### ORDINANCE 2025-02

#### AN ORDINANCE TO AMEND TITLE 12 OF THE CITY OF FAIRVIEW MUNICIPAL CODE, SPECIFICALLY, SECTIONS RELATED TO THE CITY'S FEE STRUCTURE FOR PERMITS AND FEES RELATED TO CONSTRUCTION, REMODELING, BUILDING PERMITS; AND INDUSTRIAL, COMMERCIAL AND RESIDENTIAL DEVELOPMENT

**WHEREAS,** the City of Fairview, Tennessee, previously adopted Ordinance 2019-17 which establishes various plan review and permit fees, as permitted by Municipal Code §§ 12-105, and

**WHEREAS,** the City of Fairview, Tennessee, has determined that the City's Fee Schedule for Planning Applications and Permits requires adjustment, and

**WHEREAS,** the City of Fairview, Tennessee, has reviewed the fee adjustment in relation to surrounding and peer communities and has determined that the costs associated with said applications and permits have increased, and

**WHEREAS,** the City of Fairview, Tennessee, has further determined that it is in the best interest of the City of Fairview, Tennessee to amend the City's Fee Schedule for Planning Applications and Permits, and

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

- Section 1. Repealed. That the Fee Schedule 12-105 adopted by Ordinance 2019-17 is hereby repealed.
- Section 2. Adoption. That the Fee Schedule for Planning Applications and Building Permits is hereby adopted and incorporated, as identified in Exhibit A.
- Section 3. Biennial Review. That the Fee Schedule for Planning Applications and Building Permits shall be reviewed in odd-numbered years.
- Section 4. Application. That the Fee Schedule shall be applied to all new requests or applications received by the City of Fairview after the effective date.
- Section 5. Effective Date. This ordinance shall take effect 15 days after the final passage, upon publication in a newspaper of general circulation after final reading, the public welfare demanding it.

MAYOR

**CITY RECORDER** 

LEGAL FORM APPROVED:

CITY ATTORNEY

**Passed First Reading** 

January 16, 2025

Passed Second Reading

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ORDINANCE 2025-02

# EXHIBIT - A

City of Fairview Permit Fee Schedule				
\$1.85 per square foot under roof including storage areas accessible by permanent stairways/ doorways (revenue to be allocated 42% to general fund, 42% to facilities fund and 16% to a parks and recreation fund)				
<ul> <li>\$500 to be allocated to the facilities fund, plus:</li> <li>\$3.50 per square foot up to 1,000 square feet under roof</li> <li>\$2.50 per square foot from 1,001 square feet up to 5,000 square feet under roof</li> <li>\$1.85 per square foot for 5,001+ square foot buildings, under roof including storage areas accessible by permanent stairways/ doorways (revenue to be allocated 42% to general fund, 42% to facilities fund and 16% to a parks and recreation fund)</li> </ul>				
\$500 to be allocated to the facilities fund, plus: \$3.50 per square foot up to 1,000 square feet under roof* \$2.50 per square foot from 1,001 square feet up to 5,000 square feet under roof* \$1.85 per square foot for 5,001+ square foot buildings, under roof including storage areas accessible by permanent stairways/ doorways				
uildings accessed at 50% rate of square footage under roof				
\$25.00 per unit \$25.00 per line				
\$0.50 per square foot, \$50 minimum \$200.00				
\$100.00 \$1.00 per square foot, under roof				
\$1.00 per square foot of renovated area. \$100.00 Minimum				
\$1.00 per square foot of renovated area. \$100.00 Minimum \$1.00 per square foot of renovated area. \$100.00 Minimum				
\$100.00				
\$15.00				
\$50.00 per unit, per year				
\$50.00 per unit, per year				
\$0.50 per square foot, \$50 minimum				
\$250.00				
\$250.00				
\$50.00 \$150.00				
\$150.00 per each wall				
\$50.00				
50% of Original Permit Fee (each)				

# EXHIBIT-A

City of Fairview Review Fee Schedule				
Review Fees <sup>1,2,3,4</sup>				
Annexation and Plan of Services <25 Ac Contiguous	\$450.00			
Annexation and Plan of Services >25 Ac Contiguous	\$700.00			
Annexation and Plan of Services <25 Ac Non-Contiguous	\$700.00			
Annexation and Plan of Services >25 Ac Non-Contiguous	\$1,000.00			
Annexation and Plan of Services for Property Located Outside				
of the Urban Growh Boundary	\$2,000.00			
Rezoning <20 Ac.	\$700.00			
Rezoning >20 Ac.	\$1.000.00			
Conceptual Plan	\$250.00			
Master Development Plan (Multifamily and Attached Dwelling)				
Residential Development Plan	\$800.00 + \$20.00 per acre + \$30.00 per Lot			
Commerical Site Development Plan	\$800.00 + \$0.30 per SF of buildings			
Construction Plan - Residential or Mixed Use	\$500.00 + \$0.75 per LF of new accessway/ roadway			
Construction Plan - Commercial or Industrial	\$500.00 + \$0.75 per SF of Impervious accessway/ roadway/ parking area			
Modification to Construction Plan (After Construction Starts)	\$250.00 + \$50.00 per modified sheet			
Final Plat	\$800.00 + \$35.00 per lot			
Planned Overlay Development (P.O.D.) <sup>1,2,3,4</sup>				
Master Development Plan	\$1,500.00 + \$20.00 per acre			
Development Plan	\$800.00 + \$20.00 per acre + \$30.00 per Lot +\$0.30 per SF of Commerical Space			
Construction Plan	\$500.00 + \$0.75 per LF of new roadway			
Final Plat	\$800.00 + \$35.00 per lot			
Minor Modification	\$250.00			
Major Modification	\$1,200.00 + \$10.00 per dwelling unit			
Additional Fees <sup>2,3,4</sup>				
Property Line Adjustment	\$150.00			
Lot Redivision (2 lot Max)	\$250.00			
Minor Subdivision Modification	\$100.00 per affected lot			
Major Subdivision Modification	\$100.00 per affected lot			
Board of Zoning Appeals Application <sup>1,2,3,4</sup>	\$250.00			
1. Public Notification Advertising Fee - \$9.00 per adjacent parc	el			
2. Returned Checks - \$35.00				
3. Technology Fee \$10.00				
<ol> <li>Fee Includes 2 review cycles. Subsequent reviews will be ass</li> </ol>	sessed at 50% of original fee per review cvcle.			

#### **RESOLUTION 02-25**

#### A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY INTO THE CITY OF FAIRVIEW BY OWNER CONSENT WITH RS-40 SINGLE FAMILY RESIDENTIAL ZONING AND APPROVING A PLAN OF SERVICES (7740 CUMBERLAND DRIVE, 351.27 (+/-) ACRES, MAP 047, PARCEL 094.00)

Tax Map 047, Parcel 094.00 351.27 (+/-) Acres 7740 Cumberland Drive Zoning: RS-40 Single Family Residential Owner: Richard Spanton, Jr.

**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 March 6, 2025, at Fairview City Hall on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

BEING AND LYING IN THE 5TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND LYING SOUTH OF CUMBERLAND DRJVE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning At An IRON PIN FOUND (#1598), HAVING STATE PLANE COORDINATES OF N:591840.44, E:1641607.14; SAID IRON PIN FOUND BEING THE WESTERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED, THE EAST BOUNDARY OF C. D. MANGRUM, AND THE SOUTHWEST CORNER OF SAMUEL BURGESS; THENCE WITH BURGESS, S 83°56<sup>1</sup>29<sup>11</sup> E For A Distance Of 354.21' To An IRON PIN FOUND(#1598); SAID IRON PIN FOUND BEING THE SOUTHEAST CORNER OF BURGESS; THENCE CONTINUING WITH BURGESS, N 06°06<sup>1</sup>22<sup>11</sup> E, PASSING AN IRON PIN FOUND AT 670.02', IN ALL A Distance Of 686.751 TO A POINT ON THE SOUTH R.O.W. OF CUMBERLAND DRIVE; SAID POINT BEING THE NORTHERN MOST NORTHWEST CORNER OF THE TRACT BEING DESCRIBED; Thence WITH THE SOUTH R.O.W. OF SAID ROAD AND A Curve Turning To The Left With A Radius Of 625.1, With A Chord Bearing Of N 83°47'25<sup>11</sup> E, With A Chord Length Of 384.14<sup>1</sup>; THENCE N 67°06'09ltE For A Distance Of 300.89<sup>1</sup> THENCE With A Curve Turning To The Left With A Radius Of 882.81\ With A Chord Bearing Of N 62°43i44n E, With A Chord Length Of 140.10<sup>1</sup>To An IRON PIN FOUND; THENCE LEAVING SOUTH R.O.W. OF SAID ROAD, S 05°48)1711 W For A Distance Of25.81<sup>1</sup> TOAPOINTINTHE CENTER OF A CREEK; THENCE WITH CENTER OF SAID CREEK, N 62°34<sup>1</sup>38<sup>11</sup> E For A Distance Of92.70' To A POINT; THENCE S 75°01<sup>1</sup>44<sup>11</sup> E For A Distance Of 33.50<sup>1</sup> To A POINT; THENCE N 40°00<sup>1</sup>48<sup>11</sup> E For A Distance Of 491.26) To A POINT; THENCE N 43°11<sup>1</sup>44<sup>11</sup> E For A Distance Of253.87' To A POINT; THENCEN 30°57'32<sup>11</sup> E For A Distance Of150.56<sup>1</sup>

**RESOLUTION 02-25** 

CITY OF FAIRVIEW

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To A POINT; THENCE N 48°12<sup>1</sup>25<sup>11</sup> E For A Distance 0£191.91' To A POINT; THENCE N 33°09<sup>1</sup>11<sup>11</sup> E For A Distance Of 243.15' To A POINT; THENCE N 42°07'08<sup>11</sup> E For A Distance Of 55.99<sup>1</sup> To A POINT; THENCE N 58°03<sup>12</sup>9<sup>11</sup> E For A Distance Of

141.35<sup>1</sup> To A POINT; THENCE N 50°28<sup>1</sup>01<sup>11</sup> E For A Distance Of 71.25<sup>1</sup> To A POINT; THENCE N 75°06'57'1E For A Distance Of 104.78' To A POINT; THENCE N 44°13'30'1 E For A Distance Of 86.20' To A POINT; THENCE N 33°08'58<sup>11</sup> E For A Distance Of 170.72<sup>1</sup> To A POINT; THENCE N 49°02'40<sup>11</sup> E For A Distance Of73.00' To A POINT; THENCE N 43°28'06<sup>11</sup> E For A Distance Of 165.74<sup>1</sup> To A POINT; SAID POINT BEING THE NORTHERN MOST NORTHEAST CORNER OF THE TRACT BEING DESCRIBED. AND THE NORTHWEST CORNER OF SIDNEY WAIR: THENCE LEAVINO CENTER OF SAID CREEK WITH WAIR, S 18°19'04" E, PASSING AN IRON PIN SET AT 25.14', IN ALL A Distance Of 1264.17' To A Rock; SAID ROCK BEING THE SOUTHWEST CORNER OF WAIR; THENCE CONTINUING WITH WAIR, S 86°5034" E For A Distance Of 105.42 To An IRON ROD FOUND; SAID IRON ROD FOUND BEING THE SOUTHEAST CORNER OF WAIR AND THE WESTERN MOST SOUTHWEST CORNER OF DAVID WILBERT ETUX; THENCE WITH WILBURT, S 85°41<sup>1</sup>54" E For A Distance Of310.93<sup>1</sup> To An IRON PIN FOUND; THENCE S 04°57'40" W For A Distance Of 88.88<sup>1</sup> To An IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHERN MOST SOUTHWEST CORNER OF WILBERT, AND THE WESTERN MOST NORTHWEST CORNER OF FERNVALE FISH CLUB; THENCE WITH FERNVALE FISH CLUB, S 08°34<sup>1</sup>56" W For A Distance Of815.66' To A 18<sup>11</sup> Hickory; THENCE S 07°09<sup>1</sup>25<sup>11</sup> W For A Distance Of755.42<sup>1</sup> To An IRON PIN SET, HAVING STATE PLANE COORDINATES OF N:591490.27, E:1645073.81; SAID IRON PIN SET BEING THE SOUTHWEST CORNER OF FERNYAL FISH CLUB; THENCE CONTINUING WITH FERNVALE FISH CLUB, S 83°42'48" E For A Distance Of 1041.17' To An IRON PIN FOUND(#1444); SAID IRON PIN FOUND BEING THE SOUTHERN MOST SOUTHEAST CORNER OF FERNVAL FISH CLUB; THENCE CONTINUING WITH FERNY ALE FISH CLUB, N 22°57'06" E For A Distance Of 877.96' To An IRON PIN FOUND IN A HOLLOW; SAID IRON PIN FOUND BEING THE EASTERN MOST NORTHEAST CORNER OF THE TRACT BEING DESCRIBED, AND THE WEST BOUNDARY OF JACK SCHNEIDER; THENCE WITH SCHNEIDER AND CENTER OF SAID HOLLOW, S 12°55<sup>1</sup>22<sup>11</sup> W For A Distance Of 569.82'; THENCE S 22°08<sup>1</sup>59" W For A Distance Of 87.48'; THENCE S 47°3216" W For A Distance Of 116.99'; THENCE S 28°20'04<sup>11</sup> W For A Distance Of 93.88<sup>1</sup>; THENCE S 12°10'03" W For A Distance Of 298.39<sup>1</sup>; THENCE S 43°44<sup>1</sup>02<sup>11</sup> W For A Distance Of 368.61<sup>1</sup>; THENCE S 23°20<sup>1</sup>42" W For A Distance Of 158.12 To An IRON PIN FOUND(#855); THENCE N 89°4102" W For A Distance Of 329.31 THENCEN 57°46<sup>1</sup>2T' W For A Distance Of 14.17'; THENCE S 81°43<sup>1</sup>03" W For A Distance Of 83.79'; THENCE N 45°11<sup>1</sup>09<sup>11</sup> W For A Distance Of 117.62'; THENCE N 57°11<sup>1</sup>08" W For A Distance Of 159.01 THENCE S 72°19'33 W For A Distance Of 71.53 SAID POINT BEING THE WESTERN MOST NORTHWEST CORNER OF SCHNEIDER; THENCE LEAVING SAID HOLLOW AND CONTINUING WITH SCHNEIDER, S 19°31'14" W,PASSING AN IRON PIN SET AT 17.02', IN ALL A Distance Of 2397.70<sup>1</sup> To A STEEL FENCE POST; SAID STEEL FENCE POST BEING THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED, THE SOUTHWEST CORNER OF SCHNEIDER, AND THE NORTH BOUNDARY OF DEBORAH BRADLEY; THENCE WITH BRADLEY, N 83°01'56" W For A Distance Of 67.56<sup>1</sup> To An IRON PIN SET; THENCE N 84°05<sup>1</sup>31" W For A Distance Of 143.77<sup>1</sup> To An IRON PIN FOUND(#1444); THENCE N 72°42<sup>1</sup>07" W For A Distance Of 119.38<sup>1</sup> To An IRON PIN SET; THENCEN 83°5958" W For A Distance Of168.00'ToAStump; THENCEN 88°04'44" W For A Distance Of 72.48<sup>1</sup> To A 6" Elm; THENCE N 85°27'43<sup>11</sup> W For A Distance Of 134.20<sup>1</sup> To A 6<sup>11</sup> Elm; THENCE N 86°0454" W For A Distance Of 146.95 To A 14" White Oak; THENCE N 75°09<sup>1</sup>44" W For A Distance Of 18.35<sup>1</sup> To A 8" Cherry; THENCEN 58°36<sup>1</sup>14" W For A Distance Of 53.13<sup>1</sup> To A 12<sup>11</sup> Maple; THENCE S 72°58'45" W For A Distance Of 28.46' To An IRON PIN SET; THENCE N 80°38<sup>1</sup>14<sup>11</sup> W For A Distance Of 151.00<sup>1</sup> To A 18" Hickory; THENCE N 86°35'29" W For A Distance Of 78.34<sup>1</sup> To An IRON PIN FOUND; SAID IRON PIN FOUND BEING THE NORTHWEST CORNER OF BRADLEY, AND THE EASTERN MOST NORTHEAST CORNER OF VASSILIOS GATZIMOS ETUX; THENCE WITH GATZIMOS, N 84°17'58" W For A Distance Of 1500.35<sup>1</sup> To An IRON PIN FOUND; SAID IRON PIN FOUND BEING THE SOUTHERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED; THENCE CONTINUING WITH GATZIMOS, N 05°48<sup>1</sup>09" E For A Distance Of 1261.67' To An IRON PIN SET; SAID IRON PIN SET BEING THE NORTHERN MOST NORTHEAST CORNER OF GATZIMOS; THENCE CONTINUING WITH GATZIMOS, N 79°36'38<sup>11</sup> W **RESOLUTION 02-25** CITY OF FAIRVIEW Page 2 | 6

For A Distance Of 252.24' To A Hickory; SAID TREE BEING THE WESTERN MOST SOUTHWEST CORNER OF THE TRACT BEING DESCRIBED, AND THE SOUTHEAST CORNER OF C. D. MANGRUM; THENCE WITH MANGRUM, N 10°29'17" E For A Distance Of 1618.21' To The Point Of Beginning And Containing 351.27 Acres AS SURVEYED BY KENNETH CARROLL, RLS TENNESSEE LICENSE NUMBER 1335, NOVEMBER 10, 2020.

BEING THE SAME PROPERTY AS CONVEYED TO SHORT FAMILY FARM LLC AS RECORDED IN DEED BOOK 6559, PAGE 491, DEED BOOK 6284, PAGE 289, AND DEED BOOK 6158, PAGE 843, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

ASSESSOR'S PARCEL NO: 047 094.00

PROPERTY COMMONLY KNOWN AS: 7740 CUMBERLAND DRIVE, FAIRVIEW, TN 37062

- 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:

# A. 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.

# **B.** 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.

## C. Water

Currently there are no water lines or sewer lines that serve or could potentially serve this property. The property is currently served by wells and septic systems. The availability of water and sewer service to this property comes under the provisions of the Water Authority of Dickson County.

1. 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.
   <u>The City of Fairview, Tennessee, does not provide this service.</u>
- **3.** 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.

#### **D.** 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.

# E. Refuse Collection

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

#### F. Streets

1. 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.

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CITY OF FAIRVIEW

2. 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.

#### G. Schools

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

#### **H.** Inspection Services

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

#### I. 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.

#### J. 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.

#### K. Street Lighting

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

#### L. Recreation

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

#### M. 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 <u>8</u>, Nay <u>0</u>, Not voting <u>1</u>

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\_\_\_\_\_, 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.

Passed and adopted this the 6<sup>th</sup> day of February, 2025.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 02-25

#### **RESOLUTION 03-25**

#### A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN GOVWELL TECHNOLOGIES INC AND THE CITY OF FAIRVIEW, TENNESSEE

**WHEREAS**, the City of Fairview ("Fairview") desires to contract with GovWell Technologies Inc. ("GovWell") for Fairview's plan review services including building permits and inspections, code enforcement, planning and zoning, and public works; and

**WHEREAS**, the parties have negotiated an agreement for said 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 AGREEMENT BETWEEN GOVWELL TECHNOLOGIES INC AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted this 6<sup>th</sup> day of February, 2025.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

**RESOLUTION 03-25** 

#### **GOVWELL ORDER FORM – City of Fairview, TN**

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. ("GovWell") and the customer identified below ("Customer"), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: Fairview, TN	Customer Contact: Ethan Greer
Effective Date:	Contact Email: egreer@fairview-tn.org

#### 1. SOFTWARE MODULES, LICENSES, AND SUPPORT.

Beginning on the Effective Date, GovWell will make available to Customer the following software modules:

Software Module	Description	Price (Annual)
Building Permits & Inspections	Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public.	\$8,000
Code Enforcement	Online citizen complaints + code enforcement case management.	\$6,000
Planning & Zoning	Online planning & zoning applications, workflow management, and plan review.	\$7,000
Public Works	Track citizen complaints, generate work order requests, & manage assets.	\$1,000
	TOTAL:	\$22,000

Licenses: GovWell will provide unlimited user licenses to Customer.

Support: GovWell will provide email, phone, and chat-based support to Customer Monday through Friday, 9am to 5pm EST. GovWell will provide responses to all Customer inquiries within 1 business day.

#### 2. IMPLEMENTATION & DATA MIGRATION SERVICES

Beginning on the Effective Date, GovWell will provide implementation services to Customer to ensure the successful launch and adoption of the software. These implementation services may include, but are not limited to: GIS integration, integration with payment processing software, data migration, system configuration, system modifications, and staff training.

Service	Description	Price (one- time)
Implementation	<ul> <li>Full-service configuration of system, including:</li> <li>Online forms / applications</li> <li>Workflows for each record type</li> <li>Document templates (Permit cards, COs, notices of violation)</li> <li>Inspection templates</li> <li>Reports</li> </ul>	\$7,000
Data Migration (Standard)	Migration of historical permit data to GovWell including data in CSV or Excel format. Customer is responsible for providing GovWell access to the data, and GovWell is responsible for formatting it and importing it. Modules included: Building Permits & Inspections Planning & Zoning Code Enforcement Public Works	\$5,000
	TOTAL:	\$12,000

# 3. SUMMARY OF FEES AND TERMS

Item	Description
Year 1 cost	\$34,000
Annual Recurring Services - Year 2	\$22,000
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date

## 4. INITIAL TERM

Initial Term: Five (5) years, beginning on the Effective Date.

5. TERMS OF SERVICE. The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon

Customer's agreement to the Terms of Service located at http://www.govwelltech.com/terms (as amended from time to time, the "Terms of Service"). By signing below, Customer expressly acknowledges

and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. Customer further

acknowledges and agrees that by signing below, the person signing this Order Form has the authority to

execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except

in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Effective Order Form Date.

#### **CUSTOMER:**

By (Signature):

Name (Printed):

Title:

**Date signed:** 

**Date signed:** 

#### **GOVWELL TECHNOLOGIES INC.:**

By (Signature):

Name (Printed):

Title: