

CITY OF FAIRVIEW

ECONOMIC & COMMUNITY DEVELOPMENT

1ST QUARTER 2025

Events Attended

Tennessee Chamber Event Legislative
kickoff

Breakfast with the Mayors

Women in Business Luncheon

MCCAA Governance Meeting

LMT Williamson & Maury County Lunch

Ribbon Cutting Gyros

Williamson County Business mixer (3)

Breakfast with the Mayors

Ribbon Cutting Caregiving

Williamson Family Ribbon Cutting

Minority Business Expo

Around Town Coffee (3)

FrankTalks Franklin Tomorrow (2)

Visit Franklin Outlook

Fairview Business Luncheon

Results PT Ribbon Cutting

Thai Samural Cool Springs Ribbon
Cutting

Williamson inc. Policy Talks (3)

Tri Chamber Day on the Hill

Williamson County Business Connect (3)

homeRN Franklin Ribbon Cutting

Model open house Richvale

Columbia State Dr. Lampley Retirement

Policy Talks

Results Ribbon Cutting

MEETINGS

JANUARY

- MTIDA Matt Von Lunen- Esri Report
- GNRC meeting
- Oversight Meeting
- School Bus Route Artificial Intelligence Committee
- TVA Sites Accessing Data Tutorial w/ MTIDA

FEBRUARY

- Williamson County Safety Action Plan
- School Bus Route Artificial Intelligence Committee
- ECD Council
- GNRC Grant opportunity
- Meeting with Ware Malcomb
- Fairview Community Research & Tourism
- Historical Village Park Concept Plan Review
- GNRC Meeting

MARCH

- Williamson County Safety Action Plan
- Williamson Inc. Board Meeting
- School Bus Route Artificial Intelligence Committee (2)
- Placer AI Chase Webster (2)
- GNRC Meeting
- Leadership Conference
- Meeting with Derek Lusting State Affairs

RESOLUTION 19-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RENEWED LICENSE AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION

WHEREAS, Licensee (City of Fairview) desires to use a portion of the Licensed (TDOT) Premises to install, operate, and maintain roadscapes landscaping at the interchange of Highway 96 and Highway 100 in Williamson County: and

WHEREAS, the State of Tennessee is willing to permit said use of the Licensed Premises subject to certain conditions; and

WHEREAS, said condition with the Renewed License Agreement are 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 THE TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF FAIRVIEW, TENNESSEE, attached hereto as Exhibit A.

Passed and adopted the 3rd day of April, 2025.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 3
6601 Centennial Blvd.
Nashville, TN 37243
(Local Government)

Project No. N/A
Tract Nos. Multiple
Williamson County
Request No. 6649

RENEWED LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____ day of _____, 20____ by and between the STATE OF TENNESSEE, acting by and through its Commissioner of Transportation (hereinafter referred to as “State”) and the CITY OF FAIRVIEW, TENNESSEE (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, operate, and maintain roadscapes landscaping at the interchange of Highway 96 and Highway 100 in Williamson County, Tennessee being more specifically described in Exhibit A, being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install, operate, and maintain roadscapes landscaping, as shown in Exhibit B, at the interchange of Highway 96 and Highway 100 in Williamson County, Tennessee as shown in Exhibit A (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** – Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 10-year, renewable license which shall begin on _____, 20____ and shall end on _____, 20____.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

7. **IMPROVEMENTS:**

A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.

B. If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the State, as set forth in Exhibit A hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 C.F.R. Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter to the Licensed Premises upon the State's request for the purpose of conducting an inspection of any improvement made pursuant to this License Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the State's inspection. Any repair(s) made by Licensee are subject to approval by the State.

8. **TRAFFIC CONTROL** – At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

9. **FIRE HAZARD** – The Licensed Premises shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the State or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the State or the Federal Highway Administration. The operation and maintenance of said property will be subject to regulation by the State to protect against fire or other hazard which could impair the use, safety or appearance of the highway. Licensee shall provide access, at all times, for firefighters and accompanying equipment.

10. **DAMAGE TO STATE PROPERTY** – Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. **LIABILITY** – Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.*, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor’s acts or omissions in the prosecution of the work.
12. **INSURANCE** – The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee’s liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.* The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
13. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of Tenn. Code Ann. § 65-31-101 *et seq.* are met.
14. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
15. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
16. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License

Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License Agreement, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (36 C.F.R. Part 1190; published in the Federal Register, August 8, 2023).

17. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
18. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 C.F.R. Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).
19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this License Agreement acquire, permanent ownership or control over the Licensed Premises.
20. **TERMINATION** – The State may terminate this License Agreement at will with 60 days written notice to Licensee.
21. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

City of Fairview, Tennessee
Mayor Lisa Anderson
7100 City Center Way
Fairview, TN 37062

TO THE STATE:

Department of Transportation
Brian Dickerson, Excess Land Office
James K. Polk Bldg., 6th Floor
505 Deaderick Street
Nashville, Tennessee 37243

License Agreement
Request No. 6649

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

CITY OF FAIRVIEW, TENNESSEE

Mayor Lisa Anderson

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

Attorney for Licensee

DATE: _____

STATE OF TENNESSEE

Howard H. Eley
Deputy Governor and Commissioner
Tennessee Department of Transportation

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

Leslie South, General Counsel
Tennessee Department of Transportation

DATE: _____

STATE # TN PLM F3 008
 FED # STP EN 500003
 TDDT # 10552541

INDEX OF SHEETS

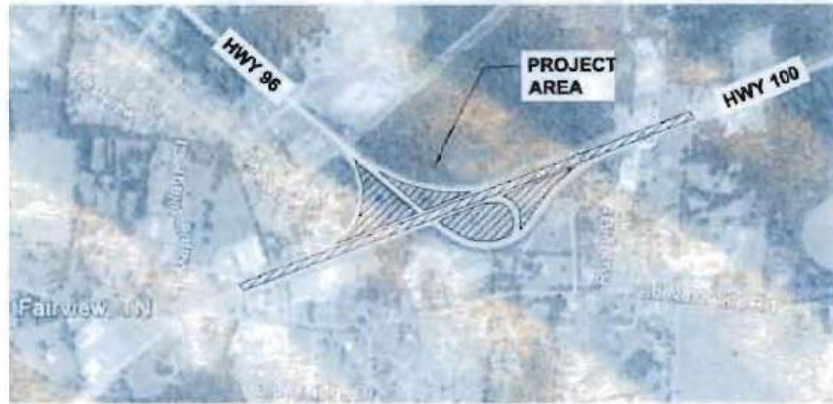
TITLE	DESCRIPTION
0	COVER
1	LANDSCAPE PLAN
2	ENLARGEMENT AREA I
3	ENLARGEMENT AREA II
4	DETAILS

**TOWN OF FAIRVIEW
 WILLIAMSON COUNTY**

LOCALLY MANAGED PROJECT

STATE #	TWP	PROJECT NO.	SHEET NO.
TN	11	105 PLM F3 008	0
FEDERAL #	11	STP EN 500003	0

GRANT #105525.41 PROJECT LOCATIONS:
 PROJECT SITE, LOCATED AT THE INTERSECTION OF HWY 100 FAIRVIEW
 BLVD AND HWY 96 IN THE INTERSECTING MEDIANS
 AND BOULEVARD



NOTE:
 THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD
 SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF
 TRANSPORTATION DATED MARCH 1, 2006 AND ADDITIONAL
 SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN
 THE PLANS AND IN THE PROPOSAL CONTRACT

PREPARED BY: LOSE & ASSOCIATES, INC.

PROJECT NO. 105 PLM F3 008

TDDT PN. 105525.41

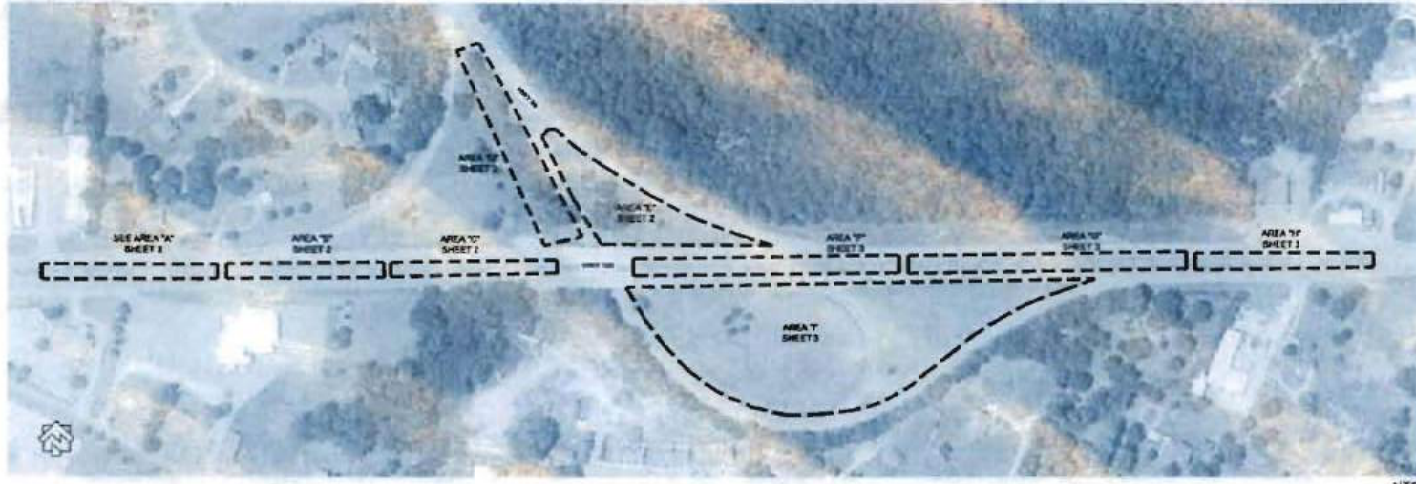
LOSE & ASSOCIATES, INC.
 CONSULTING ENGINEERS

DATE: APRIL 1, 2013

COVER

STATE OF TENNESSEE
 DEPARTMENT OF REVENUE
 TAX FORM 1008SA-1

KEY MAP



NTS

DATE	BY	PROJECT NO.	SHEET NO.
		2017-000	1
		STEPEN DODD	1

PLANT SCHEDULE

COMMON NAME	SYMBOL	QUANTITY	REMARKS	COMMON NAME	SYMBOL	QUANTITY	REMARKS
Redbud	RB	4	4	Redbud	RB	4	4
...

COMMON NAME	SYMBOL	QUANTITY	REMARKS	COMMON NAME	SYMBOL	QUANTITY	REMARKS
...

COMMON NAME	SYMBOL	QUANTITY	REMARKS	COMMON NAME	SYMBOL	QUANTITY	REMARKS
...

NOTE: INCLUDE COPY OF SPECIFICATIONS WITH EACH ORDER.

GENERAL NOTES

1. UNDERLAIN UTILITIES: ALL UNDERLAIN UTILITIES HAVE NOT BEEN IDENTIFIED BY THE OWNER. LANDSCAPE ARCHITECT HAS CONDUCTED VISUAL SURVEY AND IDENTIFIED UTILITIES. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS TO BE MAINTAINED AND AS SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IN WRITING OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO COMMENCING WORK.

LANDSCAPE NOTES

1. PLANTING DEPTH AND PLANT LOCATIONS SHALL BE SHOWN BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO COMMENCING WORK.
2. PLANTING DEPTH SHALL BE SHOWN BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO COMMENCING WORK.
3. ALL OTHER DISCREPANCIES SHALL BE SHOWN BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO COMMENCING WORK.

10. SUBSEQUENT TREES SHALL BE PLANTED IN THE SAME MANNER AS INDICATED ON THE DRAWINGS.
11. SOIL MUST BE TESTED AND ANALYZED PRIOR TO PLANTING. THE LANDSCAPE ARCHITECT SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO COMMENCING WORK.
12. ALL PLANT MATERIAL SHALL BE SUPPLIED BY APPROVED SUPPLIERS TO THE PROJECT SITE. THE LANDSCAPE ARCHITECT SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO COMMENCING WORK.
13. ALL PLANT MATERIAL SHALL BE SUPPLIED BY APPROVED SUPPLIERS TO THE PROJECT SITE. THE LANDSCAPE ARCHITECT SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES OR OMISSIONS PRIOR TO COMMENCING WORK.

PLANTING SCHEDULE

DATE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC

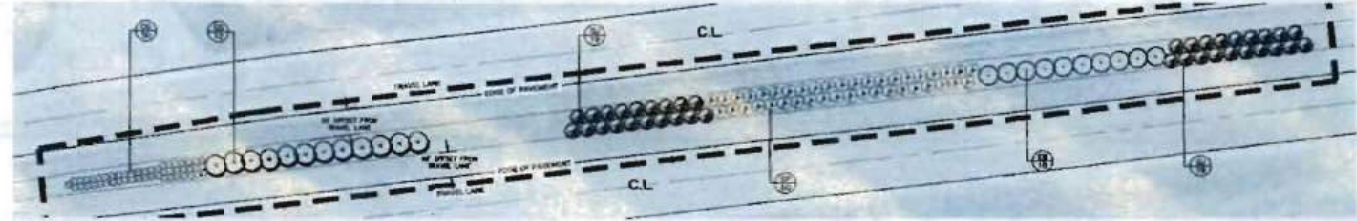
TENNESSEE ONE-CALL SYSTEM
 BEFORE YOU DIG CALL
 1-800-351-1111



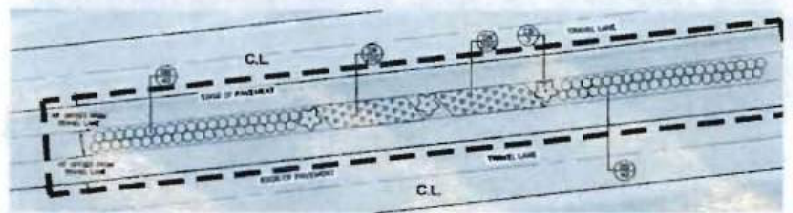
LANDSCAPE PLAN
 DATE: APRIL 1, 2010
 PROJECT NO.: 2017-000
 SHEET NO.: 1

STATE ROUTE 124
 FROM I-75 TO I-24
 TRUCK POOL PROJECT

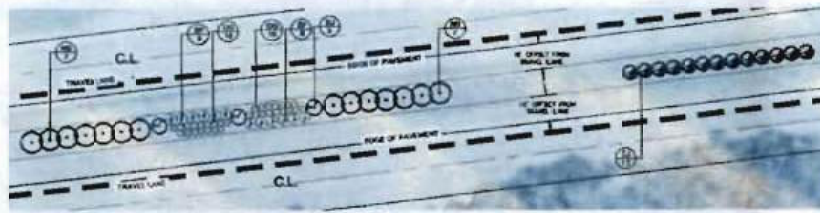
TYPE	YEAR	PROJECT NO.	SHEET NO.
		SR-124-001	2
		SR-124-001	2



① AREA "A" PLANTING PLAN ENLARGEMENT
 1" = 20'-0"



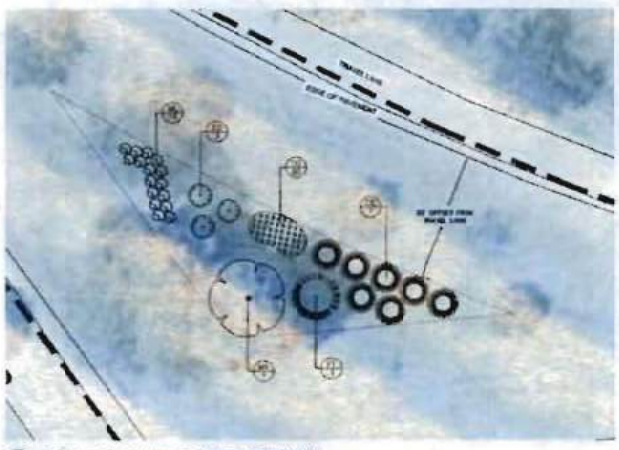
② AREA "B" PLANTING PLAN ENLARGEMENT
 1" = 20'-0"



③ AREA "C" PLANTING PLAN ENLARGEMENT
 1" = 20'-0"



④ AREA "D" PLANTING PLAN ENLARGEMENT
 1" = 60'-0"



⑤ AREA "E" PLANTING PLAN ENLARGEMENT
 1" = 20'-0"

NOTE:
 MAPS PROVIDED AS
 RIGHT OF WAY
 PLANS WITH TDOT
 ARE UNAVAILABLE

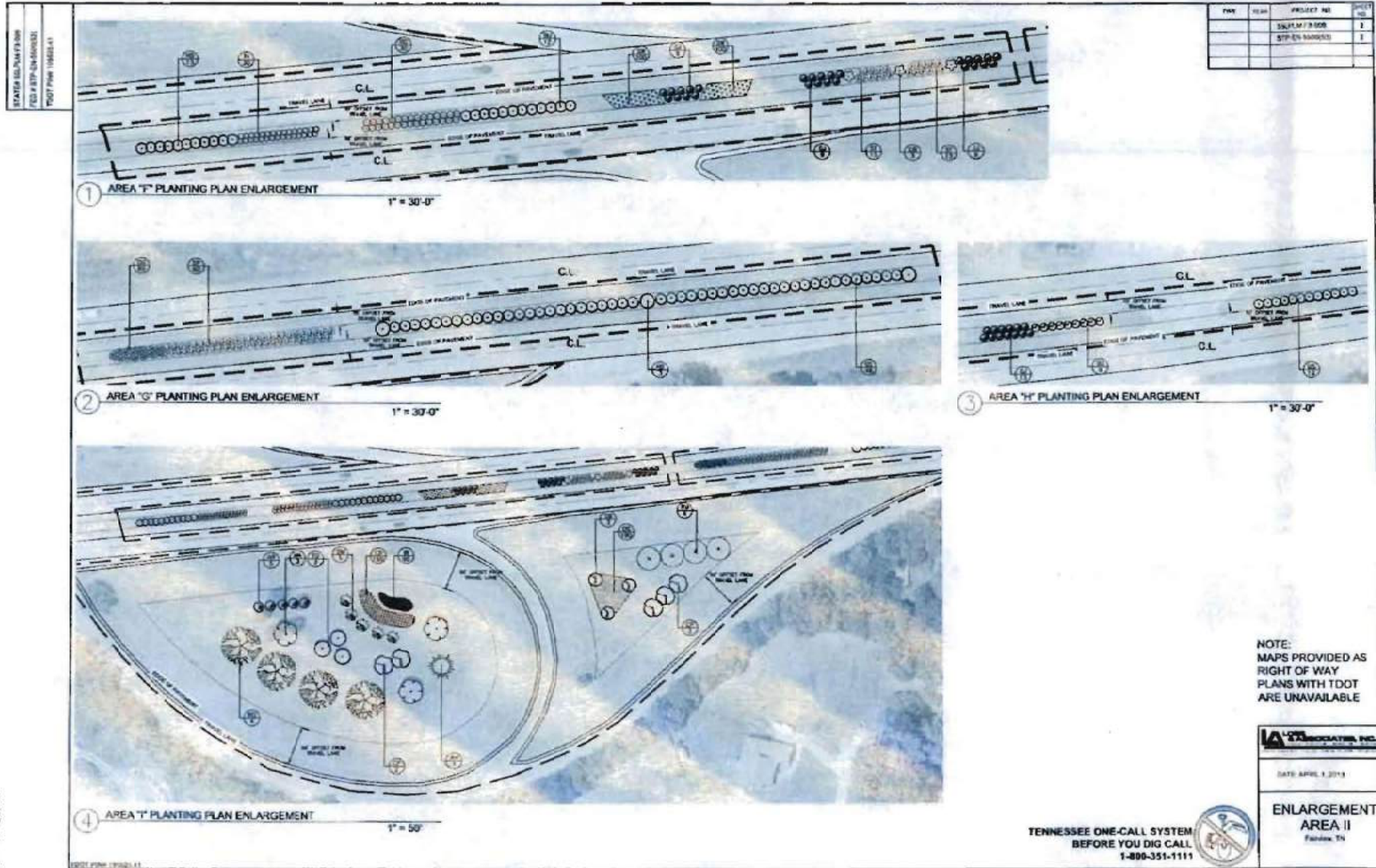


DATE: APRIL 1, 2013

**ENLARGEMENT
 AREA I**
 Evansville, TN

TENNESSEE ONE-CALL SYSTEM
 BEFORE YOU DIG CALL
 1-800-351-1111





PREPARED BY
RACHEL JONES
7100 CITY CENTER WAY
FAIRVIEW, TENNESSEE
37062

RESOLUTION 12-25

A RESOLUTION TO ANNEX CERTAIN TERRITORY UPON WRITTEN CONSENT OF THE OWNER AND TO INCORPORATE THE SAME WITHIN THE BOUNDARIES OF THE CITY OF FAIRVIEW, TENNESSEE, WITH RS-40 SINGLE FAMILY RESIDENTIAL ZONING, MAP 021, PARCEL 017.01, 7922 CROW CUT RD, 8.66 (+/-) ACRES, OWNER: JOHN HOLLARS

Tax Map 021, Parcels 017.01

7922 Crow Cut Road

Owner: John Hollars

8.66 +/- Acres

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

WHEREAS, the owners of all property within the territory proposed for annexation and zoning have given their written consent by notarized petition so that a referendum is not required; and

WHEREAS, a copy of this Resolution, describing the territory proposed for annexation and zoning, was promptly sent by the City of Fairview to the last known address listed in the office of the 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 by owner consent; and

WHEREAS, this Resolution was also published by posting copies of it in at least three (3) public places in the territory proposed for annexation and zoning 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 the Fairview Observer, a newspaper of general circulation in such territory and in the City of Fairview; and

WHEREAS, a Plan of Services for the area proposed for annexation and zoning is included as Section 1 hereto, which Plan of Services addresses the same services and timing of services as required in Tennessee Code Annotated § 6-51-102; and

WHEREAS, the proposed annexation, zoning and Plan of Services were submitted to the Fairview Planning Commission for study, and it has recommended the same; and

WHEREAS, notice of the time, place, and purpose of a public hearing on the proposed annexation, zoning and Plan of Services was 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; and

WHEREAS, a public hearing on the proposed annexation, zoning and Plan of Services was held by the governing body on the 3rd day of April 2025.

SECTION 1: Pursuant to the provisions of **TCA 6-5-102**, 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

Water Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The owner indicates that a water tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

D. Sanitary Sewers

Sanitary Sewer Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The property owner indicates that a sewer tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

Where Sanitary Sewer Service is not provided, an individual sewage 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.
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. Please 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.

SECTION 2: LOCATION MAP



Parcel for Annexation:
Tax Map 021, Parcel 017.01
8.66 (+/-) Acres
7922 Crow Cut Road
Zoning: RS-40 Single Family Residential
Owner: John Hollars

SECTION 3: LEGAL DESCRIPTION

7922 Crow Cut Road

Being a tract of land as shown on Property Map 21, Assessor's Office and lying wholly within the 1st Civil District of Williamson County, Tennessee, Bounded in general by Crow Cut Road on the West; Thomas W. Hudgins 7.71 acre tract on the North; Trail of Brownlyn on the East; Lynn H. Norvell and Harry Hughes on the South, more particularly described as follows:

Beginning at an iron pin set on the East side of Crow Cut Road (25' from the center) in the North line of Harry Hughes (Ref. Deed Book 761, Page 422, R.O.W.C.-Property Map 21, Parcel 19); thence with the East side of Crow Cut Road North 33 degrees 48 minutes 21 seconds East 175.05' to an iron pin set; thence with a curve to the left having the following characteristics: Delta = 10 degrees 14 minutes 43 seconds, Radius = 1507.12', Arc=269.49', Chord=North 28 degrees 41 minutes 00 seconds East 269.14' to an iron pin set (being South 18 degrees 15 minutes 48 seconds West 48.61' from an existing iron pin, the Southwest corner of Thomas W. Hudgins' original tract); thence leaving Crow Cut Road with a new line, South 83 degrees 36 minutes 57 seconds East 789.07' to an iron pin set in the West line of the Trails of Brownlyn (Ref. Plat Book 45, Page 80 R.O.W.C.); thence with Brownlyn's West line South 05 degrees 18 minutes 55 seconds East 423.55' to an existing iron pin "cummings" and being the Northeast corner of Lynn H. Norvell (Ref. Deed Book 433, Page 758 R.O.W.C. – Property Map 21, Parcel 20); thence with Norvell's North line North 83 degrees 33 minutes 20 seconds West 395.95' to an existing iron pin, the Northeast corner of the aforementioned Harry Hughes; thence with Hughes' North line North 82 degrees 45 minutes 19 seconds West 661.84' to the point of beginning, containing 8.66 acres, more or less being a portion of the Thomas W. Hudgins and Mary L. Hudgins property as recorded in Deed Book 6131, Page 133 Register's Office, according to a survey by Randolph L. Chapdelaine R.L.S. #1444, 7376 Walker Road, Fairview, TN and dated February 02, 2018.

Being part of the same property conveyed to James H. Green and wife, Mary Lou Green by Installment Deed from Earl W. Marshall and wife, Hattie Mai Marshall, dated May 14, 1959 and of record in Book 113, Page 509 in the Register's Office of Williamson County, Tennessee. Also being part the same property conveyed to Mary Lou Green by Quitclaim Deed from James H. Green, dated February 9, 1970 and of record in Book 168, Page 470, in the Register's Office of Williamson County, Tennessee. Also bring part the same property vested to Mary Elizabeth Green by the Last Will and Testament of Mary Lou Hale (also known as Mary Lou Green) filed April 25, 2008 in Docket No. P08-4931, in the Probate Court of Williamson County. Also being part the same property conveyed to Tommy Hudgins, married by Quitclaim Deed from Mary Elizabeth Green, unmarried reserving a life estate, dated January 5, 2013 and of record in Book 5803, Page 197, in the Register's Office of Williamson County, Tennessee. Also bring part the same property conveyed to Thomas W. Hudgins and wife, Mary L. Hudgins as tenants by the entirety by Quitclaim Deed from Tommy Hudgins (also known as Thomas W. Hudgins) and Mary Elizabeth Green, dated February 19, 2014 and of record in Book 6131, Page 133, in the Register's Office of Williamson County, Tennessee.

This property is subject to the right of way of Crow Cut Road.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the city of Fairview, Tennessee, as follows:

- A. That the proposed territory is hereby annexed and incorporated into the boundaries of the City of Fairview, to be effective as of the 3rd day of April 2025.
- B. That the Plan of Services for this territory, included, hereto is approved and the same is hereby adopted.
- C. That the City Recorder will cause a copy of this Resolution to be forwarded to the Mayor of Williamson County including the Plan of Services.

- D. That a copy of this Resolution shall be recorded with the Williamson County Register of Deeds, and a copy shall also be sent to the Tennessee Comptroller of the Treasury and the Williamson County Assessor of Property.
- E. That a copy of this Resolution, as well as the portion of the Plan of Services related to emergency services and a detailed map of the annexed area shall be sent to any affected emergency communication district following certification by the election commission that the annexation was approved.

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

Approved by the City of Fairview Board of Commissioners the 3rd day of April 2025.

Mayor, Lisa Anderson

ATTEST:

City Recorder, Rachel Jones

LEGAL FORM APPROVED:

City Attorney, Patrick M. Carter

The Plan of Services and Zoning Request of this Resolution Considered by the City of Fairview, Tennessee Municipal Planning Commission the 11th day of February 2025.

The Fairview, Tennessee Municipal Planning Commission voted upon the Plan of Services and Zoning Request of this Resolution as Follows:

Aye 7 Nay Not voting 2.

The Plan of Services and Zoning Request of this Resolution were returned to the City of Fairview, Tennessee Board of Commissioners with a Recommendation from the City of Fairview, Tennessee Municipal Planning Commission for Approval X , Disapproval , No Recommendation .

ORDINANCE 2025-03

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING A 2.2 (+/-) ACRE PORTION OF THE 5.60 (+/-) ACRE PARCEL LOCATED AT 7711 HORN TAVERN ROAD, CONSISTING OF WILLIAMSON COUNTY TAX MAP 022 PARCEL 136.00 FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO R-20 (ONE AND TWO FAMILY RESIDENTIAL), PROPERTY OWNER: JEFF PACK.

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 2.2 (+/-) acre portion of the 5.60 (+/-) acre parcel of property consisting of Williamson County tax map 022, parcel 136.00, located at 7711 Horn Tavern Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), property owner: Jeff Pack; and

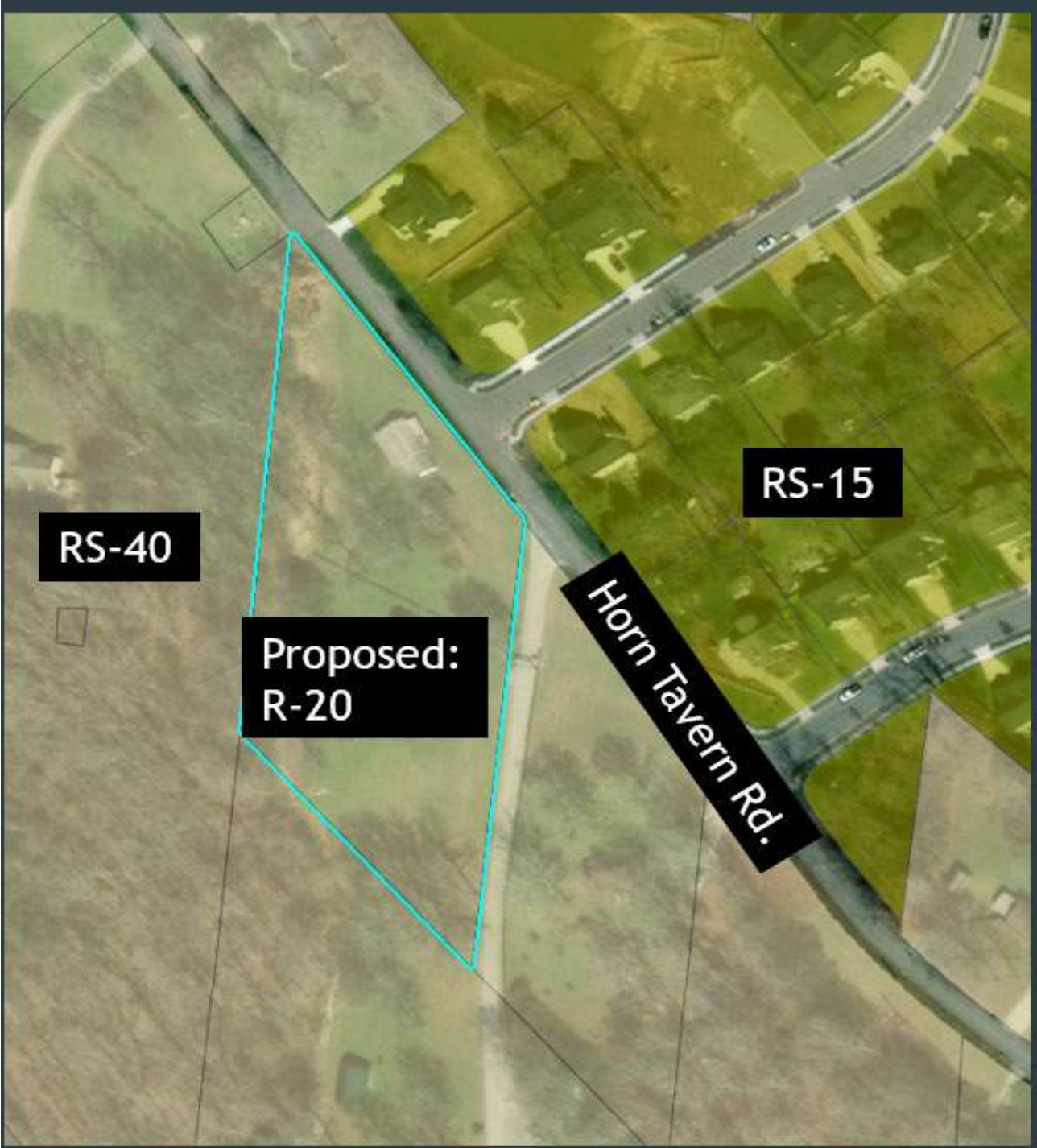
WHEREAS, said property to be rezoned from RS-40 to R-20 is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on March 18, 2025, 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 2.2 (+/-) acre portion of the 5.60 (+/-) acre parcel of property consisting of Williamson County tax map 022, parcel 136.00, located at 7711 Horn Tavern Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), as requested by owner Jeff Pack, 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: The Fairview Observer

RESOLUTION 16-25

**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
(0 CROW CUT ROAD, 28.75 (+/-) ACRES, MAP 018, PARCEL 031.00)**

Tax Map 018, Parcel 031.00

28.75 (+/-) Acres

0 Crow Cut Road

Zoning: RS-40 Single Family Residential

Owner: Vaden Northcutt

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 **May 1, 2025**, at **Fairview City Hall** on the proposed annexation of territory by owner consent, and Plan of Services, to wit:

Being a tract of land in the 1st Civil District of Williamson County, Tennessee, said property being part of the same property conveyed to Arthur Lee Love and wife, Verilyn (Johnson) Love, per Deed of record in Deed Book No. 2493, page 240 in the Register's Office for Williamson County, Tennessee. Said property being more particularly described as follows:

Beginning at an existing iron rod in the west margin of Crow Cut Road at a distance of 25 feet from the center of said road, said point being a southeast corner of the W. H. Collier et ux property; thence along the west margin of Crow Cut Road at a distance of 25 feet from the center of said road South 04 degrees 42 minutes 06 seconds West, 606.62 feet to the point of curvature of a curve to the right having a radius of 1567.17 feet; thence 268.30 feet along the arc of said curve and continuing with the west margin of Crow Cut Road, the long chord of which bears South 09 degrees 36 minutes 22 seconds West, 267.97 feet to the point of tangency of said curve; thence continuing along the west margin of Crow Cut Road at a distance of 25 feet from the center of said road South 14 degrees 30 minutes 38 seconds West, 423.73 feet to an iron rod set at the northeast corner of the Orville K. Sullivan et ux property; thence leaving the west margin of Crow Cut Road along the north boundary line of the Sullivan property North 87 degrees 00 minutes 00 seconds West, 570.45 feet to an existing iron pipe at a northeast corner of the Novel Eleanor Ladd Marshall property; thence along a north boundary line of the Marshall property North 87 degrees 11 minutes 58 seconds West, 338.46 feet to an existing iron pipe; thence along eastern boundary lines of the Marshall property with a fence line to points as follows: North 05 degrees 53 minutes 14 seconds East, 505.56 feet to an iron rod set; North 03 degrees 20 minutes

55 seconds East, 205.29 feet to an iron rod set; North 01 degrees 41 minutes 13 seconds East, 202.49 feet to an existing iron rod at a southeast corner of the Dominique Delbeke property; thence along eastern boundary lines of the Delbeke property with a fence line to points as follows: North 05 degrees 16 minutes 04 seconds East, 216.01 feet to an iron rod set; North 02 degrees 32 minutes 04 seconds East, 137.71 feet to an iron rod set at a southwest corner of the W. H. Collier et ux property; thence along a southern boundary line of the Collier property South 88 degrees 16 minutes 38 seconds East, 658.35 feet to an existing iron rod at the southwest corner of the Henry Collier, Jr. et ux property; thence along the south boundary line of the Henry Collier, Jr. et ux property South 88 degrees 16 minutes 38 seconds East, 292.31 feet to an existing iron rod at a southwest corner of the W.H. Collier et ux property; thence along a southern boundary line of the W. H. Collier et ux property South 88 degrees 25 minutes 25 seconds East, 62.40 feet to the point of beginning, containing 28.75 acres, more or less, by Bledsoe, Adams & Christy Engineering and Surveying, LLC, Phillip Darrin Christy, R.L.S. No. 1821, Surveyor, dated November 13, 2003.

Being the same property conveyed to Marjorie York and Verilyn Love, as Tenants in Common by Quit Claim Deed dated 4/3/96 from Beedy Erlean Johnson of record in Book 1386, page 965, Register's Office for Williamson County, Tennessee, in which deed the said Beedy Erlean Johnson reserved a life estate, and who has since died on December 23, 2001.

Also being the same property conveyed to Arthur Lee Love by Deed to Create a Tenancy by the Entirety from Verilyn (Johnson) Love dated 7/3/02 of record in Book 2493, page 240, Register's Office for Williamson County, Tennessee.

This conveyance is subject to taxes for the year 2004 and subsequent years, and to any and all restrictions and easements of record.

- 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 the Fairview Observer, 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

Water Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The owner indicates that a water tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

D. Sanitary Sewers

Sanitary Sewer Service is provided by the Water Authority of Dickson County, Tennessee, in accordance with their established policy and procedures. The property owner indicates that a sewer tap is located on the road for this property. The City of Fairview, Tennessee, does not provide this service.

Where Sanitary Sewer Service is not provided, an individual sewage 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.

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. Please 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 7, Nay 1, Not voting 1

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 X, Disapproval _____, No Recommendation _____.

SECTION 2: LOCATION MAP

0 Crow Cut Road



Parcel for Annexation:
Tax Map 018, Parcel 031.00
28.75 (+/-) Acres
0 Crow Cut Road
Zoning: RS-40 Single Family Residential
Owner: Vaden Northcutt

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 3rd day of April, 2025.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 17-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, ACCEPTING THE SUBDIVISION IMPROVEMENTS ASSOCIATED WITH PHASE 1 OF THE CUMBERLAND ESTATES SUBDIVISION

WHEREAS, the City of Fairview Municipal Planning Commission approved the Final Plat for Phase 1 of the Cumberland Estates Subdivision, on behalf of Ole South Properties (DEVELOPER); and

WHEREAS, Ole South Properties (DEVELOPER) has completed the subdivision improvements associated with Phase 1 of Cumberland Estates Subdivision, as required and shown on the approved Final Plat as referenced above and recorded in Plat Book _____, Page _____; and

WHEREAS, the City of Fairview has received the as-built drawings for Phase 1 of the Cumberland Estates Subdivision, as required in Article 3-105 of the Subdivision Regulations of the City of Fairview; and

WHEREAS, the engineer for the City of Fairview has inspected the subdivision improvements and has determined that said improvements have been constructed in substantial compliance with the approved improvement plans and as reflected on the as-built drawings for Phase 1 of the Cumberland Estates Subdivision

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

1. The Subdivision Improvements associated with Cumberland Estates Subdivision, Phase 1, as shown on the final plat and recorded in Plat Book _____, Page _____, with the Williamson County Register of Deeds have been accepted for public maintenance, including sidewalks, streets, and stormwater management systems; and
2. In accordance with Cumberland Estates Subdivision, Phase 1, final plat, all easements, sidewalks, streets, and stormwater management systems within the project boundaries shown on the plat as dedicated to the public use are accepted; and
3. The performance bond required by the Subdivision Development Agreement for the construction of the public improvements associated with Cumberland Estates Subdivision, Phase 1, may be released and replaced with a one-year maintenance bond in accordance with the Subdivision Regulations of the City of Fairview.

Pass and adopted this 3rd day of April, 2025.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 18-25

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, ACCEPTING THE SUBDIVISION IMPROVEMENTS ASSOCIATED WITH PHASE 2 OF THE CUMBERLAND ESTATES SUBDIVISION

WHEREAS, the City of Fairview Municipal Planning Commission approved the Final Plat for Phase 2 of the Cumberland Estates Subdivision, on behalf of Ole South Properties (DEVELOPER); and

WHEREAS, Ole South Properties (DEVELOPER) has completed the subdivision improvements associated with Phase 2 of Cumberland Estates Subdivision, as required and shown on the approved Final Plat as referenced above and recorded in Plat Book P69, Page 135; and

WHEREAS, the City of Fairview has received the as-built drawings for Phase 2 of the Cumberland Estates Subdivision, as required in Article 3-105 of the Subdivision Regulations of the City of Fairview; and

WHEREAS, the engineer for the City of Fairview has inspected the subdivision improvements and has determined that said improvements have been constructed in substantial compliance with the approved improvement plans and as reflected on the as-built drawings for Phase 2 of the Cumberland Estates Subdivision

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

1. The Subdivision Improvements associated with Cumberland Estates Subdivision, Phase 2, as shown on the final plat and recorded in Plat Book P69, Page 135, with the Williamson County Register of Deeds have been accepted for public maintenance, including sidewalks, streets, and stormwater management systems; and
2. In accordance with Cumberland Estates Subdivision, Phase 2, final plat, all easements, sidewalks, streets, and stormwater management systems within the project boundaries shown on the plat as dedicated to the public use are accepted; and
3. The performance bond required by the Subdivision Development Agreement for the construction of the public improvements associated with Cumberland Estates Subdivision, Phase 2, may be released and replaced with a one-year maintenance bond in accordance with the Subdivision Regulations of the City of Fairview.

Pass and adopted this 3rd day of April, 2025.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney