

ORDINANCE 2024-16

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 1.51 (+/-) ACRES OF PROPERTY LOCATED AT 7208 COX PIKE, CONSISTING OF WILLIAMSON COUNTY TAX MAP 042H GROUP E, PARCEL 001.00, FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO RS-15 (SINGLE FAMILY RESIDENTIAL), PROPERTY OWNER: TONY CAVENDER

WHEREAS, the City of Fairview Zoning Ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as 1.51 (+/-) acres of property consisting of Williamson County Tax Map 042H Group E, Parcel 108.05, located at 7208 Cox Pike, from RS-40 (Single Family Residential) to RS-15 (Single Family Residential), property owner: Tony Cavender; and

WHEREAS, said property to be rezoned from RS-40 to RS-15 is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on September 10, 2024, with a **positive** recommendation for approval without conditions; and

WHEREAS, that all ordinances or parts of ordinances in conflict are hereby repealed; and

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

The Zoning Ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 1.51 (+/-) acres of property consisting of Williamson County Tax Map 042H Group E, Parcel 001.00, located at 7208 Cox Pike, from RS-40 (Single Family Residential) to RS-15 (Single Family Residential), as requested by owner Tony Cavender, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: [October 3, 2024](#)

Public Hearing: [December 5, 2024](#)

Passed 2nd Reading: _____

Published for public notice on: [November 13, 2024](#) In: [Main Street Fairview Newspaper](#)

RESOLUTION 44-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE SITE DEVELOPMENT AGREEMENT CONTRACT FOR AIGNEP EXPANSION

WHEREAS, prior to the issuance of any permit, other than a building permit for construction of a one or two-family dwelling, under authority of the Zoning Ordinance of the City of Fairview, applicants shall review and enter into a “Site Development Agreement” (agreement) in a form that is approved by the Board of Commissioners for the purpose of acknowledging the understanding and agreement of the applicant with the policies and procedures of the City as they relate to proposed site development and construction activities; and

WHEREAS, the City Engineer engages with each development applicant during the pre-construction meeting and requires an executed agreement prior to construction commencing; and

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

WHEREAS, the form of the Site Development Agreement is attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the mayor to execute the Site Development Agreement for AIGNEP Expansion.

Passed and adopted this the 5th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**SITE DEVELOPMENT AGREEMENT
FOR
AIGNEP EXPANSION
7121 LOBLOLLY PINE BLVD
MAP 18 AND PARCEL 04723**

This SITE DEVELOPMENT AGREEMENT is made and entered into on this 17th day of October 2024, by and between **THE CITY OF FAIRVIEW**, OF WILLIAMSON COUNTY, TENNESSEE, A MUNICIPALITY incorporated under the laws of the State of Tennessee, with its office and principal place of business in WILLIAMSON COUNTY, Tennessee, (hereinafter called the "CITY"), and the **AIGNEP USA**, (hereinafter called the "DEVELOPER").

WITNESSETH:

WHEREAS, the DEVELOPER desires to develop the property described as AIGNEP EXPANSION consisting of 1 BUILDING (hereinafter called the "PROJECT"); and

WHEREAS, the site plan of the PROJECT has the approval of the Fairview Municipal Planning Commission (hereinafter called the Planning Commission) on the 14th day of May, 2024 pursuant to Tennessee Code Annotated, Section 13-7-201, et seq., and the Zoning Ordinance of Fairview, Tennessee, (the Zoning Ordinance); and,

WHEREAS, the project shall require a **Site Reclamation Bond** in the amount of **\$414,662 (FOUR HUNDRED AND FOURTEEN THOUSAND AND SIX HUNDRED AND SIXTY TWO DOLLARS)** in accordance with the approved site plan of the PROJECT at the time this agreement is signed; and

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, in order to provide for the health, safety and welfare of those persons frequenting the PROJECT and the general public, it will be necessary for certain improvements to be constructed within and to serve the PROJECT. Said improvements may include, but not be limited to, sidewalks, storm water conveyance and detention systems, parking and vehicular access control features, landscaping buffers and the like; and

WHEREAS, in order for said improvements to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with the approved site plan and other rules, regulations and ordinances of the CITY improvements in said project, and

WHEREAS, failure of the DEVELOPER to adhere to the design embodied in the approved site plan creates unintended and potentially detrimental impacts upon the public infrastructure network of the CITY.

NOW, THEREFORE, in consideration of the CITY accommodating upon its network of infrastructure the vehicular traffic, storm water and other impacts generated by this PROJECT (subject to the applicant's compliance with all requirements in this agreement and applicable existing laws of the CITY of Fairview and the State of Tennessee), and

IN FURTHER CONSIDERATION of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete, sidewalks, drainage improvements, access control features and other facilities in accordance with this agreement.

B. Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the facilities are constructed in accordance with the approved construction plans.

C. Right of Entry

The CITY shall have the right, in case a Letter-of-Credit is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to stabilize and secure the development site so as to protect the health and welfare of the general population.

D. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the review fees or other amounts paid to the CITY shall be refundable to the DEVELOPER.

E. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, rules and regulations and the Zoning Ordinance adopted by the Board of Commissioners are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the City and made a part, hereof.

F. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement nor shall the rights or duties be assigned by either party.

G. Revocation and Interpretation

This agreement shall bind DEVELOPER when executed by DEVELOPER and may not be revoked by DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Williamson County, Tennessee, and Tennessee Appellate Courts.

H. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Fairview Board of Commissioners must approve any written modification to this agreement.

I. Severability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

J. Transferability

The DEVELOPER and/or Owner agrees that he will not transfer the property on which this proposed development is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the City to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY and a new agreement is issued naming the new owners as principal.

II. TREE PROTECTION MEASURES

A. Tree Protection Plan Required

The DEVELOPER shall cause to be prepared and submitted to the CITY a "Tree Protection Plan" as required by Ordinance 528. Such plan shall be prepared and approved prior to or in conjunction with plans for any use for which either a "Site Development Plan" or a "Master Development Plan" is required under applicable provisions of the Zoning Ordinance (Ordinance # 444).

B. Protective Measures Required

The DEVELOPER agrees that specific protective barriers and other applicable measures as specified in Section 13-406 (Protection of Existing Tree Cover) of Ordinance 528, and approved within the "Tree Protection Plan," shall be installed and/or erected prior to any tree removal activities or grading upon this site. The DEVELOPER further agrees that during all building, renovating or razing operations, such protective measures specified shall be maintained so as to prevent damage to said trees.

C. Development Activities Prohibited

It is understood and agreed that all development activities except those specifically permitted by the approved development plans that accompany this agreement shall be prohibited within the "tree protection zones" designated upon the approved development plans. It is further understood that all temporary construction activities including all digging, concrete washing, storage of construction material, debris or fill and parking of construction vehicles shall also be prohibited within designated "tree protection zones".

III. **DESIGN AND APPROVAL**

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the CITY, plans (the "Plans") describing in reasonable detail all utility systems, all storm water management systems, all parking and access controls and all other improvements necessary to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"). The plans shall include all information required by Subsection 14-103.3, (SITE DEVELOPMENT PLANS) of the Zoning Ordinance and any other details as requested by the CITY. In any instance where building construction is not proposed for a site but grading or filling activity is proposed that is sufficient to trigger the requirement for a grading plan such plan shall be prepared, submitted and approved in accordance with Subsection 14-103.4, (Grading Plans) of the Zoning Ordinance.

B. Preparation of Plans

The Plans shall be prepared by individuals licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of those persons preparing such Plans.

C. Design Criteria

The design of water and sewer improvements shall follow the State of Tennessee design criteria. Storm water management and access controls shall be designed according to applicable municipal specifications and ordinances and sound engineering judgment. In all cases, the specifications and design details for the Improvements shall be those of the CITY and those as approved by the State of Tennessee Department of Environment and Conservation. In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY'S specifications, the decision of the CITY shall be final and binding on the DEVELOPER.

IV. **COMMENCEMENT OF CONSTRUCTION**

No site grading or construction of improvements shall begin until the following events have occurred:

- A. The Plans are approved by the CITY, and all necessary facets of platting and construction plan approval, through the Planning Commission, have been completed.

- B. If required, the review fee described in Paragraph I hereof, has been paid in full.
- C. The CITY shall have received an appropriately executed Site Development Agreement.
- D. The pre-construction conference described in the attached amendment to the Fairview Zoning Ordinance Article XIV, Subsection 14-102.1, hereof, has been held.
- E. A reclamation bond in the appropriate amount has been posted.
- F. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least five (5) days prior to commencement.

V. CONSTRUCTION

A. General

The DEVELOPER agrees to construct and install all site features of the development site including utilities, parking areas, travel ways, and access control features, elements of storm water drainage systems, landscaping features and other site features in strict accordance with the approved construction plans.

B. Utilities

As a part of constructing the Improvements, the DEVELOPER shall install, in accordance with the Plans and CITY specifications, all fire lines, sewer service, and all facilities, equipment and accessories relating, thereto, necessary to provide utility service to the Project. The DEVELOPER agrees to pay the cost of all engineering, inspection and laboratory testing costs incidental to the sewer service in or to the development site. The DEVELOPER shall be responsible for the cost of any and all relocation, adjustment, modification, installation, and/or removal of utilities, both on and off site, brought about as a result of the development of the project.

C. Site Grading

1. The DEVELOPER, hereby, agrees to construct all site grading as shown on the Development plans to comply with the approved drawings, including the approved Erosion Control Plan and to comply with all rules, regulations and ordinances of the CITY.
2. The DEVELOPER further agrees to complete the work in compliance with an approved Geotechnical report for the Development. Said Geotechnical report shall be submitted to the CITY for review and approval and shall become a part of the construction documents for the Development. The approved Geotechnical report shall include the following:

specifications of the CITY. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be protected as required by the CITY to prevent erosion. In the event the CITY determines that necessary erosion control is not being provided by the DEVELOPER, the proper governing authority shall officially notify the DEVELOPER of the problem. If the DEVELOPER has not begun to provide satisfactory erosion control within fifteen (15) days after the notice then the proper governing authority shall make the necessary improvements to eliminate the erosion problems, documenting all expenses incurred performing the work.

2. Design to Manage Flow

Any and all water courses lying partially or wholly within the bounds of this development shall be constructed to adequate cross section to provide design flow without threat of erosion or flooding of any property within this development, or of any adjoining property.

3. Design of Flow Management Structures

All storm water management structures necessitated by the plans for this development that affect any water course lying partially or wholly within this development are to be provided by the DEVELOPER.

4. Detention and Retention Facilities

All detention and retention facilities situated upon a development site shall be designed, constructed, and maintained in strict conformance with approved development plans. Once installed, no detention or retention element may be altered so as to reduce the storage capacity of such facility. All detention and retention facilities shall be maintained so as to ensure proper operation and safety.

5. Responsibility and Liability

It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order, and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the development and give full assurance that same shall not adversely affect any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER.

E. Paving and Access Control Design

1. General

The DEVELOPER, hereby, agrees to design and construct all parking areas and traffic circulation facilities to meet the design standards set out in the Zoning Ordinance. (See Section 9-104, Off Street Parking Lot Design Standards.) Points of access shall be installed as shown on the approved development plan and no further alteration or modification shall be permitted unless an amended site plan is approved.

2. Paving

Vehicular parking and maneuvering areas shall be paved in accordance with approved development plans. The types of material, cross sectional area and other characteristics of paving design shall be as approved in the development plans.

3. Handicapped Access

All sites and structures shall be designed and constructed so as to comply fully with all applicable provisions of The American Disabilities Act. The number and design of handicapped parking spaces shall be in accordance with Subsection 9-104.4, (Handicapped Parking) of the Zoning Ordinance.

VI. MODIFICATIONS DURING CONSTRUCTION

It is understood and agreed that all site construction and development activity shall proceed in strict compliance with the approved site plan. It is further understood that minor modifications in the terms and conditions of the approved site plan may be made from time to time as provided in Subsection 14-103.6, (Construction to Be in Accordance with Approved Plans) of the Zoning Ordinance. It is further understood that any proposed modification that is not permitted under these provisions may be approved only as an amendment to the development plan. Finally, it is understood that any modification in site construction or development activity which exceeds the limits for minor modifications permitted in Subsection 14-103.6, shall, unless approved as an amendment to the site plan, constitute a violation of this agreement and the Zoning Ordinance of the City and is punishable as provided in Article XIV, Subsection 14-108.3.

VII. INSPECTION AND COMPLIANCE

It is understood and agreed that the DEVELOPER on at least three (3) occasions during the time construction or development activity is taking place upon any site, shall be required to certify the correspondence between actual conditions existing upon such site and the depiction of those conditions upon approved development plans. Failure to present these certifications in a timely manner will result in issuance of a "stop work" order by the City. These certifications shall be performed and signed by a licensed surveyor employed by the DEVELOPER and shall be as follows:

- A. The first certification shall be presented when the building foundation is substantially complete. The surveyor shall certify the building location and the first floor elevation of the foundation.
- B. The second certification shall be presented when the site has been rough graded to the point where the drainage system has been installed and parking areas generally established. This certification shall indicate actual location and elevations upon the site

of all buildings, parking areas and drainage facilities (specifically including the location and elevation of inlet and outlet structures). The extent of correspondence between actual conditions found upon the development site and those depicted on the approved site plan shall be indicated.

- C. The final certification shall be presented when construction upon the site is substantially complete and the building is ready for occupancy. This certification shall indicate actual conditions upon the development site. To be included are all aspects of the development project, to include, but not be limited to:
- Location and dimensions of all buildings, parking areas, points of access to public streets and other site features.
 - Location and sizes of all utilities and storm drainage facilities as established on the site.
 - Location and material (to include plant names and size were specified) of all landscaping and site plantings.

VIII. EASEMENTS

Any development plan submitted which requires dedication of right-of-way or recording of any easements shall either be accompanied by a final plat of the property shown on said plan, or shall be accompanied by a legal instrument which is sufficient in form to record in the Register of Deeds Office. This document must be recorded in the Register of Deeds Office prior to issuance of a Certificate of Use and Occupancy.

IX. VIOLATIONS and REMIDIES

It is understood that this Development Agreement is adopted pursuant to authority granted to the City by Title 13, Sections 13-7-201 – 13-7-211, Tennessee Code, to develop and administer zoning laws and that any violation of such agreement shall constitute a violation of the Zoning Ordinance of the City. It is further understood that a violation of this Development Agreement is punishable as provided in Article XIV, Subsection 14-108.3, (Penalties for Violation) of said Zoning Ordinance.

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

X. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, as appropriate.

ADDENDUM

Guaranty Agreement

SECTION 1

FOR VALUE RECEIVED, and in consideration of the commitments incurred or to be incurred in the **SITE DEVELOPMENT** Agreement or other commitments from time to time afforded or to be afforded to **AIGNEP USA**, hereinafter called the "Developer") by or its successors, endorsees, transferees and assigns (all of which are hereinafter called "Developer"), the undersigned, hereby guarantees the full and prompt payment to the City of Fairview, Tennessee, hereinafter called City, at all times hereafter of any and all indebtedness, obligations and liabilities of every kind and nature now or hereafter owing pursuant to the **SITE DEVELOPMENT** Agreement.

("SITE DEVELOPMENT, Agreement") of even date herewith, executed by the Developer (all of which are herein collectively referred to as the "Development Agreement").

This guaranty shall be continuing, absolute and unconditional, and shall apply to and cover all renewals, extensions, and modifications of the Development Agreement.

In event of the dissolution, liquidation, insolvency (however evidenced) of, or institution of bankruptcy or receivership proceedings by or against, Developer, or any guarantor or surety of Developer for all or any part of the commitments provided in the Development Agreement, all of the Indebtedness resulting from the **SITE DEVELOPMENT** Agreement to the City then existing shall, for the purposes of this guaranty and at the option of City, immediately become due and payable from the undersigned; and, in such event, any and all sums or payments of any nature which may be or become due and payable by the Developer to the City are hereby assigned to the City, and shall be collectible by the City, without necessity for other authority than this instrument, until all such Indebtedness of the Development to the City shall be fully paid and discharged, but such collection by City shall not in any respect affect, impair or diminish any other rights of City hereunder.

City may, without any notice whatsoever to anyone, sell, assign or transfer all or any part of said Indebtedness, and in that event each and every immediate and successive assignee, transferee or holder of all or any part of said Indebtedness shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as though such assignee, transferee or holder were herein by name given such rights, powers and benefits.

In the event City is required at any time to refund or repay to any person for any reason any sums collected by it on account of the obligations subject to this guaranty, the undersigned agrees all such sums shall be subject to the terms of this guaranty, and City shall be entitled to recover such sums from the undersigned notwithstanding the fact that this guaranty may have previously been returned to the undersigned or that undersigned may have previously been discharged from further liability under this guaranty.

No act or omission of any kind, or at any time, on the part of City in respect to any matter whatsoever shall in any way affect or impair this guaranty. This guaranty is in addition to, and not in substitution for or discharge of, any other guaranty held by City.

This guaranty and every part thereof shall be binding upon the undersigned, [jointly and severally,] and upon his [her] [its] [their] respective heirs, legal representatives, [successors) and assigns, as fully as though everywhere specifically mentioned, and shall be construed according to the laws of the State of Tennessee. Where the circumstances require, the singular shall refer to the plural, the plural to the singular, and the use of any gender shall be applicable to all genders. This guaranty is severable such that the invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remaining provisions.

SECTION 2.

Guaranty Unconditional. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any Other Guarantor;

(b) any modification or amendment of or supplement to any promissory note, loan agreement, contract, or other agreement, including, without limitation, any such amendment which may increase the amount of the Guaranteed Obligations guaranteed hereby;

(c) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any Collateral or any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect Collateral for the Guaranteed Obligations;

(d) any change in the corporate, [partnership or other existence,] structure or ownership of the Borrower or any Other Guarantor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Guarantor, or any of their respective assets or any resulting release or discharge of any obligation of the Guarantor;

(e) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the City, any Other Guarantor, or any other Person, whether in connection herewith or in connection with any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any Collateral or any part thereof, or any other invalidity or unenforceability relating to or against the City or any Other Guarantor, for any reason related to any provision of applicable law or regulation purporting to prohibit the payment by the Guarantor;

(g) the failure of any Guarantor to take any steps to perfect and maintain any liens or security interest in, or to preserve any rights to, any Collateral, if any;

(h) the election by, or on behalf of, any Guarantor, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code Annotated ([11 U.S.C.A. § § 101](#) et seq.) (The Bankruptcy Code), of the application of [§ 1111\(b\)\(2\) of the Bankruptcy Code](#);

(i) any borrowing or grant of a security interest by the Guarantor, as debtor-in-possession, under [§ 364 of the Bankruptcy Code](#);

(j) the disallowance, under [§ 502 of the Bankruptcy Code](#), of all or any portion of the claims of any Guarantor for repayment of all or any part of the Guaranteed Obligations;

(K) The failure of any Other Guarantor to sign or become party to this Guaranty or any amendment, change, or reaffirmation hereof; or

(l) any other act or omission to act or delay of any kind by the Guarantor, any Other Guarantor, any Lender or any other Person or any other circumstance whatsoever which might constitute a legal or equitable discharge of any Guarantor's obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

OWNER/ Guarantor

DEVELOPER/ Guarantor

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF FAIRVIEW
(COUNTY OF WILLIAMSON), TENNESSEE

BY: _____
MAYOR

DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY

DATE

RESOLUTION 51-24

A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS APPOINTING A VICE MAYOR

WHEREAS, at the first meeting of the board, and thereafter at the first meeting after a general city election, the board shall choose from its membership a member to act in the absence, inability, or failure to act of the mayor; and

WHEREAS, the vice mayor shall act as mayor during any temporary absence, inability, or failure to act of the mayor, and whenever a vacancy occurs in the office of mayor, such member shall become mayor and hold office as such for the unexpired term; and

WHEREAS, the term of this appointment follows the two-year staggered election cycle of the Board of Commissioners and continues until the first Board of Commissioners meeting following the installment of newly elected members after each regular election.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Fairview, Tennessee, the following:

The Mayor and Board of Commissioners hereby appoint _____ to serve in the role of Vice Mayor.

Passed and adopted this 5th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 52-24

A RESOLUTION AUTHORIZING THE CITY OF FAIRVIEW FIRE DEPARTMENT TO PARTICIPATE IN THE JAMES L. RICHARDSON “DRIVER TRAINING” MATCHING GRANT PROGRAM

WHEREAS, the safety and well-being of the employees of the City of Fairview is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Fairview employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a *“Driver Training” Matching Grant Program*; and

WHEREAS, the City of Fairview now seeks to participate in this important program.

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

SECTION 1. That the City of Fairview is hereby authorized to submit application for a *“Driver Training” Matching Grant Program* through Public Entity Partners.

SECTION 2. That the City of Fairview is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Passed and adopted this 5th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 53-24

A RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION FOR THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM FOR FUNDING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS WELL AS SUPPORT FOR THE REQUIRED MATCHING FUNDS FROM THE CITY OF FAIRVIEW

WHEREAS, the purpose of the Assistance to Firefighters Grant (AFG) Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by providing direct financial assistance to eligible fire departments for critically needed resources to equip and train emergency personnel, enhance operational efficiencies, foster interoperability, and support community resilience; and

WHEREAS, the Fairview Fire Department is seeking such assistance to purchase SCBA (Self Contained Breathing Apparatus) gear to remain in compliance with NFPA recommended standards and maintain the safety of Fairview firefighters; and

WHEREAS, the Fairview Fire Department wishes to apply for \$250,768.08 in AFG funds for this purpose; and

WHEREAS, because the grant is a 95/5 match, the Board of Commissioners commits to provide \$11,941.34 in matching funds should the application be successful.

NOW, THEREFORE, BE IT RESOLVED the City of Fairview, Tennessee, Board of Commissioners supports the submission of an application for \$250,768.08 in funding to the Assistance to Firefighters Grant Program to purchase SCBA gear for the Fairview Fire Department and supports \$11,941.34 in matching funds.

Passed and adopted this 5th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 54-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, CONFIRMING THE APPOINTMENT OF ONE (1) CITIZEN TO THE PARKS AND LANDSCAPE BOARD

WHEREAS, the City of Fairview Board of Commissioners is authorized by the City Charter to create Boards, Commissions, and Authorities as the Mayor and Board of Commissioners deem necessary; and

WHEREAS, the Parks and Landscape Board was created by Ordinance 2024-07 as a volunteer advisory board ; and

WHEREAS, the City of Fairview Parks and Landscape Board consists of nine (9) members, including one (1) member of the chief legislative board.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby confirm the appoint of the following member to the Parks and Landscape Board with the associated term of service:

	Term Expiring 6/30/2027
--	-------------------------

Passed and adopted this the 5th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

CITY OF FAIRVIEW PARKS AND LANDSCAPE BOARD APPLICATION

- The Parks and Landscape Board for the City of Fairview consists of nine (9) members.
- All members of the Parks and Landscape Board serve without compensation.
- The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks and Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

I am new to the community and would like to
get involved. Preservation of greenspace is important
as a community continues to grow.

Name: DALE LIEDL

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

Cell: [REDACTED]

Signature: Dale Liedl

Date/Time: 23 OCT 2024 /1400

All applications must include proof of residency and voter registration. All applications must be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission. Applications will be kept on file for a period of one year.

CITY OF FAIRVIEW PARKS AND LANDSCAPE BOARD APPLICATION

- The Parks and Landscape Board for the City of Fairview consists of nine (9) members.
- All members of the Parks and Landscape Board serve without compensation.
- The members are selected by the Board of Commissioners and shall serve a three (3) year term.
- The Parks and Landscape Board meets the first Monday of each month at 7:00 p.m. at Historical Village.
- Please attach proof of city residency and voter registration.

Community involvement or any information you would like to share with the Board:

My name is Kevin Lindsey and I live at [REDACTED] since 2000. I remember back in the 80's working with PWHAT-Pleasure Walking Horse Association of Tn in clearing trails at Bowie Park. Back then, I thought this was an awesome park and still want to make sure it stays that way. I am interested in the future of Parks, within the city, and would like to be involved or give suggestions on how it grows for future generation. Over the past 10 years or up to COVID, I was the assistant and head basketball coach at Fairview Middle School for girls and boys. I have one daughter that is the senior home coming queen at Fairview High so I am still active in the school side of activities. I have given countless hours of volunteering in our county and city of Fairview. My background is in Parks, as have worked for the city of Franklin since 2005 to current. I oversee the Facilities and Maintenance Divisions and the Research and Planning Specialist for the Parks Department. I also set on the cities Design Review Team for all development projects that come in for review in Franklin. I apply the cities Parkland Ordinance for Parks which, raises money for the acquisition of new parks to be built in the city as BOMA approves capital projects. I would like to serve on this committee as I feel my 20 years of experience should be of some value to this wonderful growing community.

Name: Kevin Lindsey

Address: [REDACTED]

Telephone: [REDACTED]

E-mail: [REDACTED]

Cell: [REDACTED]

Signature: Kevin Lindsey

Date/Time: 11-20-24

All applications must include proof of residency and voter registration. All applications must be signed and dated. Any application received that does not have the required documentation will not be considered for appointment to any board or commission. Applications will be kept on file for a period of one year.

RESOLUTION 55-24**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING TEAM CONSTRUCTION LLC TO PERFORM OPEN-CUT EXCAVATION ALONG CHESTER ROAD**

WHEREAS, Team Construction LLC has requested to install a gas line to serve properties within the area of Chester Road; and

WHEREAS, the Board of Commissioners may grant authorization for Team Construction LLC to utilize an open-cut excavation within the right-of-way and within the edges of pavement; and

WHEREAS, the location documents are attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize Team Construction LLC to perform open-cut excavation along Chester Road beginning at the Cherokee Hill Subdivision and extending to the Reserves on Chester Subdivision.

Passed and adopted this the 5th day of December, 2024.

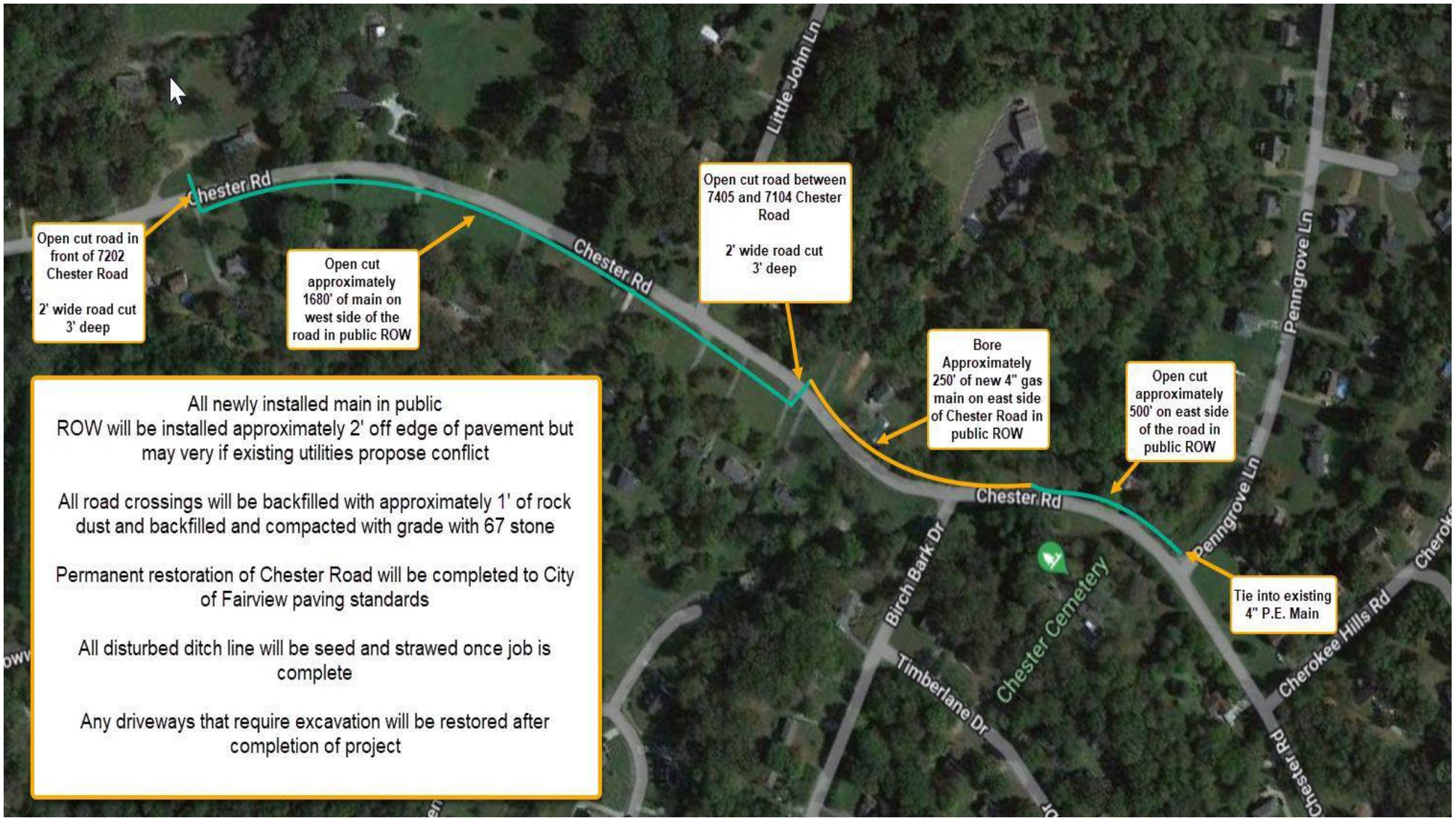
Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney



Open cut road in front of 7202 Chester Road
2' wide road cut
3' deep

Open cut approximately 1680' of main on west side of the road in public ROW

Open cut road between 7405 and 7104 Chester Road
2' wide road cut
3' deep

Bore
Approximately 250' of new 4" gas main on east side of Chester Road in public ROW

Open cut approximately 500' on east side of the road in public ROW

Tie into existing 4" P.E. Main

All newly installed main in public ROW will be installed approximately 2' off edge of pavement but may vary if existing utilities propose conflict

All road crossings will be backfilled with approximately 1' of rock dust and backfilled and compacted with grade with 67 stone

Permanent restoration of Chester Road will be completed to City of Fairview paving standards

All disturbed ditch line will be seed and strawed once job is complete

Any driveways that require excavation will be restored after completion of project



Team Construction LLC shall be responsible for permanently restoring or replacing street, roadway and right-of-way items damaged as a consequence of any construction operations in kind, or conforming to current standards as approved by the city manager, city engineer, public works director, or their designee. Team Construction LLC shall guarantee the restoration/replacement against defects in material and workmanship for a period of one (1) year from the date of acceptance by the City of Fairview, Tennessee, and shall replace any defective work at the written directive of the city manager or public works director of Fairview, Tennessee.

Prior to permanent surfacing the pavement shall be saw cut an additional twelve (12) feet on each side of the trench walls, milled, and resurfaced in accordance with the City of Fairview Street Standards. Saw cut and repair shall be extended the full lane width for excavations encroaching upon less than one-half (1/2) of the impacted travel lane width. Saw cut and repair shall be extended the full roadway width for excavations encroaching upon more than one-half (1/2) of the impacted travel lane width.

Temporary resurfacing shall be provided by Team Construction LLC from the time of excavation until final restoration and resurfacing. Temporary resurfacing shall be completed in accordance with the City of Fairview Street Standards. The temporary surface material shall be placed and compacted to provide smooth even surface for the safe passage of pedestrian traffic and safe vehicular travel at the legal posted speed. The permit holder shall maintain the temporary paving for the entire period of time until the permanent restoration shall be made. In appropriate instances the City of Fairview, Tennessee may require the permit holder to top off cold-mix with sand to prevent the cold mix from sticking to the feet of pedestrian traffic. (f) Permanent restoration of the pavement structure shall be completed in accordance with the City of Fairview Street Standards. (g) All temporary resurfacing shall be maintained for the safety of pedestrian and vehicular traffic until the permanent, restoration is made. Team Construction LLC shall erect and maintain warning signs, barriers, lights, as specified in the current edition of the MUTCD until a permanent surfacing has been installed.

RESOLUTION 56-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, TO ADOPT THE 2024 WILLIAMSON COUNTY HAZARD MITIGATION PLAN

WHEREAS, the participating jurisdictions of Williamson County have worked together to develop a strategy known as the Multi-Hazard Mitigation Plan to improve disaster resistance in the planning area; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA2000) pursuant 44 CFR Part 201 and the Federal Emergency Management Agency (FEMA) requires communities to adopt an approved hazard mitigation plan in order to be eligible to receive pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the participating jurisdiction has participated in the hazard mitigation plan by the formation of a Multi-Hazard Mitigation Planning Committee (MHMPC); and

WHEREAS, the MHMPC recommends the formal adoption of the Williamson County Multi-Hazard Mitigation Plan dated 10/16/2024 by the passing of this resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Fairview, Tennessee, in the regular session assembled, that:

Section 1: The Mayor and Board of Commissioners of the City of Fairview, Tennessee, hereby approves and adopts the updated Multi-Hazard Mitigation Plan in its entirety with projects as adopted by the MHMPC; and agrees to be governed by the Multi-Hazard Mitigation Plan dated 10/16/2024 attached hereto and incorporated.

Section 2: The Mayor and Board of Commissioners of the City of Fairview, Tennessee, authorizes the appropriate participating officials to pursue funding opportunities for the implementation of proposals designated therein; and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the hazard mitigation plan.

Section 3: The Mayor and Board of Commissioners of the City of Fairview, Tennessee, will continue to cooperate and participate in the hazard mitigation planning process, holding regular meetings, including reporting progress as required by FEMA, the Tennessee Emergency Management Agency (TEMA), and the MHMPC.

Passed and adopted this 5th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 57-24**A RESOLUTION AWARDING THE BID TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, CUNNINGHAM CONSTRUCTION & DEVELOPMENT LLC FOR THE ARPA STORMWATER IMPROVEMENT PROJECTS**

WHEREAS, the City of Fairview recently solicited bids for the ARPA stormwater improvement projects within the corporate limits of the City of Fairview; and

WHEREAS, the city publicly advertised for bids with a bid opening date of November 22, 2024; and

WHEREAS, Cunningham Construction & Development LLC, was the lowest responsive and responsible bidder with a base bid of \$1,288,700.00; and

WHEREAS, the following is the scope of work to be completed.

1. Northwest Highway Stormwater Improvements (4 Locations)

- a. Approximately 7307 Northwest Highway
- b. Approximately 7281 Northwest Highway
- c. Approximately 7282 Northwest Highway
- d. Approximately 7273 Northwest Highway

2. Chester Rd Stormwater Improvements (3 Locations)

- a. Approximately 7175 Chester Rd
- b. Approximately 7702 Chester Rd
- c. Approximately 7710 Chester Rd

3. Horn Tavern Rd Stormwater Improvements (1 Location)

- a. Approximately 7304 Horn Tavern Rd

NOW, THEREFORE BE IT RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, accepts the bid submitted by Cunningham Construction & Development LLC in the amount of \$1,288,700.00 and hereby authorizes this work to be completed.

Passed and adopted this 5th day of December, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

ORDINANCE 2024-17

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING A 1.27 (+/-) ACRE PORTION OF THE 5.60 (+/-) ACRE PARCEL LOCATED AT 7103 WILEY CIRCLE, CONSISTING OF WILLIAMSON COUNTY TAX MAP 042H GROUP C, PARCEL 008.00, FROM C-1 (COMMERCIAL ZONING DISTRICT) TO RS-8 (SINGLE FAMILY RESIDENTIAL ZONING DISTRICT), PROPERTY OWNER: WILEY CIRCLE INVESTMENT

WHEREAS, the City of Fairview zoning ordinance, and the zoning maps therein adopted be, and the same are hereby amended by rezoning the property herein described as a 1.27 (+/-) acre portion of the 5.60 (+/-) acre parcel of property consisting of Williamson County tax map 042H group C, parcel 008.00, located at 7103 Wiley Circle, from C-1 (Commercial Zoning District) to RS-8 (Single Family Residential Zoning District), property owner: Wiley Circle Investment; and

WHEREAS, said property to be rezoned from C-1 to RS-8 is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on November 12, 2024, with a **positive** recommendation for approval without conditions; and

WHEREAS, that all ordinances or parts of ordinances in conflict are hereby repealed; and

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

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning a 1.27 (+/-) acre portion of the 5.60 (+/-) acre parcel of property consisting of Williamson County tax map 042H group C, parcel 008.00, located at 7103 Wiley Circle, from C-1 (Commercial Zoning District) to RS-8 (Single Family Residential Zoning District), as requested by owner Wiley Circle Investment, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

Published for public notice on: _____ In: _____

ORDINANCE NO. 2024-18**AN ORDINANCE FOR AN AMENDMENT TO THE CITY OF FAIRVIEW,
TENNESSEE, BUDGET FOR FISCAL YEAR 2024 – 2025 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 2024 – 2025 (beginning July 1, 2024, and running through June 30, 2025) 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 2024 – 2025 budget by passage of Ordinance Number 2024-08 on June 6, 2024, 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 2024-2025 BUDGET AS FOLLOWS:

Section 1. Ordinance 2024-08 is hereby amended to reflect increased General Fund revenue and expenditures of \$176,380, the allocation of \$25,000 of 2021-B Bond funds for a total change in General Fund allocation of \$201,380.

The State Street Aid fund reflects decreased expenditures of \$94,500.

All funds reflect a total allocation increase of \$106,880.

Acct	Funtion	Obj		Debit		Credit
121	27100					94,500
112	32140			91,950		
113	27100					40,000
300	33870			22,000		
110	32610			127,430		
110	41113	201		100		
110	41113	202		100		
110	41113	258		2,000		
110	41113	270		750		
110	41113	299		250		
110	41113	310		100		
110	41113	311		100		
110	41113	378		500		
110	41113	948		1,000		
110	41114	401		250		
110	41114	147		500		
110	41114	187				4,500
110	41114	206				1,000
110	41114	208				300
110	41114	218				500
110	41114	236		2,000		
110	41114	240				4,000
110	41114	245		5,000		
110	41114	261				2,000
110	41114	272				1,000
110	41114	273		5,000		
110	41114	275		3,000		
110	41114	278		2,500		
110	41114	280		1,000		
110	41114	282		1,000		
110	41114	283		500		
110	41114	299				3,000
110	41114	302				500
110	41114	307		500		
110	41114	308		2,000		
110	41114	309		1,000		
110	41114	325		7,000		
110	41114	331				500
110	41114	519				75,000
110	41114	526		10,000		
110	41114	528				30,000
110	41114	948				16,500
110	41114	964				15,000
110	41210	110		18,325		
110	41210	124		2,000		
110	41210	141		1,260		
110	41210	142		295		
110	41210	143		2,754		
110	41210	201		500		

Acct	Funtion	Obj		Debit		Credit
110	41210	202		500		
110	41210	280		250		
110	41210	282		250		
110	41210	307				500
110	41210	308				250
110	41210	309				3,000
110	41210	378		250		
110	41500	201		150		
110	41500	202		150		
110	41500	210				2,000
110	41500	281		3,000		
110	41500	282		200		
110	41500	299		250		
110	41500	302		250		
110	41500	309		500		
110	41500	310		500		
110	41500	948				850
110	41711	112		1,000		
110	41711	141		37		
110	41711	142		9		
110	41711	143		136		
110	41711	168				400
110	41711	401		1,000		
110	41711	214		100		
110	41711	215		100		
110	41711	216		100		
110	41711	220				500
110	41711	221		100		
110	41711	222		100		
110	41711	255				15,000
110	41711	258				2,000
110	41711	276		8,000		
110	41711	280		250		
110	41711	282		250		
110	41711	299		500		
110	41711	300		500		
110	41711	307		500		
110	41711	310				500
110	41711	311				1,000
110	41711	315		100		
110	41711	316		100		
110	41711	324		250		
110	41711	331		500		
110	41711	378		800		
110	41711	454		250		
110	41711	948				500
110	41711	494				75,000
110	41711	994		350,000		
110	42100	112		5,000		

Acct	Funtion	Obj		Debit		Credit
110	42100	132				17,600
110	42100	141				781
110	42100	142				183
110	42100	143		678		
110	42100	201		250		
110	42100	202		1,000		
110	42100	220		500		
110	42100	236		1,000		
110	42100	258		5,000		
110	42100	261		10,000		
110	42100	269				40,000
110	42100	282		2,000		
110	42100	283		2,000		
110	42100	296		1,500		
110	42100	299		2,100		
110	42100	302		1,000		
110	42100	303		500		
110	42100	308		4,000		
110	42100	327		1,000		
110	42100	331		5,000		
110	42100	368		5,000		
110	42100	370		1,000		
110	42100	371		500		
110	42100	375		1,000		
110	42100	377				4,000
110	42100	378				8,000
110	42100	379				3,000
110	42100	382		1,000		
110	42100	387				4,800
110	42100	394				2,700
110	42100	948		2,500		
110	42100	207		35,000		
110	42100	920				250,000
110	42100	921				10,000
110	42100	901				5,000
110	42100	902				2,000
110	42100	939				15,300
110	42200	110				76,680
110	42200	116		1,000		
110	42200	141				4,692
110	42200	142				1,097
110	42200	143				10,255
110	42200	203				3,000
110	42200	205		1,000		
110	42200	208		3,000		
110	42200	220		500		
110	42200	240		1,000		
110	42200	280		1,000		
110	42200	282		1,500		

Acct	Funtion	Obj		Debit		Credit
110	42200	283		500		
110	42200	299		5,000		
110	42200	302		5,000		
110	42200	308				500
110	42200	309		1,500		
110	42200	331		1,000		
110	42200	370		1,000		
110	42200	380				750
110	42200	424				4,000
110	42200	436				500
110	42200	452				7,000
110	42200	207		50,000		
110	42200	421				100,000
110	42200	909		9,000		
300	42200	421		3,000		
110	43000	110		54,610		
110	43000	112				10,000
110	43000	141		2,766		
110	43000	142		647		
110	43000	143		6,045		
110	43000	240		2,000		
110	43000	280		150		
110	43000	282		750		
110	43000	331		2,000		
110	43000	378		1,000		
110	43000	450		500		
110	43000	451		500		
110	43000	452		1,000		
110	43000	453		1,000		
110	43000	460		2,000		
110	43000	468		2,500		
110	43000	470		2,000		
110	43000	473		1,000		
110	43000	948		1,000		
300	43000	266				5,000
121	43000	247		3,000		
121	43000	342		5,000		
121	43000	931		25,000		
121	43000	940		76,500		
121	43000	944				15,000
110	44700	110		21,294		
110	44700	112				1,000
110	44700	141		1,258		
110	44700	142		294		
110	44700	143		2,750		
110	44700	401		500		
110	44700	201		500		
110	44700	202		150		
110	44700	220		100		

Acct	Funtion	Obj		Debit		Credit
110	44700	240				1,000
110	44700	258		250		
110	44700	261		2,000		
110	44700	262		2,000		
110	44700	282		750		
110	44700	302		500		
110	44700	308				300
110	44700	309		1,000		
110	44700	324				1,500
110	44700	342		1,000		
110	44700	378		3,500		
110	44700	450		2,500		
110	44700	452		5,000		
110	44700	454				500
110	44700	462		1,000		
110	44700	470		9,250		
110	44700	478		5,500		
110	44700	479		1,500		
110	44700	489		1,200		
110	44700	497		2,500		
110	44700	498		6,000		
110	44700	941				100,000
110	44700	440		27,500		
110	44700	942		20,000		
112	44700	440				27,500
112	44700	450				2,500
112	44700	452				5,000
112	44700	462				1,000
112	44700	470				9,250
112	44700	478				5,500
112	44700	479				1,500
112	44700	488				30,000
112	44700	489				1,200
112	44700	497				2,500
112	44700	498				6,000
113	44700	533		40,000		
300	44700	488				20,000
				1,207,888		1,207,888

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

ORDINANCE 2024-19

**AN ORDINANCE OF THE CITY OF FAIRVIEW,
TENNESSEE, APPROVING AN AMENDMENT TO THE ZONING ORDINANCE
SECTION 6-102.10 GENERAL EXCEPTIONS TO HEIGHT REGULATIONS, SECTION
8-103.3(1) GENERAL EXCEPTIONS TO HEIGHT REGULATIONS AND SECTION 9-
103.3(1) GENERAL EXCEPTIONS TO HEIGHT REGULATIONS TO PROVIDE
CLARITY TO PERMITTED EXCEPTIONS TO HEIGHT REGULATIONS AND TO
PROVIDE A HEIGHT EXCEPTION FOR ALL LAND USES WITHIN THE
COMMUNITY FACILITIES LAND USE CATEGORY AS LISTED IN SECTION 3-
103.2.**

WHEREAS, the Fairview Zoning Ordinance permits exceptions to the height regulations within all residential, commercial, and industrial zone districts, and

WHEREAS, the exceptions to height did not provide clarity on all potential situations and scenarios that may qualify for an exception of prescribed height regulations, and

WHEREAS, land uses within the Community Facilities land use category are permitted in residential, commercial, and industrial zone districts, and

WHEREAS, the Community Facilities land use category permits numerous land uses and associated buildings and structures that meet the requirements for an exception to height regulations, and

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF
COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, THAT THE CITY
OF FAIRVIEW ZONING ORDINANCE IS HEREBY AMENDED AS FOLLOWS:**

6-102.10 General Exceptions to Height Regulations

1. General Exceptions to Height Regulations: Residential Zone Districts

The maximum height regulations contained in all residential zone district bulk regulations shall not apply to church spires, belfries, cupolas, domes, radio towers, flag poles, water tanks, silos, grain elevators, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level of a building and not intended for human occupancy. Additionally, the maximum height regulations contained in any residential zone district bulk regulations shall not apply to any land use found within the Community Facilities Activity classification as found in Section 3-103.2 of this ordinance.

8-103.3 Height Regulations

1. General Exceptions to Height Regulations: Commercial Zone Districts

The maximum height regulations contained in all commercial zone district bulk regulations shall not apply to church spires, belfries, cupolas, domes, radio towers,

flag poles, water tanks, silos, grain elevators, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level of a building and not intended for human occupancy. Additionally, the maximum height regulations contained in any commercial zone district bulk regulations shall not apply to any land use found within the Community Facilities Activity classification as found in Section 3-103.2 of this ordinance.

9-103.3 Height Regulations

- 1. General Exceptions to Height Regulations: Industrial Zone Districts
The maximum height regulations contained in all industrial zone district bulk regulations shall not apply to church spires, belfries, cupolas, domes, radio towers, flag poles, water tanks, silos, grain elevators, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level of a building and not intended for human occupancy. Additionally, the maximum height regulations contained in any industrial zone district bulk regulations shall not apply to any land use found within the Community Facilities Activity classification as found in Section 3-103.2 of this ordinance.

Passed 1st Reading: _____

Passed 2nd Reading: _____

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney