

**CITY OF FAIRVIEW**  
**BOARD OF COMMISSIONERS**

**DECEMBER 5, 2019**

**7:00 P.M.**

**AGENDA**

- 1. Roll Call**
- 2. Call to Order**
- 3. Prayer and Pledge**
- 4. Approval of Agenda and Executive Session Announcements**
- 5. Public Hearing(s)**
- 6. Citizen Comments** (Limited to the first 5 citizens to sign in and a limit of 3 minutes each)
- 7. Public Announcements, Awards and Recognitions**
  - A. Proclamation Honoring Alex Bush Perfect ACT Score
- 8. Staff Comments and Monthly Reports**
  - A. Police Report
  - B. Fire Report
  - C. Public Works Report
  - D. City Manager Report
- 9. Consent Agenda** (Any Item May be Removed for Individual Consideration)
  - A. Minutes from the November 21, 2019, Board of Commissioners Meeting
  - B. Minutes from the November 21, 2019, Board of Commissioners Work Session
- 10. Old Business**
- 11. New Business**
  - A. Ordinance 2019-32, An Ordinance Establishing the Compensation of City of Fairview Elected Officials
  - B. Ordinance 2019-33, An Ordinance Establishing Employment Benefits Eligibility for City of Fairview Elected Officials
  - C. Ordinance 2019-34, An Ordinance Governing the Installation of Playground Equipment and/or Other Recreational Equipment to be Installed on City of Fairview Owned Property
  - D. Ordinance 2019-35, An Ordinance to Amend Title 7, Chapter 2, of the City of Fairview Municipal Code, and to Adopt a Fire Department Connection Ordinance
  - E. Resolution 38-19, A Resolution of the City of Fairview, Tennessee, Approving an Employment Agreement with the Interim City Manager
- 12. Communications from the Mayor and Commissioners**
  - A. Commissioner
  - B. Commissioner
  - C. Commissioner
  - D. Vice Mayor
  - E. Mayor
- 13. Adjournment**

7A

# CITY OF FAIRVIEW PROCLAMATION

## ALEX BUSH DAY

**WHEREAS**, approximately 2.2 million students took the ACT in 2019, and

**WHEREAS**, on average, nationally less than one quarter of one percent of students who sit for the ACT earn a perfect score of 36, and

**WHEREAS**, Fairview High School senior Alex Bush has earned a perfect score of 36 on the ACT, and

**WHEREAS**, Alex is the first ever Fairview High School student to earn a perfect score of 36 on the ACT, and

**WHEREAS**, The City of Fairview and the Fairview community could not be more proud of Alex's achievement as we wish her continued academic success, and

**NOW, THEREFORE**, as Mayor of the City of Fairview, Tennessee, I do hereby proclaim Friday, December 6, 2019, as Alex Bush Day in the City of Fairview and further proclaim that this day shall be observed as a day of acknowledgment and appreciation for her achievement of earning a perfect score of 36 on the ACT.



**IN WITNESS WHEREOF**, I have hereunto set my hand, and caused the great seal of the City of Fairview to be affixed, this 5th day of December, 2019.

\_\_\_\_\_  
Mayor, John W. Blade

ORDINANCE NO. 2019-32

AN ORDINANCE ESTABLISHING THE COMPENSATION  
CITY OF FAIRVIEW ELECTED OFFICIALS



**WHEREAS**, the City of Fairview, Tennessee, currently has as its part-time elected officials its mayor, city commissioners and general sessions court judge, and

**WHEREAS**, the general sessions (municipal) court clerk will be a full-time elected position upon the installation of the court clerk elected in 2020 City of Fairview general elections, and

**WHEREAS**, the city desires to codify the compensation of its elected officials pursuant to its city charter, its budgeting authority, and TCA 8-24-102 which governs annual salary schedule for general sessions court clerks, and

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

**BE IT ORDAINED**, that the City of Fairview Municipal Code is hereby amended, and Title 1 Chapter 6, entitled "Elected Officials Compensation" is hereby created; and Section 1-601, entitled "City Mayor Compensation" is hereby created; and Section 1-602, entitled "City Commissioner Compensation" is hereby created; and Section 1-603 entitled "General Sessions Court Judge Compensation" is hereby created; and Section 1-604 entitled "General Sessions Court Clerk Compensation" is hereby created, and

**BE IT FURTHER ORDAINED**, Title 1, Chapter 6, Section 6-101, shall read as follows:

**6-101. City Mayor Compensation.** Effective January 1, 2023, and in accordance with 6-20-204 of the Fairview City Charter, the compensation of the city mayor shall be \$1,000 per month and shall be payable on the last regular city payroll distribution of each month; and

**BE IT FURTHER ORDAINED**, Title 1, Chapter 6, Section 6-102, shall read as follows:

**6-102. City Commissioner Compensation.** Effective January 1, 2021, and in accordance with 6-20-204 of the Fairview City Charter, the compensation of each city commissioner shall be \$950 per month and shall be payable on the last regular city payroll distribution of each month; and

**BE IT FURTHER ORDAINED**, Title 1, Chapter 6, Section 6-103, shall read as follows:

**6-103. General Sessions Court Judge Compensation.** Effective January 1, 2021, the compensation for the city's general sessions court judge shall be not less than \$2,200 per month and shall be payable on the last regular city payroll distribution of each month; and

**BE IT FURTHER ORDAINED**, Title 1, Chapter 6, Section 6-104, shall read as follows:

**6-104. General Sessions Court Clerk Compensation.** Effective January 1, 2021, the compensation for the city's general sessions court clerk shall not be less than the applicable annual salary prescribed in the most recently adopted "Trustee, Clerks of Court, County Clerk and Register Deeds Fiscal Year Salary Schedule" pursuant to TCA 8-24-102. The general sessions court clerk shall be paid on the same payroll distribution schedule as are full-time employees of the City of Fairview.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**Passed First Reading** \_\_\_\_\_

**Passed Second Reading** \_\_\_\_\_

11B

**AN ORDINANCE ESTABLISHING EMPLOYMENT BENEFITS EL  
FOR CITY OF FAIRVIEW ELECTED OFFICIALS**

**WHEREAS**, the City of Fairview, Tennessee, desires to codify employment benefit eligibility for its part-time and full-time elected officials, and

**WHEREAS**, the city mayor, city commissioners and general sessions court judge are part-time elected officials, and

**WHEREAS**, the city's general sessions court clerk will be a full-time elected position upon the swearing in of the clerk elected in the 2020 City of Fairview municipal general elections, and

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

**BE IT ORDAINED**, that the City of Fairview Municipal Code is hereby amended, and Title 1 Chapter 7, entitled "Elected Officials Employment Benefits" is hereby created; and Section 7-101 entitled "Part-time Elected Officials Employment Benefits" is hereby created; and Section 7-102 entitled "Full-time Elected Officials Employment Benefits" is hereby created, and

**BE IT FURTHER ORDAINED**, Title 1, Chapter 7, Section 7-101, shall read as follows:

**7-101. Part-time Elected Officials Employment Benefits.**

(1) The city mayor, each city commissioner and the city's general sessions court judge are part-time elected positions for the city.

(2) Effective January 1, 2021, each city commissioner and the city's general sessions court judge shall be eligible to participate in the city's health insurance plan offered to its full-time city employees. This participation in the city's health insurance plan shall be done so with 100% of the plan participation cost being paid by the elected official and no subsidy or offset being paid by the city.

(3) Effective January 1, 2023, the city mayor shall be eligible to participate in the city's health insurance plan offered to its full-time city employees. This participation in the city's health insurance plan shall be done so with 100% of the plan participation cost being paid by the elected official and no subsidy or offset being paid by the city.

**BE IT FURTHER ORDAINED**, Title 1, Chapter 7, Section 7-102, shall read as follows:

**7-102. Full-time Elected Officials Employment Benefits.**

(1) Elected officials shall be considered full-time if their duties require an average of thirty (30) hours of service per week or one hundred thirty (130)

hours of service per month, or as full-time is otherwise defined by the Fair Labor Standards Act (FLSA).

(2) The city's general sessions court clerk is a full-time elected position.

(3) Upon the installation to office of the city's general sessions court clerk elected in the City of Fairview 2020 general elections, and for each day thereafter that the city has a general sessions court clerk, the clerk shall be eligible for the following employment benefits:

(a) Participation in the city's health insurance plan offered to full-time city employees, and at the same contribution rates and/or subsidies offered to full-time city employees.

(b) Participation in the city's retirement plan offered to full-time city employees, and at the same contribution rates and/or subsidies offered to full-time city employees.

(4) Full-time elected positions created after the passage of this ordinance shall be afforded eligibility for full-time employment benefits as specified and described in (3)(a) and (3)(b) of this Section.

(5) Full-time elected officials shall not be eligible for any employment benefits other than those specified and described in (3)(a) and (3)(b) of this Section.

**BE IT FURTHER ORDAINED**, that this ordinance shall be effective upon its adoption and nothing in this ordinance shall in any way diminish elected official benefits participation in effect prior to the adoption of this ordinance or prior to the effective dates prescribed Sections 7-101 and 7-102 above.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**Passed First Reading** \_\_\_\_\_

**Passed Second Reading** \_\_\_\_\_



**AN ORDINANCE GOVERNING THE INSTALLATION OF PLAYGROUND EQUIPMENT AND/OR OTHER RECREATIONAL EQUIPMENT INSTALLED ON CITY OF FAIRVIEW OWNED PROPERTY**

**WHEREAS**, the City of Fairview, Tennessee, considers the safety of its residents and its guests to be its highest priority, and

**WHEREAS**, the proper installation of playground equipment and other recreational equipment is necessary to ensure both the safe use and longevity of playground and recreational equipment, and

**WHEREAS**, all playground and recreational equipment installed on City of Fairview property, whether donated to or procured by the City, shall be owned by the City of Fairview who shall also govern the equipment's installation and use, and

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

**BE IT ORDAINED**, that the City of Fairview Municipal Code is hereby amended, and Title 20 Chapter 8, entitled "Public Recreation Facilities" is hereby created and Section 20-801, entitled "Public Playground and Recreational Equipment Installation" is hereby created, and

**BE IT FURTHER ORDAINED**, Title 20, Chapter 8, Section 20-801, shall read as follows:

**20-801. Public Playground and Recreational Equipment Installation.**

(1) Any and all playground equipment or recreational equipment installed on any City of Fairview owned property, whether the equipment is donated to or procured by the City, shall be constructed and/or installed by the equipment manufacturer, the equipment vendor, or by a licensed contractor approved by the manufacturer or vendor and/or by a Resolution of the board of commissioners ratifying the selection of the contractor.

(2) Any playground equipment or recreational equipment that is available at retail or commercially available, or that is otherwise donated to or procured by the City of Fairview for installation on any city property, and that is expressly designed such that professional construction and installation is not required, shall be constructed and installed by the city's public works department pursuant to any instructions or guidelines supplied by the manufacturer or to general safety guidelines in the absence of any manufacturer's instructions or guidelines.

(3) At no time shall any playground equipment and/or recreational equipment that will not be owned by the City of Fairview upon completion of the installation or construction be allowed to be installed or constructed on any City of Fairview owned property.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**Passed First Reading** \_\_\_\_\_

**Second Reading** \_\_\_\_\_



ORDINANCE NO. 2019-35



**AN ORDINANCE TO AMEND TITLE 7, CHAPTER 2, OF  
CITY OF FAIRVIEW MUNICIPAL CODE AND TO ADOPT  
FIRE DEPARTMENT CONNECTION ORDINANCE**

**WHEREAS**, the City of Fairview desires to enhance its fire protection regulations, and

**WHEREAS**, a fire department connection ordinance will enhance safety of the general public, and

**WHEREAS**, an amendment to the City of Fairview Municipal Code is necessary to facilitate adoption of a fire department connection ordinance, and

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

**BE IT ORDAINED**, that Title 7, Chapter 2, Section 7-208 of the City Fairview Municipal Code is hereby renumbered as Title 7, Chapter 2, Section 215; and that the description and text in the current Section 7-208 shall be unchanged in Section 215, and

**BE IT FURTHER ORDAINED**, that Section 7-208 of Title 7, Chapter 2, shall be amended to be RESERVED, and

**BE IT FURTHER ORDAINED**, that Section 7-208 and Sections 7-210 through Section 7-214 of Title 7, Chapter 2 are hereby created and are hereby RESERVED, and

**BE IT FURTHER RESOLVED**, that Title 7, Chapter 2, Section 7-209 entitle "Fire Department Connection" is hereby created and shall read as follows:

**7-210. Fire Department Connection.**

Every new fire department connection for water-based fire protection systems shall be provided with a locking cap or caps approved by the fire marshal. On existing systems, the cap shall be installed within one year of the adoption of this Section. The owner of the building where such system is located shall be responsible for notifying the fire department when inspection, testing, or maintenance of any such fire protection equipment is performed.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY RECORDER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**Passed First Reading**

\_\_\_\_\_

**Passed Second Reading**

\_\_\_\_\_



**CITY OF FAIRVIEW, TENNESSEE**

**RESOLUTION NO. 38-19**

**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, APPROVING AN EMPLOYMENT AGREEMENT WITH THE INTERIM CITY MANAGER.**

**WHEREAS**, Scott Collins has been employed as the city manager for the City of Fairview since August 1, 2016, and

**WHEREAS**, the Board of Commissioners desires to contract with Mr. Collins as interim city manager for the period of January 4, 2020, through March 31, 2020, and Mr. Collins desires to perform such duties for the City, and

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

The City of Fairview Board of Commissioners hereby resolves to approve and does approve an interim city manager contract with Mr. Collins for the period of January 4, 2020, through March, 31, 2020, in an amount not exceed \$3,600, and authorizes the mayor to execute the contract on behalf of the City of Fairview.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Date Approved**

**Attest:**

\_\_\_\_\_  
**City Recorder**

**Approved As To Form:**

\_\_\_\_\_  
**City Attorney**

**Acknowledged and Agreed:**

\_\_\_\_\_  
**Scott Collins, City Manager**

EMPLOYMENT AGREEMENT  
CITY OF FAIRVIEW, TENNESSEE  
CITY MANAGER

This Agreement, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Fairview, State of Tennessee, a municipal corporation, by and through its duly elected Board of Commissioners (hereinafter "Employer") and Scott Collins (hereinafter "Employee").

Witnesseth:

WHEREAS, Employer desires to memorialize an agreement with Employee to serve as the interim city manager and to perform the basic city management duties of the City of Fairview, Tennessee, and

WHEREAS, Employee has been serving in said capacity since August 1, 2016; and,

WHEREAS, the parties agree to the terms and conditions of this Employment Agreement in order to clearly define the rights and obligations of the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Duties.**

Employer hereby retains/employs Employee as interim city manager of the City of Fairview to perform the functions and duties of city manager specified in the City Charter, the Fairview Municipal Code, and in Tennessee Code Annotated, Section 6-21-101 *et al.* Such duties shall further include performance of other legally permissible and proper duties and functions as the Board of Commissioners may from time to time assign.

Employee will at all times faithfully and industriously, and to the best of Employee's ability and experience and talents, perform the duties that may be required of and from Employee pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of Employer.

**2. Term.**

This agreement shall remain in effect beginning January 4, 2020, and be effective through March 31, 2020 (the "expiration date").

**3. Salary.**

Employer agrees to pay Employee for services rendered pursuant hereto the amount of \$3,600, paid in three (3) monthly installments of \$1,200 payable with the second city payroll of each month for the months of January, February and March, 2020. Employee shall be entitled to no City of Fairview employee fringe or customary employment benefits.

**4. Death or Disability.**

N/A

**5. Hours of Work.**

Part-time.

**6. Leave Time Accruals.**

N/A

**7. Disability, Health and Life Insurance.**

N/A

**8. Retirement**

N/A

**9. Dues, Subscriptions, Memberships, and Expenses.**

N/A

**10. Professional Development**

N/A

**11. Indemnification and Bonding.**

Employer shall within the limits of the Tennessee Governmental Torts Liability Act (GTLA), T.C.A. 529-20-101 defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in or arising out of the good faith performance of Employee's duties as interim city manager.

**12. Other Terms and Conditions of Employment.**

Should the City hire a full-time city manager who assumes office as the full-time city manager prior to March 31, 2020, the Employee will cease to act as interim city manager and will act only as an assistant or consultant to the city manager for the remainder of this agreement.

**13. No Reduction of Benefits.**

N/A

**14. Automobile.**

N/A

**15. General Provisions.**

- A. This instrument contains the entire agreement between the parties. It may be changed orally but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective when executed by all necessary parties to the Agreement.
- D. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, by any Court of competent jurisdiction then the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.]
- E. If it is necessary for either party to take legal action in order to enforce the terms and provisions of this Agreement, then the prevailing party shall be entitled to an award of its reasonable attorneys' fees and discretionary costs.
- F. This Agreement shall be interpreted in accordance with the law of Tennessee and the venue for any dispute between the parties shall be the Chancery Court for Williamson County, Tennessee.

**IN WITNESS WHEREOF**, the City of Fairview, Tennessee Board Commissioners has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Recorder, and the Employee has signed and executed this Agreement, both in duplicate this day and year written below.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Fairview, Tennessee Board of Commissioners

By: \_\_\_\_\_

John Blade

Mayor, City of Fairview

City Manager Scott Collins

By: \_\_\_\_\_

Scott Collins

City Manager, City of Fairview

Attest:

\_\_\_\_\_  
Brandy Johnson, City Recorder