* Failure to do so will result in loss of eligibility and coverage except as required under COBRA guidelines.

Retiring employees have the option to continue only those benefits they were enrolled immediately prior to retirement.

A retired employee may change from dependent coverage to individual coverage or decline coverage at retirement. However, he/she may not change to dependent coverage once individual coverage has been selected. Once coverage has been dropped you cannot re-enroll.

Retired employees who become eligible for group medical insurance due to accepting employment with another employer will be provided secondary coverage under Williamson County Government and the Board of Education's plan. The new employer's insurance will be considered primary on all medical claims. Retired employees who are eligible for medical coverage through a spouse's employment are not subject to this restriction. Williamson County and the Board of Education's plan will continue to be their primary coverage and their spouse's plan will be their secondary coverage.

Those retirees that have accepted continuation of medical benefits will not forfeit their continuation of medical benefits by returning to service with Williamson County Government or the Board of Education as a full-time employee or County Official. Those individuals will be eligible for the same coverage they had at the time of their original retirement once they have completed their active service.

Retirees who continue medical benefits with Williamson County Government or the Board Education *will be enrolled in the same insurance plan that they had while actively employed.* The only exception would be if the retiree and/or their spouse are Medicare eligible at the time of retirement. See Medicare requirements below.

Retirees and/or retiree spouses (if enrolled in medical) must enroll in Medicare Part A & B at the time they are eligible. Medicare typically & automatically will enroll eligible enrollees in Part A & B about 3 months before their 65th birthday *if they are drawing Social Security.* Retirees and/or retiree spouses are required to give a copy of their Medicare card to the Williamson County Benefits Department. Failure to enroll in Medicare Parts A & B risks being disqualified for continued medical benefits under the Williamson County and the Board of Education plan and claims will not be paid by Williamson County. If you are retiring and you and/or your spouse are already age 65 or over, contact Medicare to let them know that you need to enroll in Medicare Part A & B. The phone number is 1-800-MEDICARE. Retirees and/or spouses will have a choice to enroll in either the HealthSpring HMO Medicare Advantage Plan *or* the Humana PPO Medicare Advantage Plan. You have the option to decline either of these programs, but if coverage is declined, you are no longer eligible for medical and prescription coverage under the Williamson County Retiree Program. You will not be allowed to re-enroll at a later time. Both the HealthSpring & Humana plans manage your Medicare A, B & Part D prescription coverage as well as your Williamson County Supplemental coverage. Medicare Part B premiums must still be paid to Social Security. They will in turn provide these funds to either HealthSpring or Humana to manage your Medicare A & B. The HealthSpring ID card *or* the Humana ID card is the only card you will show to the doctor, hospital or pharmacy.

Effective January 1, 2011, the Social Security Act was amended to establish an income related monthly adjustment amount under the Part D program (Part D-IRMAA). The Part D – IRMAA is an amount added to the monthly Part D premium for individuals whose modified adjusted gross income (MAGI) exceeds certain threshold amounts.

The Social Security Administration (SSA) determines which beneficiaries enrolled in the Medicare prescription drug program will be assessed the Part D-IRMAA.

If Your Yearly Income in 2012 was		You pay
File Individual Tax Return	File Joint Tax Return	
\$85,000 or less	\$170,000 or less	Your Plan Premium
above \$85,000 up to \$107,000	above \$170,000 up to \$214,000	\$12.10 + Your Plan Premium
above \$107,000 up to \$160,000	above \$214,000 up to \$320,000	\$31.10 + Your Plan Premium
above \$160,000 up to \$214,000	above \$320,000 up to \$428,000	\$50.20 + Your Plan Premium
above \$214,000	above \$428,000	\$69.30 + Your Plan Premium

Once SSA makes this determination, it will provide each identified beneficiary with a written notice that includes:

- the amount of the Part D-IRMAA
- what information was used by SSA to make the determination
- how to request a review of the Part D-IRMAA determination

In general, the Part D – IRMAA will be paid through premium withholding from monthly Social Security benefit payments. However, in cases where a beneficiary’s monthly benefit amount is not sufficient to pay the Part D – IRMAA or the individual is not receiving Social Security benefits, SSA will enter into agreements with CMS, the Office of Personnel Management (OPM), and the Railroad Retirement Board (RRB) to allow the respective Agencies to bill enrollees directly for the Part D -IRMAA.

Premiums

Williamson County Government and the Board of Education retirees are required to pay 20% of the premium cost for Medical and Dental coverage. Williamson County and the Board of Education will provide the remaining 80%, based upon availability of funding. For continuation of Vision and Life Insurance, the retiree will pay 100% of premium cost.

Retiree premiums are to be paid by monthly bank draft. A Bank Draft Authorization Form will be mailed with the Retirement Summary and Election Form. It is to be completed & returned to the Benefits Department with the Election Form. Payment shall remain current to the month of coverage. Failure to make timely payments of premiums could result in a loss of coverage. **Please note:** TCRS does **not** deduct premiums from your pension check.

Life Insurance

As an active employee, Williamson County Government and the Board of Education provided a group life insurance policy free of charge in the amount of \$40,000. You may continue this life insurance coverage at retirement. Retirees will pay 100% of the life insurance premiums and may only carry coverage in the amount of \$15,000 up to the age of 65. At age 65, the value of the policy and premiums will decrease 35%, and will continue to decrease 35% every 5 years thereafter. See table below:

At Retirement:

AGE	PREMIUM	VALUE
To Age 64	\$15.15	\$15,000
65-69	\$9.84	\$9,750
70-74	\$6.36	\$6,300
75-79	\$4.24	\$4,200
80+	\$2.73	\$2,700

If you are enrolled in any voluntary programs that (i.e., Supplemental Life, Aflac, Cancer, Major Illness, etc.) and you wish to continue them by converting to individual policies, please contact The Drury Group at 615-628-3377 or e-mail roxannes@drurygroup.com within 60 days of your last day of employment. Otherwise these policies will automatically terminate.

For further information regarding continuation of medical benefits at retirement, please contact **Laurie Gulan in the Benefits Department** at (615)591-8506, laurieg1@wcs.edu for Board of Education employees, laurieg@williamson-tn.org for Williamson County Government employees or visit the Williamson County Benefits Department website at www.williamson-tn.gov/mybenefits .

For information on your TCRS pension, contact them at (615)741-1971 or www.treasury.state.tn.us/tcrs.

Disclaimer:

All benefits and premiums in effect at the time of retirement are subject to change based on the plan document and funding.



**Retiree Monthly Premiums
January 1, 2015**

Humana Medicare PPO Advantage Plan *age 65 & up \$64.81
**Includes Medicare Part D Prescription Coverage

HealthSpring Medicare HMO Advantage Plan *age 65 & up \$21.90
**Includes Medicare Part D Prescription Coverage

Deductible Medical Plan *age 64 or under
**Includes Prescription Coverage

Single Coverage	\$149.56
2 party Coverage	\$314.08
Family Coverage	\$463.64
Retiree +1 Spousal Surcharge	\$414.09
Family Spousal Surcharge	\$563.64

Deductible Medical Plan w/HSA Medical Plan *age 64 or under
**Includes Prescription Coverage

Single Coverage	\$92.06
2 party Coverage	\$193.32
Family Coverage	\$285.38
Retiree + 1 Spousal Surcharge	\$293.32
Family Spousal Surcharge	\$385.38

Dental

Single Coverage	\$5.41
Family Coverage	\$16.07

Vision

Single Coverage	\$10.10
2 party Coverage	\$18.92
Family Coverage	\$28.87

Retiree Life Insurance

Age	Monthly Premium	Value
To age 64	\$15.15	\$15,000
65-69	\$9.84	\$9,750
70-74	\$6.36	\$6,300
75-79	\$4.24	\$4,200
80+	\$2.73	\$2,700

- (1) Retirees pay 100% of Life insurance premiums.
- (2) Retirees are allowed to continue a maximum of \$15,000 at retirement, based on age.
- (3) Value of policy and premiums decrease 35% at ages 65, 70, 75 and 80 as shown in the table above.

COMPARISON: Cigna Healthsprings VS Humana

Effective Dates	January 1, 2015 - December 1, 2015	January 1, 2015 - December 1, 2015
Membership Specific to This Plan		
Plan Type	Cigna Healthsprings	HUMANA
MONTHLY PREMIUM	\$21.90	\$64.81
Service Type		
Plan Deductible	\$0	\$0
Plan OOP Maximum	\$1,500	\$1,000 Combined
Inpatient		
Inpatient Acute (including Substance Abuse and Rehab) – copay per admission	\$0	\$0
Inpatient Acute – Coverage Limit (days)	None	None
Inpatient Psychiatric – copay per admission	\$0	\$0
Coverage Limit (lifetime days) – Psychiatric Hospital	190	190
Skilled Nursing Facility		
Benefit Period – 1-20 days	\$0	\$0
Benefit Period – 21-100 days	\$0	\$0
Coverage Limit (days)	100	100
Hospital Stay Required?	No	No
Outpatient		
Ambulance	\$0	\$0
Outpatient Surgery	\$0	\$0
Outpatient Non-Surgical	\$10	\$0
Emergency Room (waived if admitted)	\$50	\$0
Urgent Care (PCP/SCP office)	\$10	\$0
PCP Office Visit	\$5	\$0
SCP Office Visit	\$10	\$0
Advanced Imaging & Radiation Therapy	10%	\$0
X-Ray	10%	\$0
Lab Services (Pathology)	\$0	\$0
Short Term Rehabilitation Service	\$10	\$0
DME	10%	\$0
Part B Drugs	10%	\$0
Medicare covered diagnostic Hearing Exams	\$10	\$0
Medicare covered diagnostic Vision Exams	\$10	\$0
Wellness		
Routine Physical Exams	\$0	\$0
Immunization Coverage (Flu shots, Pneumonia, Hepatitis B)	\$0	\$0
Other HRC Wellness *	\$0	\$0
Part D (Rx) Initial Coverage Level (up to \$2,850 of Drug Spend)		
Retail Tier 1 (30 days)	\$10	\$15
Retail Tier 2 (30 days)	\$25	25% (\$25 min, \$100 max)
Retail Tier 3 (30 days)	\$50	40% (\$40 min, \$100 max)
Retail Tier 4 (30 days)	\$50	40% (\$40 min, \$100 max)
Mail Order Tier 1 (90 days)	\$20	\$15
Mail Order Tier 2 (90 days)	\$50	\$45
Mail Order Tier 3 (90 days)	\$100	\$80

** Other HCR Wellness services includes: Abdominal Aortic Aneurysm Screening; Bone Mass Measurement; Cardiovascular Screening; Cervical and Vaginal Cancer Screening; Colorectal Cancer

Lot of Faith Outdoor Structures, LLC
1911 Highway 46S ~ Dickson, TN 37055
615.441.3003

9B

10.16.2015

We humbly submit the following bid for the City of Fairview Maintenance Building:

Overall structure to be 44'x31' constructed from 2.5"x2.5" 14 gauge square tubing (frame) and 29 gauge metal. Roof to support 20PSF load.

Vertical roof upgrade included in this bid.

Center section to 20'x31'x12', fully enclosed with 3' braces at each leg. 2-side connections (for lean to's), 2 windows and 2-12x12 roll up doors (to be installed in the gable ends).

Each lean to will be 12'x31'x9' and fully enclosed. Included in total, for both lean tos: will be a total of 3 windows and three (3) 36" walk in doors (to be placed at the City's discretion), and 1- 9'x8' roll up door to be mounted in a gable end.

Order to be placed with Lot of Faith Outdoor Structures, LLC. Professional installation to be provided by Eagle Carports.

30 day workmanship warranty and 20 year limited warranty on roofing materials is provided with installation on your level surface (to be provided by others).

15% deposit due at time of order being placed at Lot of Faith Outdoor Structures, LLC with the balance due (in certified funds) at the time installation is completed, payable to Eagle Carports.

Schedule for install will be coordinated with the City.

Total for this bid is \$14,360.00 (Fourteen thousand, three hundred and sixty dollars and no cents). Plus sales tax unless proof of exemption is provided at time of order signing.

Respectfully,
Melanie Cannon
Lot of Faith Outdoor Structures, LLC
O: 615.441.3003
F: 855.313.2291
E: Melanie@lotoffaith.com

CITY OF FAIRVIEW
MAINTENANCE BUILDING
Bid Requirements

Overall Building

- 44' x 31' overall size or comparable, enclosed
- Frame: 14 gauge square tubing (2.5" x 2.5")
- 29 gauge roofing metal (to handle a 20 PSF load)
- Vertical roof upgrade (entire structure)
- Exterior finish – metal siding with metal roof. Color to be determined.
- Concrete slab/footing, plumbing and electrical rough-ins by others. Coordinate installation schedule with City.

Center Section

- 20 x 31
- 12' leg height
- 2 sides & 2 ends enclosed
- 3' braces
- 2 side connections (to connect sides)
- 2 windows (placed at City's discretion)
- (2) 12 x 12 roll up doors

Lean-To's

- (2) 12 x 31
- 9' legs
- 3 windows total (placed at City's discretion)
- (1) standard pedestrian door
- (1) 9 x 8 roll up door

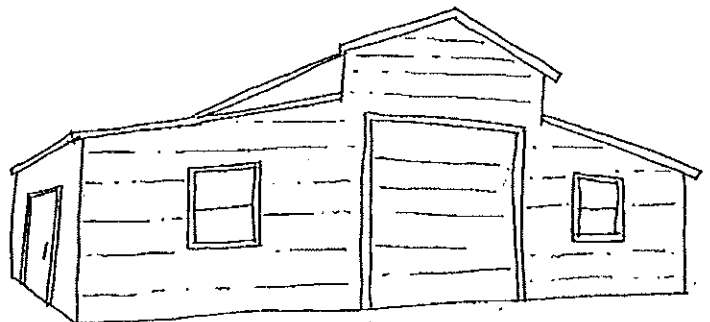
Installation

- Delivery and installation included

Warranty

- Minimum 30 day workmanship warranty with minimum 20 year limited warranty on roofing materials

Please direct any questions on the specifications to Parks Superintendent, Bryan Bissell at bbissell@fairview-tn.org or 615-509-6583.





October 22, 2015

Mr. Keith Paisley
Community Services Director
City of Fairview
P.O. Box 69
Fairview, TN 37062

Re: Request to build a maintenance building- Bowie Park conservation easement

Dear Mr. Paisley,

This letter is to acknowledge the approval of your request made via email on October 14, 2015 to construct a new maintenance building in the southern section of the Recreational Activity Area of Bowie Nature Park. The Recreational Activity Area was established by the conservation easement, and as such, activities in the Recreational Activity Area are dictated by Section 8(c) of the conservation easement.

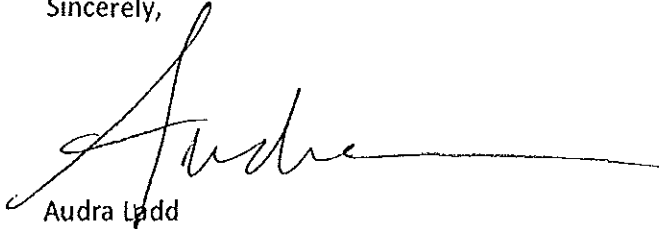
The building shall be green and/or brown metal to blend with the colors of the existing buildings and the forest. The size of the building shall be 44' long x 31' wide and 16' high. The building shall primarily contain machine and tool storage (and associated area for maintenance) and will also contain office/break room space and restrooms. No trees shall be cut in order to install the building and no new roads will be constructed.

After reviewing the above referenced conservation easement that the Land Trust for Tennessee (LTTN) holds on this property, it has been determined that this is a permitted use of the property. Any modification to the size, location or materials of the maintenance building will require additional review by LTTN.

Please sign this letter as noted below and return one copy to me for our records in the enclosed envelope.

We greatly appreciate the continuing opportunity to work with you to protect Bowie Nature Park. Please feel free to contact me at 615-244-5263 if you have any questions or additional/corrected information related to this request.

Sincerely,

A handwritten signature in black ink that reads "Audra Ladd". The signature is written in a cursive style with a long horizontal line extending to the right.

Audra Ladd

Stewardship and Planning Manager

Acknowledged this date:

Keith Paisley

Date

90

Bill # 2015-39

ORDINANCE NO. 904

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

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the Budget for Fiscal Year 2015 - 2016 (beginning July 1, 2015 and running through June 30, 2016) should be amended to reflect the final expenditures for the Fiscal Year, and:

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee adopted the fiscal year 2015 – 2016 budget by passage of Ordinance Number 891 on June 18, 2015, and

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

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

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

- Section 1. Ordinance 891 is hereby amended
- A. to approve the sale of a storage barn and car port from the Park Department to the Drug Fund for use in an impound lot for \$6,000. Sale proceeds to Park Department of \$6,000 to be appropriated for a Park Dept Maintenance Building,

Drug Fund

Appropriate from			
Account #	Current Balance	Amendment Amt	New Balance
619-11210	\$107,739.86	\$6,000.00	\$101,739.86

Expenditures			
Account #	Current Budget	Amendment Amt	New Budget Amt
619-42129-940	\$0.00	\$6,000.00	\$6,000.00

General Fund

Revenue

Account #	Current Balance	Amendment Amt	New Balance
110-34110	\$4,000.00	\$6,000.00	\$10,000.00
110-11210	\$492,829.27	\$6,000.00	\$498,829.27

Expenditures

Account #	Current Balance	Amendment Amt	New Budget Amt
110-44700-266	\$0.00	\$6,000.00	\$6,000.00

B. and appropriate \$35,000 of Park Fund Balance for Park Department Maintenance Building.

General Fund – Park Fund

Appropriate from

Account #	Current Balance	Amendment Amt	New Balance
110-11227	\$165,585.00	\$35,000.00	\$130,585.00

Expenditures

Account #	Current Balance	Amendment Amt	New Budget Amt
110-44700-266	\$6,000.00	\$35,000.00	\$41,000.00

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

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction; such holding will not affect any other portion of this Ordinance.

BE IT FINALLY ORDAINED, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it.

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

MAINTENANCE BUILDING

Proposed Building:

44x31 overall size (1364 square feet)
 14 gauge square tubing (2.5" x 2.5")
 29 gauge metal roof
 3 sections: 20x31 center, 12x31 sides
 Delivery and installation included

Item	Proposal
Building	\$13,900
Concrete	\$6,000
Plumbing	\$2,000
Electrical	\$9,000
MTEMC	\$4,000
Total	\$35,000

Building Use:

Storage
 Workshop
 Equipment maintenance
 House maintenance department of park system
 One restroom
 One office
 One breakroom



Proposed location



Proposed building

Discuss and/or Take Action on Park Maintenance Building – Vice Mayor Johnson asks Parks Director Paisley to explain the request. Paisley states the Parks Department is asking permission to send out bids on a 40x70 maintenance building. He notes they currently use the police impound lot which inhibits revenue. We currently have two smaller storage buildings filling up quickly and there is a need for this building in the park to prolong the life of equipment and provide on-site storage. Commissioner Sutton asks if there is a quote Mayor Totty clarifies the estimate in the packet states \$30,000 for the building, \$30,000 for the concrete and \$30,000 for the plumbing, electrical and interior finish work so \$90,000 estimate. Commissioner Carroll asks if Paisley asked for this to be put on the agenda after talking about it in the budget meetings. Paisley responded yes that he is trying to get an accurate cost estimate and is simply asking to go to bid noting the approval would be up to the Board. Vice Mayor Johnson confirms that is the case and states he was at the recent Friends of the Park meeting noting that to make this happen would require the blessing of the Land Trust once we have an exact location and they would like to see wood siding on the building to make it blend in better which would skyrocket the figure. Johnson made a motion to approve this to go to bid and come back to the Board for approval with Commissioner Sutton seconding. Carroll states she spoke to a Friends representative who spoke of the request for a more natural look but did not see this as the priority item over such things as ADA trail to Joann's Classroom or stage. FOR: Bissell, Johnson, Sutton, AGAINST: Carroll, Totty. Motion carried.

ORIGINALLY APPROVED TO GO TO BID ON MAY 15, 2014

10A

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 34-15

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF SHORT TERM GENERAL OBLIGATION NOTES NOT TO EXCEED \$349,384.00.

WHEREAS, the Governing Body of the City of Fairview, Tennessee, (the "Local Government" has determined that it is necessary and desirable to provide funds for the following public works project (the "Project"): Transportation improvement resurfacing of Cox Pike and Cumberland Drive PIN 115693 State Project #94LPM-F3-D36 and.

WHEREAS, the Governing Body has determined that the Project will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, there is on file in the offices of the Local Government a fully executed contract or agreement between the City of Fairview, Tennessee and State of Tennessee Department of Transportation (the "Agency") and the Local Government, dated April 11, 2012, whereby the Agency agrees to pay the Local Government a principal amount of Three Hundred Forty Nine Thousand Three Hundred Eighty-Four Dollars (\$349,384.00) (the "Agency Grant") to finance the cost of the Project; and

WHEREAS, under the provisions of Part I, II, and VII of Title 9 Chapter 21, *Tennessee Code Annotated*, Local Governments in Tennessee are authorized to issue and sell interest-bearing general obligation notes upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of general obligation notes to provide funds in anticipation of the Agency Grant;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of The City of Fairview, Tennessee as follows:

Section 1. That, for the purpose of providing funds in anticipation of the Agency Grant, the Local Government is hereby authorized to issue and sell interest-bearing short-term general obligation notes in a principal amount not to exceed Three Hundred Forty Nine Thousand Three Hundred Eighty-Four Dollars (\$349,384.00) (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the term, provisions, and conditions of the Act. The Notes shall be designated General Obligation Note, Series 2015, shall be numbered serially from 1 upwards; shall be dated as of the date of issue; shall be sold at not less than par value and accrued interest; and shall bear interest at a rate or rates not to exceed three and one quarter per cent (3.25%) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the Notes shall mature not later than three (3) years after the date of issuance.

Section 3. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time that the funds of the Agency Grant become available to the Local Government, at the principal amount and accrued interest to the date of redemption without a premium.

Section 4. That, the principal amount of the Notes shall be secured solely by the pledge of funds to be received pursuant to the Agency Grant, and the Local Government hereby pledges a portion or all of the Agency Grant in an amount at least equal to the principal amount of the Notes, Three Hundred Forty Nine Thousand Three Hundred Eighty-Four Dollars (\$349,384.00) Dollars, to the payment of the principal amount of the Notes. The Local Government shall have no authority to levy ad valorem taxes for the payment of the principal of the Notes. It is anticipated that the City's Portion of the grant in the amount of Seventy Thousand (\$70,000.00) Dollars will be paid from the City's State Street Aid Funds.

Section 5. That, the interest on the Notes shall be direct general obligations of the Local Government and the Local Government hereby pledges its taxing power as to all taxable property in the Local Government for the purpose of providing funds for the payment of interest on the Notes. Provided, however, that the proceeds of any capital outlay notes or bond anticipation notes shall not be applied to any payment of the Notes.

Section 6. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the (City Recorder) with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the (City Recorder) of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the (Director of Finance) of the Local Government and shall be paid out for the purpose of providing funds in anticipation of the Agency Grant pursuant to this Resolution and as required by law.

Section 7. That, the Notes will be issued in fully registered form and that at all times during which any Note remains outstanding and unpaid, the Local Government or its agent shall keep or cause to be kept at its office a note register for the registration, exchange or transfer of the Notes. The notes register, if held by an agent of the Local Government, shall at all times be open for inspection by the Local Government or any duly authorized officer of the Local Government. Each Note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local Government or its agent, by the registered owner of the Note in person or by the registered owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent together with a written instrument of transfer satisfactory to the Local Government duly executed by the registered owner or the registered owner's duly authorized attorney. Upon the transfer of any such Note, the Local Government shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered Note. The Local Government shall not be obligated to make any such note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Section 8. That, the Notes may be extended or renewed as permitted by law.

Section 9. That, the Note(s) shall be in substantially the form attached hereto and shall recite that the Notes are issued pursuant to the Act.

Section 10. The Notes shall not be sold until receipt of the State Director of Local Finance's written approval for the sale of the Notes.

Section 11. That, after the sale of the Notes, and for each year that any of the notes are outstanding, the Local Government shall prepare an annual budget in a form consistent with accepted governmental

standards and as approved by the State Director of Local Finance (the "Director".) The budget shall be kept balanced during the life of the notes. The annual budget shall be submitted to the Director immediately upon its adoption; however, it shall not become the official budget for the fiscal year until such budget is approved by the Director in accordance with Title 9, Chapter 21, Tennessee Code Annotated (the "Statutes".) If the Director determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Director.

Section 12. That, all orders or resolutions in conflict with this Resolution in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____ 2015.

ATTESTED:

Mayor

City Recorder

APPROVED AS TO FORM

CITY ATTORNEY

10B

Bill # 2015-40

ORDINANCE NO. 905

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE XV, SECTION 15-102, "ROLE OF THE PLANNING COMMISSION"

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the City of Fairview, Tennessee, needs to amend the City of Fairview, Tennessee Municipal Zoning Code, Article XV, Section 15-102, "Role of the Planning Commission."

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

Fairview, Tennessee Municipal Zoning Code, Article XV, Section 15-102, "Role of the Planning Commission," is hereby amended as detailed in this Ordinance.

Article XV, Section 15-102 as it presently reads:

15-102 ROLE OF THE PLANNING COMMISSION

The Fairview Planning Commission shall administer the provisions of this article including without limitation:

- Certification that proposed development comports with the design standards set forth herein.
- Recommend amendments, as necessary, to the design Review Manual for approval by the Board of Commissioners.
- Consultation with municipal and other appropriate agencies on matters addressed in this article.
- Adoption of such rules of procedure as the commission may deem necessary.

Therefore, Be it Ordained by the City of Fairview, Tennessee Board of Commissioners that the Fairview Municipal Zoning Code, Article XV, Section 15-102, "Role of the Planning Commission," is hereby amended to read as follows:

Article XV, Section 15-102 as amended reads as follow:

15-102 ROLE OF THE PLANNING COMMISSION

The Fairview Planning Commission shall administer the provisions of this article including without limitation:

- Certification that proposed development comports with the design standards set forth herein.
- Enacts amendments, as necessary, to the design Review Manual.
- Consultation with municipal and other appropriate agencies on matters addressed in this article.
- Adoption of such rules of procedure as the commission may deem necessary.

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction, such holding will not affect any other portion of this Ordinance.

BE IT FINALLY ORDAINED, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it

Approved and recommended by the City of Fairview, Tennessee, Municipal Planning Commission this _____ day of _____, 2015.

Planning Commission Chairman

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

Public Hearing Held _____

10C

Bill # 2015-41

ORDINANCE NO. 906

AN ORDINANCE TO AMEND CITY OF FAIRVIEW, TENNESSEE, MUNICIPAL ZONING CODE, ARTICLE XV, SECTION 15-103, "DESIGN REVIEW MANUAL"

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

WHEREAS, the Board of Commissioners of the City of Fairview, Tennessee, have determined that the City of Fairview, Tennessee, needs to amend the City of Fairview, Tennessee Municipal Zoning Code, Article XV, Section 15-103, "Design Review Manual."

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

Fairview, Tennessee Municipal Zoning Code, Article XV, Section 15-103, "Design Review Manual," is hereby amended as detailed in this Ordinance.

Article XV, Section 15-102 as it presently reads:

15-102 DESIGN REVIEW MANUAL

To further the purposes of this article as set forth herein, there is hereby adopted a Design Review Manual. Amendments to the Design Review Manual, shall be made by resolution approved by a majority of the entire membership of the Board of Commissioners, with appropriate recommendation from the Fairview Municipal Planning Commission.

Therefore, Be it Ordained by the City of Fairview, Tennessee Board of Commissioners that the Fairview Municipal Zoning Code, Article XV, Section 15-103, "Design Review Manual," is hereby amended to read as follows:

Article XV, Section 15-103 as amended reads as follow:

15-102 ROLL OF THE PLANNING COMMISSION

To further the purposes of this article as set forth herein, there is hereby acknowledged a Design Review Manual. The Design Review Manual, shall be totally managed and controlled by the City of Fairview, Tennessee Municipal Planning Commission.

BE IT FURTHER ORDAINED, If any sentence, clause, phrase or paragraph of this Ordinance is declared to be unconstitutional by any Court of competent jurisdiction, such holding will not affect any other portion of this Ordinance.

BE IT FINALLY ORDAINED, that this Ordinance shall take effect fifteen days (15) days after its first passage or upon second reading, whichever is later, the public welfare requiring it

Approved and recommended by the City of Fairview, Tennessee, Municipal Planning Commission this _____ day of _____, 2015.

Planning Commission Chairman

MAYOR

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Passed First Reading _____

Passed Second Reading _____

Public Hearing Held _____

City of Fairview

10D

7100 CITY CENTER WAY

FAIRVIEW, TN. 37062



Phone: 615-799-1585

Email: codes@fairview-tn.org

RECOMMENDATIONS

2015 – 7

DATE: OCTOBER 13, 2015

TO: FAIRVIEW BOARD OF COMMISSIONERS

FROM: FAIRVIEW MUNICIPAL PLANNING COMMISSION

On OCTOBER 13, 2015 the following items were voted on by the Fairview Municipal Planning Commission with a recommendation to be forwarded to the Board of Commissioners for consideration.

8.2 DISCUSS AND/OR TAKE ACTION ON AN APPLICATION FOR REZONING PROPERTY OFF TIGER TRAIL FROM RS-40 (RESIDENTIAL) TO R-20 P.U.D. OVERLAY (RESIDENTIAL /PLANNED UNIT DEVELOPMENT). MAP 42, PARCEL 28.00, 15.49 ACRES. BENNY SULLIVAN OWNER.

Carroll made a motion for approval subject to the agreement of the Builder in Phase One to not include lots 6, 7, 8 & 9. Sutton Seconded. Cantrell stated if he agrees to that it would be fine, he would have to come back and get approval for phase 2. Gordon stated he would say 6, 7, 8 & 9 would be phase 4. Owen stated so they are clear, a better way to word would be, the last four lots plated in this development are 6, 7, 8 & 9. Carroll removed her original motion, restated motion that lots 6, 7, 8 & 9 be the last four lots to be plated in the last phase of this development. Cantrell stated need removal of first Motion. Butler made a motion to remove first motion. Sutton Seconded. Gordon stated he they will agree to this stipulation. Sutton Seconded. All were in favor

City of Fairview

7100 City Center Way
Fairview, TN 37062-0069



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

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of Fairview **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property.
3. A list of Names **and** addresses of all adjacent property owners.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the authority to request the zoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable \$200.00 application fee (Checks should be made payable to "City of Fairview")

Request No. _____ Date Submitted 6-9-2015

SECTION 1 – Applicant Information

(Any correspondence from the City will be addressed to the applicant)

Property Owner Purchaser of Property Engineer Trustee

Architect Other _____

Name: Brandon Robertson Phone: _____

Business: A-1 Restoration, Inc. E-mail: _____

Address: 256 Seaboard Ln. St. 6-10³ Best Way to Contact: Phone
(Mail, E-mail, Phone)

City: Franklin State: TN Zip: 37067

SECTION 2 – Property Information for the Rezoning Request

Project Name: Spring Station

Project Address: Tiger Trail

Existing Land Use: RS-40

Proposed Land Use: R-20 P.U.D. Overlay

Total Acreage of Project/Rezoning: 15

TAX MAP	PARCEL(S)	CURRENT ZONING DISTRICT	REQUESTED ZONING DISTRICT	# OF ACRES	PROPERTY OWNER
42	28	RS-40	R-20 P.U.D. Overlay	15	Benny Sullivan

***Reason for Rezoning must be included on an attached sheet.

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to go to the Board of Commissioners. The Board of Commissioners must approve a Rezoning Ordinance on two readings and hold a Public Hearing before the rezoning request is considered approved.

I certify that all of the above statements are true to the best of my knowledge.

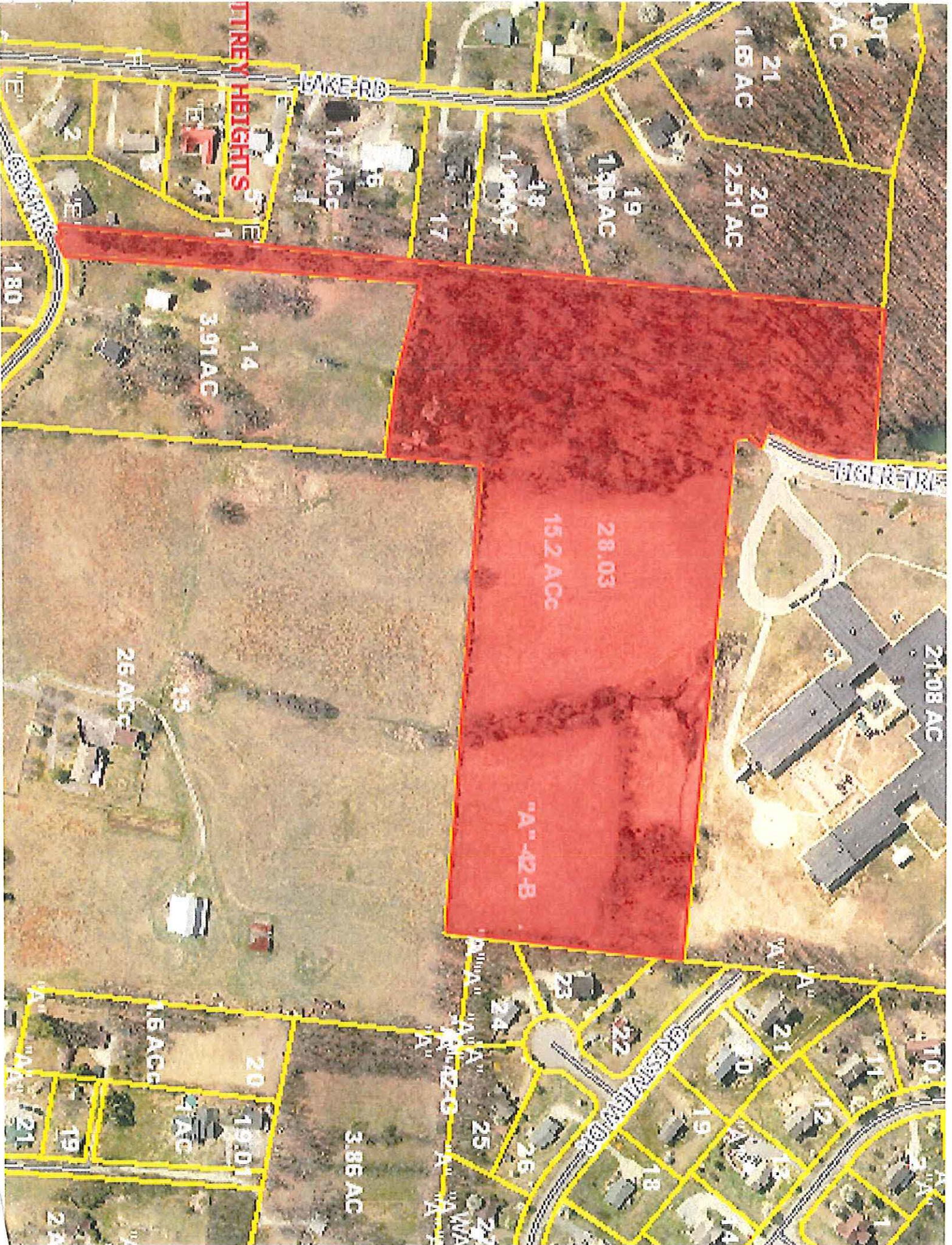
Applicant's Signature:  Date: 6/9/15

FOR OFFICE USE ONLY

APPLICATION RECEIVED AND FILING FEE PAID 6-9-15

DATE OF APPROVAL BY PLANNING COMMISSION 10-13-15

DATE OF FINAL APPROVAL BY BOARD OF COMMISSIONERS _____



To whom it may concern:

I give Brandon Robertson and A-1 Restoration, Inc. the authority to request rezoning of 15 acres on Tiger Trail and Cox Pike. The request is to rezone from RS-40 to R-20 P.U.D Overlay, with a density of 2.2 upa.

Thanks,

A handwritten signature in blue ink, appearing to read "Benny Sullivan". The signature is fluid and cursive, with the first name "Benny" written in a larger, more prominent script than the last name "Sullivan".

Benny Sullivan

A-1 Restoration, Inc.
256 Seaboard Lane
Ste. G 103
Franklin, TN 37067

To Whom It May Concern:

We are requesting to rezone 15 acres located on Cox Pike and Tiger Trail in the City of Fairview. The property is currently zoned RS-40. Our request is to rezone the property to R-20 P.U.D. overlay. The intention is to develop 33 lots residential lots.

Thank you,

A handwritten signature in black ink, appearing to read 'Brandon Robertson', with a large, stylized flourish at the end.

Brandon Robertson, pres.

A-1 Restoration, Inc.

10H

OPENGOV, INC. SOFTWARE AGREEMENT

CUSTOMER INFORMATION

	<u>ORGANIZATION CONTACT</u>	<u>BILLING CONTACT (if Different)</u>
Customer Name:	City of Fairview, TN	
Contact Name:	Tom Daugherty	
Address:	7100 City Center Way	
	Fairview, TN 37062	
Telephone:	615-799-1383	
Email:	cfo@fairview-tn.org	

Effective Date: 12/18/2014

Software Services:

OpenGov Platform: A proprietary web application that visualizes the customer's general ledger, chart of accounts, current year spending, and balance sheet, making multiple years of financial data accessible to citizens and staff through an online portal. The customer will receive access to OpenGov's Annual Budget View, Current Year View, Balance Sheet View, and Transactions View.

Fees: In consideration of Customer using the Services identified above, Customer shall pay OpenGov, Inc. a fee of \$3,600, billed annually in advance for the period of the agreement, commencing on the Effective Date. This excludes \$1,050 implementation fee if signed on or before December 31, 2014.

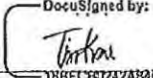
Welcome to OpenGov! Thanks for using our software. This Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 1023 Shoreline Blvd, Suite 100, Mountain View, CA 94043 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

SIGNATURES

Customer

Signature: Patti L. Carroll
 Printed Name: Patti L. Carroll
 Title: Mayor
 Date: 12/18/14

OpenGov Inc.

Signature: 
 Printed Name: Tim Kane
 Title: Vice President, Sales
 Date: 12/19/2014

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. **OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. **CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. **DATA LICENSE.** Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. **PAYMENT OF FEES.** The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice (which OpenGov typically sends 45 days after the Effective Date).

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from the Effective Date and shall continue for a period of twelve (12) months. Unless either party declines to renew in writing no less than 30 days before the end of the applicable term, this Agreement shall renew at the same price for two (2) additional (1) year periods. The customer will be billed on an annual basis for each twelve (12) month term. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b)

each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.