

RESOLUTION 72-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AGREEMENT BETWEEN JOURNEY RESURRECTION, LLC. AND THE CITY OF FAIRVIEW, TENNESSEE

WHEREAS, the City of Fairview desires to retain Resurrection – A Journey Tribute as entertainment for Fairview’s July 3rd, 2024, Celebration; and

WHEREAS, the parties have negotiated an agreement for said entertainment services, which is attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, that the mayor be authorized and directed to execute the CONTRACT AGREEMENT BETWEEN JOURNEY RESURRECTION, LLC. AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this 7th day of December, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESURRECTION

A JOURNEY TRIBUTE

207 Pearl Street, Franklin, TN 37064 ■ (615) 294-8463

ARTIST NAME: Resurrection - A Journey Tribute

RESPONSIBLE PARTY: Journey Resurrection, LLC

This contract ("Contract") is effective as of the 25th day of OCTOBER 2023 (the "Effective Date") by and between
Journey Resurrection, LLC (herein referred to as ARTIST)
and CITY OF FAIRVIEW (herein referred to as PURCHASER) (collectively the "Parties").

Show Date: 7/3/2024

Venue:

Venue Address:

Venue City: FAIRVIEW

Venue State: TN Zip:

Event Contact: RICHARD ROSS 615-310-0255

Venue Website: rross@fairview-tn.org

Production Contact:

Production Phone:

Production Email:

Hotels: NONE

Number of Shows: 1

Performance Time: TBD

Show Length: 90 min (plus encore)

Time of Doors:

Billing/Position: OPENER

Building Capacity:

Outdoor: Yes Covered: Yes

Radius Clause:

Merchandise: Artist % 100 House%

Who Sells: Artist

Applicable Tax %:

Total:

TERMS

Guarantee: \$8500
Deposit: \$2500 Due: 12/15/2023
Balance Due Date of Show:
Terms: flat guarantee

TICKETS

TICKETS	COMPS	PRICE	EXTENDED
Level 1:	<u>10</u>		
Level 2:			
Gross:			

Deposits shall be made payable to: Journey Resurrection, LLC by Cashier's/Certified Check or Company/Business Check and mailed to 207 Pearl Street, Franklin, TN 37064. BALANCE is due UPON ARRIVAL day of show and hand-delivered to Victor White in a sealed envelope. (Acceptable payments included Cash, Cashier's Check, or Company/Business Check and made payable to: Journey Resurrection, LLC.)

Additional Provisions on Contract: CONTRACT STIPULATIONS: PURCHASER shall: 1.) Provide / pay for stage, sound, lights per ARTIST Technical Rider and/or ARTIST Backline Requirements specifications. 2.) Provide / pay for Hospitality Rider requirements mutually agreeable between ARTIST & PURCHASER. 3.) Provide / pay for hotel as negotiated: Six (6) hotel rooms for one (1) to two (2) nights based on travel schedule (see Hospitality Rider). Technical Rider, Backline Rider, and Hospitality Rider are incorporated herein, attached hereto and expressly made part of this Contract.

This engagement shall not be advertised or publicized in any manner or form until this Contract is fully executed by both Parties or Purchaser obtains written approval of ARTIST. PURCHASER must sign and return this Contract and provide the above-referenced deposit within thirty (30) days of the Effective Date. We acknowledge and confirm that we have read and approved the terms and conditions set forth in this Contract. Riders attached hereto are hereby fully incorporated and made a part hereof.

The person(s) signing on behalf of PURCHASER and ARTIST warrant and guarantee that they are fully authorized to bind the Parties hereto and additionally agree to be personally, jointly and severally liable for the terms of this Contract which constitutes a complete and binding agreement between PURCHASER and ARTIST.

Purchaser:
Signatory:

Artist: Resurrection - A Journey Tribute
Signatory: Victor White, Owner dba Journey Resurrection, LLC

Signature:
Address:
City / State / Zip:
Phone:
Email:

Signature:
Address: 207 Pearl Street
City / State / Zip: Franklin, TN 37064
Phone: (615) 294-8463
Email: booking@notjourney.com

The person(s) signing for PURCHASER and ARTIST agree to be personally, jointly, and severally liable for the terms of this contract which constitutes a complete and binding agreement between PURCHASER and ARTIST.

PURCHASER'S Initials -
ARTIST'S Initials -

RESOLUTION 73-23

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY INTO THE CITY OF FAIRVIEW BY OWNER CONSENT WITH RS-40 ZONING AND APPROVING A PLAN OF SERVICES. (7857 & 7859 CROW CUT ROAD, 10.07 (+/-) ACRES, MAP 018, PARCELS 026.10 & 026.04)

Tax Map 018, Parcels 026.10 and 026.04

10.07 (+/-) Acres

7857 & 7859 Crow Cut Road

Requested Zoning: RS-40

Owner: Paul Creed and Karla Ann Creed

WHEREAS, the City of Fairview, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and within its urban growth boundaries by owner consent; and

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

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

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

- A. That a public hearing is hereby scheduled for 7:00 pm on January 4, 2024, at Fairview City Hall on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

7857 Crow Cut Road

Land in Williamson County, Tennessee, being a tract of land as shown on Property Map 18, Assessor's Office and lying wholly within the 1st Civil District of Williamson County, Tennessee. Bounded in general by Crow Cut Road on the south; Lankford and Allen Tract 2 Jerry Wilson Anderson on the west; Lankford and Allen Division Tract 7 and Raccoon Branch on the north; Lankford and Allen Division Tract 4 on the east, more particularly described as follows:

Beginning at a point in the center of Crow Cut Road located N 31 deg. 25' 14" E 212.35' from a spike in the center of said road in Jerry Wilson Anderson's east line (ref. Deed Book 1402, Page 158, R.O.W.C.), thence leaving Crow Cut Road and with the common line of Lankford and Allen's Tract 2, N 51 deg. 28' 38" W passing an existing witness iron pin at 25.00' in all 111.06' to an existing iron pin in Jerry Wilson Anderson's east line; thence leaving Tract 2 and with Anderson's east line N 05 deg. 25' 58" E passing the center of a 25' ingress-egress easement at 195.43' and a witness iron pin set at 1224.24' in all 1249.24' to a point in the East Raccoon Branch; thence leaving Anderson and up the center of Raccoon Branch and with Lankford and Allen Tract 7, S 79 deg. 56' 18" E 83.33' to a point; thence S

78 deg. 17' 29" E 52.96' to a point , common corner of Lankford and Allen Tract 4; thence leaving Tract 7 and Raccoon Branch and with the west line of Tract 4, S 01 deg. 33' 41" W passing a witness iron pin at 25.00' and the center of the aforementioned 25' easement at 1054.56' and a witness iron pin set at 1104.30' in all 1139.73' to a point in the center of Crow Cut Road: thence leaving Tract 4 and with the center of Crow Cut Road and a curve to the left having the following characteristics: Delta=02 deg. 44' 50", Radius=631.73'; ARC=30.29'; Tangent=15.15'; Chord=S 43 deg. 55' 56" W 30.29' to a point; thence S 42 deg. 33' 34" W 110.71 to a point; thence with a curve to the left having the following characteristic: Delta=04 deg. 02' 12"; Radius= 837.44'; ARC=59.00'; Tangent=29.51'; Chord=S 40 deg. 32' 29" W 58.99' to a point of beginning , containing 5.06 acres, more or less and being a portion of Billy L. Lankford Et Ux as recorded in Deed Book 1832, Page 538, Register's Office, according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7111-B Sweetgum Road SW, Fairview, Tennessee 37062 and dated June 14, 1999.

The above described tract is subject to a 25' ingress-egress easement in favor of Jerry Wilson Anderson running through the southern portion of said property to the east line of Anderson described as follows: Commencing at the southeast corner of the above tract in the center of Crow Cut Road thence N 01 deg. 33' 41" E 85.17' to a point of beginning for the center of a 25' ingress-egress easement, thence leaving the point of beginning N 76 deg. 55' 25" W 18.47' to a point; thence N 79 deg. 53' 21" W 97.39' to a point; thence N 87 deg. 16' 43" W 91.53' to a point in Jerry Wilson Anderson's East line.

Being the same property conveyed to Randy L. Beck and wife, Mary M. Beck, by Warranty Deed from Dan Ellis and wife, Dianne Ellis, dated April 20, 2011, of record in Book 5310, Page 60, Register's Office for Williamson County, Tennessee. Randy L. Beck died on September 16th, 2018, leaving Mary M Beck as his surviving spouse.

7859 Crow Cut Rd

A certain tract or parcel of land in Williamson County, State of Tennessee, described as follows, to-wit: Being a tract of land as shown on Property Map 18, Assessor's Office, and lying wholly within the 1st Civil District of Williamson County, Tennessee, bounded in general by Crow Cut Road on the south, Lankford and Allen Tract 3 on the west; Lankford and Allen Division Tract 7 and Raccoon Branch on the north; Lankford and Allen division Tract 5 on the east, being more particularly described as follows: Beginning at a point in the center of Crow Cut Road located N 36 deg. 38' 03" E 410.48' from a spike in the center of said road in Jerry Wilson Anderson's east line (ref. Deed Book 1402, Page 158, R.O.W.C.), thence leaving Crow Cut Road and with the common line of Lankford and Allen's Tract 3, N 01 deg. 33' 41" E passing an existing witness iron pin at 35.44' and the center of a 25' ingress-egress easement at 85.17' and a second witness iron pin at 1114.73 in all 1139.73' to a point in the center of East Raccoon Branch, thence leaving Tract 3 and up the center of Raccoon Branch and with Lankford and Allen Tract 7, S 78 deg. 17' 29" E 34.22' to a point; thence S 86 deg. 43' 06" E 203.17 ' to a point, being the common corner of Lankford Tract 5; thence leaving Tract 7 and Raccoon Branch and with the west line of Tract 5, S 04 deg. 49' 22" W passing a witness iron pin at 25.00' and a witness iron pin set at 963.22' in all 993.80' a point in the center of Crow Cut Road; thence leaving Tract 5 and with the center of Crow Cut Road S 59 deg. 39' 50" W 67.92' to a point; thence with a curve to the left having the following characteristics: Delta=14 deg. 21' 25"; Radius=631.73'; ARC=158.30'; Tangent=79.57'; Chord=S 52 deg. 29' 05" W 157.88' to the point of beginning, containing 5.02 acres, more or less according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7111-B Sweetgum Road SW, Fairview, Tennessee 37062 and dated June 14, 1999.

The above-described tract is subject to a 25 feet ingress-egress easement in favor of Jerry Wilson Anderson (ref. Deed Book 1402, Page 158, R.O.W.C.) running from the common line of Tract 3 and Tract 4 to the center of Crow Cut Road described as follows: Commencing at a point in the center of Crow Cut Road, the southwest corner of the above tract thence leaving said road N 01 deg. 33' 41" E 85.17" to a point in the center of a 25' ingress-egress easement, thence with the center of said easement S 76 deg. 55' 25" E 79.83' to a point in the center of Crow Cut Road.

Being the same property conveyed to Randy L. Beck and wife, Mary M. Beck, by Warranty Deed from Billy L. Lankford and James E. Allen, and their spouses, Marjorie S. Lankford and Mattie R. Allen, dated March 17, 2000, of record in Book 1973, Page 801, Register's Office for Williamson County, Tennessee. Randy L. Beck died on September 16th, 2018, leaving Mary M. Beck as his surviving spouse.

- B. That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the Plan of Services, shall be promptly sent to the last known address listed in the office of the Williamson County property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.
- C. That a copy of this Resolution shall also be published by posting copies of it in at least three (3) public places in the territory proposed for annexation and in a like number of public places in the City of Fairview, and by publishing notice of the Resolution at or about the same time in Main Street Fairview, a newspaper of general circulation in such territory and the City of Fairview.
- D. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the Plan of Services shall be published in a newspaper of general circulation in the City of Fairview not less than fifteen (15) days before the hearing, which notice included the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing.
- E. That written notice of the proposed annexation shall be sent to the affected school system as soon as possible, but in no event less than thirty (30) days before the public hearing.

SECTION 1: PLAN OF SERVICES

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

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

Section 1. Pursuant to the provisions of **TCA 6-51-102**, there is hereby adopted, for the

area bounded as described above, the following plan of Services:

Police

Patrolling, radio response to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation.

Fire

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

Water

Water for domestic, commercial, and industrial use may be provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures.

The City of Fairview, Tennessee, does not provide this service.

Water for fire protection may be provided and water lines and fire hydrants will be installed by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures.

The City of Fairview, Tennessee, does not provide this service.

Any private, domestic, commercial, and industrial water sources shall be maintained by the landowner and shall be constructed to meet the terms and standards for Williamson County and the State of Tennessee.

Sanitary Sewers

Sanitary Sewer Service may be serviced by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures.

The City of Fairview, Tennessee, does not provide this service.

Where Sanitary Sewer Service is not provided, an individual sewer disposal system shall be required for residential and non-residential occupied structures. If public sewer facilities are not available and individual disposal systems are proposed, the individual disposal system, including the size of the septic tank and size of the tile fields or other secondary treatment device shall be approved by the County Health Department.

Refuse Collection

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

Streets

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

Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

Schools

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

Inspection Services

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

Planning and Zoning

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

Public Works

Services provided by the Public Works department will be extended to the annexed area on the effective date of annexation to include seasonal chipper and leaf pick up. Reference the city’s website for pickup times and specific information regarding what qualifies for this service.

Street Lighting

Existing street lighting will continue to be maintained by the utility provider in the annexed area.

Recreation

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

Miscellaneous

Any other service(s) not classified under the foregoing headings will be in accordance with the standards prevailing in the City of Fairview, Tennessee.

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

Aye __, Nay 7, Not voting 2.

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

SECTION 2: LOCATION MAP



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

Lisa Anderson, Mayor

December 7, 2023

Date:

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

ORDINANCE 2023-11**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 4.35 ACRES OF PROPERTY LOCATED AT 621 HWY 96, CONSISTING OF WILLIAMSON COUNTY TAX MAP 022P GROUP B, PARCEL 007.00, COMMERCIAL GENERAL (CG) TO RM-8 MULTI-FAMILY RESIDENTIAL, PROPERTY OWNER: SM COMMERCIAL, LLC.**

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 4.35 Acres of property consisting of Williamson County Tax Map 022P Group B, Parcel 007.00, located at 621 Hwy 96, from Commercial General (CG) to RM-8 Multi-Family Residential, Property Owner: SM Commercial, LLC; and

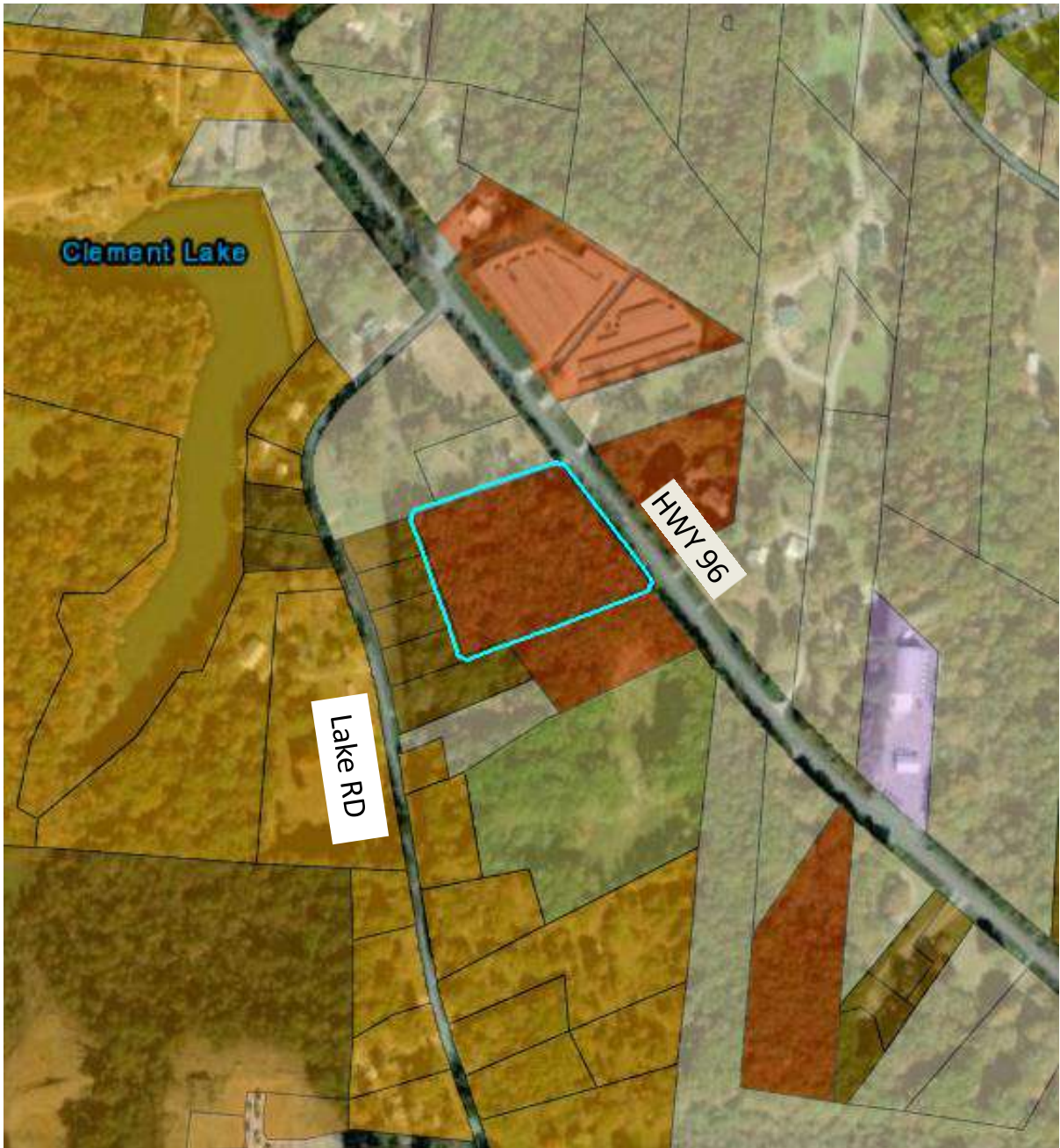
WHEREAS, said property to be rezoned from Commercial General (CG) to RM-8 (Multi-Family Residential) is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on November 14, 2023, 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 4.35 Acres of property consisting of Williamson County Tax Map 022P Group B, Parcel 007.00, located at 621 Hwy 96, from Commercial General (GM) to RM-8 Multi-Family Residential, as requested by owner SM Commercial, LLC 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: Main Street Fairview Newspaper

RESOLUTION 75-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENGAGE AN ENGINEERING FIRM FOR DESIGN AND ENGINEERING SERVICES OF THE PERIMETER TRAIL BRIDGE AT BOWIE NATURE PARK

WHEREAS, the Perimeter Trail Bridge at Bowie Nature Park was deemed unsafe and was removed for liability purposes; and

WHEREAS, the Board of Commissioners recently held a discussion on this project and desire to move forward with replacing the bridge; and

WHEREAS, the Board of Commissioners authorize the City Manager to move forward with engaging an engineering firm for the design of the new bridge.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Board of Commissioners hereby authorize the City Manager to engage an engineering firm for the purpose of designing and engineering the Perimeter Trail Bridge at Bowie Nature Park.

Passed and adopted this 7th day of December, 2023.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION NO. 76-23**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, TO REMOVE AND RELOCATE TRAFFIC CONTROL DEVICES WITHIN THE CITY OF FAIRVIEW**

WHEREAS, the City recognizes the need to make traffic flow improvements to certain of its interior streets, thru-streets, and connector roads.

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 authorizes the city manager to remove stop signs at the following intersections:

Kyles Creek Drive at Kerry Ct
 Kyles Creek Drive at Allens Ridge Lane
 Kyles Creek Drive at Hunter York Ct

AND, BE IT FURTHER RESOLVED, that stop signs be installed at the following intersection such that that this intersection shall become a three-way stop and shall be enforced as such pursuant to Title 15 of the City of Fairview Municipal Code:

Brayden Dr at Case Way

Passed and adopted this 7th day of December, 2023

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney