

ORDINANCE 2024-08

AN ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025.

WHEREAS, Tennessee Code Annotated § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Commissioners has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2025, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

General Fund	Actual FY 2023	Estimated FY 2024	FY 2025 Budget
<u>Cash Receipts</u>			
Taxes	7,421,391	7,942,852	8,067,500
Licenses and Permits	418,682	541,600	626,200
Fines and Fees	235,607	259,200	275,200
Intergovernmental	1,579,971	1,383,020	1,363,600

Other Revenue	198,108	195,870	461,575
Debt Proceeds	0	0	0
TAN and GAN Proceeds	0	0	0
Transfers In From Other Funds	0	0	0

Total Cash Receipts	9,853,759	10,322,542	10,794,075
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Appropriations

Board of Commissioners	294,841	102,006	107,756
Administration	2,204,410	2,323,241	2,406,607
Finance Department	137,248	250,265	264,098
Planning Department	263,727	667,543	806,754
Engineering Department	397,078	0	0
Municipal Court	198,568	240,507	274,248
Police Department	1,975,503	2,658,082	2,902,545
Fire Department	1,665,484	2,078,006	2,377,096
Parks Department	216,625	622,390	628,280
Public Works Department	372,316	468,372	575,188
Debt Service	918,087	769,000	788,000
Capital Outlay	1,552,879	3,625,785	6,564,600
Transfers Out To Other Funds	0	0	0

Total Appropriations	10,196,766	13,805,197	17,695,173
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Change in Cash (Receipts - Appropriations)	(343,007)	(3,482,655)	(6,901,098)
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Beginning Cash Balance on July 1	15,918,659	15,575,652	12,092,997
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Ending Cash Balance on June 30	15,575,652	12,092,997	5,191,899
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Ending Cash as a % of Appropriations	152.75%	87.60%	29.34%
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State Street Aid	Actual FY 2023	Estimated FY 2024	FY 2025 Budget
<u>Cash Receipts</u>			
State Gasoline and Motor Fuel Taxes	325,057	335,000	335,000
Local Gasoline and Motor Fuel Taxes	0	0	0
Other Revenue	8,854	350	2,000
Debt Proceeds	0	0	0
Total Cash Receipts	333,911	335,350	337,000
<u>Appropriations</u>			
Public Works Department	243,257	226,500	351,000
Debt Service	0	0	0
Total Appropriations	243,257	226,500	351,000
Change in Cash (Receipts - Appropriations)	90,654	108,850	(14,000)
Beginning Cash Balance on July 1	197,915	288,569	397,419
Ending Cash Balance on June 30	288,569	397,419	383,419
Ending Cash as a % of Appropriations	118.63%	175.46%	109.24%

Drug Enforcement Fund	Actual FY 2023	Estimated FY 2024	FY 2025 Budget
<u>Cash Receipts</u>			
Fines and Court Costs	8,367	10,000	11,000
Other Revenue	1,003	100	125
Total Cash Receipts	9,370	8,550	11,125

Appropriations

Police Operational Expenses	24,149	6,000	22,000
Police Capital Expenditures	0	0.0	0.0
Drug Enforcement	0	0.0	0.0
Other	0	0.0	0.0
Total Appropriations	24,149	6,000	22,000
Change in Cash (Receipts - Appropriations)	(11,779)	4,100	(10,875)
Beginning Cash Balance on July 1	39,799	25,020	29,120
Ending Cash Balance on June 30	25,020	29,120	18,245
Ending Cash as a % of Appropriations	118.30%	485.33%	82.93%

SECTION 2: At the end of the fiscal year 2025, the governing body estimates fund balances or deficits as follows:

State Street Aid Fund	\$383,419
Drug Fund	\$18,245
General Fund	\$5,191,899

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

General Fund	\$10,134,151
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SECTION 4: During the coming fiscal year (2025) the governing body has pending and planned capital projects with proposed funding as follows:

Multiple stormwater management projects funded by grant and general fund sources; Multiple Road improvement projects funded by grant and general fund sources; American’s with Disabilities Act (ADA) accessibility improvements funded by grant and general fund sources; Roadway improvements funded through state and general fund sources.

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (TCA § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tennessee Code Annotated § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund in an amount of up to \$25,000 by the City Manager, subject to such limitations and procedures as set by the Board of Commissioners pursuant to Tennessee Code Annotated § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full-time equivalent employees required by Tennessee Code Annotated § 6-56-206 will be attached.

SECTION 8: There is hereby levied a property tax of \$0.8765 per \$100 of assessed value on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the City has debt issued pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21 of the Tennessee Code Annotated (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the City does not have such debt outstanding, it will file this annual operating and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2024, the public welfare requiring it.

Passed 1st Reading: 5-16-2024

Public Hearing: 6-6-2024

Passed 2nd Reading: _____

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 23-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY EASEMENT TO MIDDLE TENNESSEE ELECTRIC

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

WHEREAS, the easement documents are attached as EXHIBIT A.

NOW, THEREFORE, IT IS HEREBY RESOLVED the Mayor and Board of Commissioners of the City of Fairview, Tennessee, do hereby authorize the Mayor to execute the easement documents with Middle Tennessee Electric.

Passed and adopted this the 6th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

Right-of-Way

Easement

This instrument prepared by: MTE
 555 New Salem Highway, Murfreesboro, TN 37129
 _____ Employee Initials



Service Location # _____ Meter Set SO # _____ WO# _____

Grantor: _____ And/by _____

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground; over, across, and through the land owned by Grantor as further described below (the "Property")

County _____ State of Tennessee Tax Map: _____ Group: _____ Parcel: _____

Address _____
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book _____, Page _____, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202____.

 Print Name/Title of Authorized Signatory

 Print Name/Title of Authorized Signatory

 Legal Signature

 Legal Signature

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

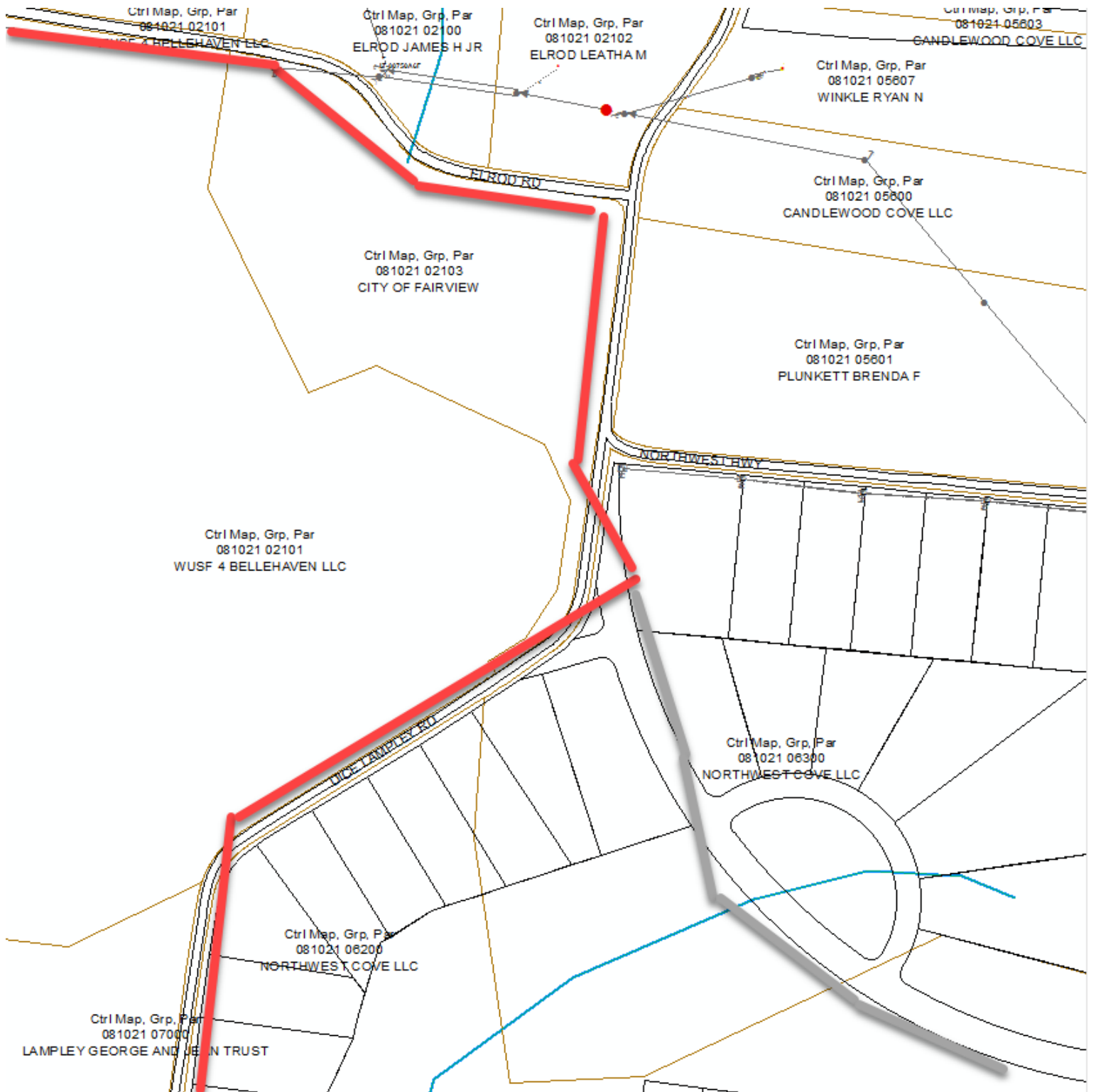
On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

 Notary Signature My Commission Expires _____

 Notary Signature My Commission Expires _____

Exhibit A



RESOLUTION 25-24

A RESOLUTION ACCEPTING THE BID PROPOSAL FOR MOWING & TRIMMING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED DOCUMENTS AND CONTRACTS FOR SERVICES

WHEREAS, the City of Fairview recently advertised for bids for mowing and trimming services for the following locations:

- Historical Village
- Health Dept
- City Hall/ adjacent property
- Volunteer Fire Hall- Hwy 96
- Hwy 100 Sidewalks
- Veterans Park
- Intersection of New Hope Rd and Black Pine Rd
- Hwy 100/Hwy 96 Interchange
- Industrial Park Entrance and Island
- Third Castleberry Entrance (Chessington Drive)
- Welcome Signs (East and West end of town)
- Deer Ridge Property
- Spring House - Horn Tavern Road
- City Hall
- Replacement of mulch, trim bushes, and tree limbs (prior to July 3rd) at City Hall
- Adele Rd./Hopgood Sidewalks
- Crow Cut Rd/Bethshears Rd & School Heights Island

WHEREAS, the aggregate lowest responsible bidder for this work is Greenway Landscaping, LLC, of Fairview, Tennessee; and

WHEREAS, the contract / services agreement for this work shall not exceed twenty-four (24) months and shall be in accordance with the terms set forth in the Invitation to Bid.

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

The City of Fairview, Tennessee, Board of Commissioners resolves to accept the mowing & trimming services bid submitted by Greenway Landscaping, LLC, and further authorizes the city manager to execute any related contracts and/or agreements necessary to secure these services.

Passed and adopted this 6th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

RESOLUTION 26-24

A RESOLUTION AWARDING THE BID TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, JIMMY MANGRUM CONSTRUCTION, FOR THE INSTALLATION OF CONCRETE AT HISTORICAL VILLAGE

WHEREAS, the City of Fairview recently solicited bids for the installation of concrete at Historical Village within the corporate limits of the City of Fairview; and

WHEREAS, the city publicly advertised for bids with a bid opening date of May 20, 2024; and

WHEREAS, Jimmy Mangrum Construction is the lowest responsive and responsible bidder with a base bid of \$63,000.00.

NOW, THEREFORE BE IT RESOLVED the Board of Commissioners of the City of Fairview, Tennessee, accepts the bid submitted by Jimmy Mangrum Construction in the amount of \$63,000.00 and hereby authorizes the installation of concrete at Historical Village.

Passed and adopted this 6th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FROM APPROVED:

Patrick M. Carter, City Attorney

ORDINANCE 2024-09

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 2.59 (+/-) ACRES OF PROPERTY LOCATED AT 7113 HILL HUGHES ROAD, CONSISTING OF WILLIAMSON COUNTY TAX MAP 022, PARCEL 071.01, FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO R-20 (ONE AND TWO FAMILY RESIDENTIAL), PROPERTY OWNER: ANNETTE BELYEA

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 2.59 (+/-) acres of property consisting of Williamson County tax map 022, parcel 071.01, located at 7113 Hill Hughes Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), property owner: Annette Belyea; and

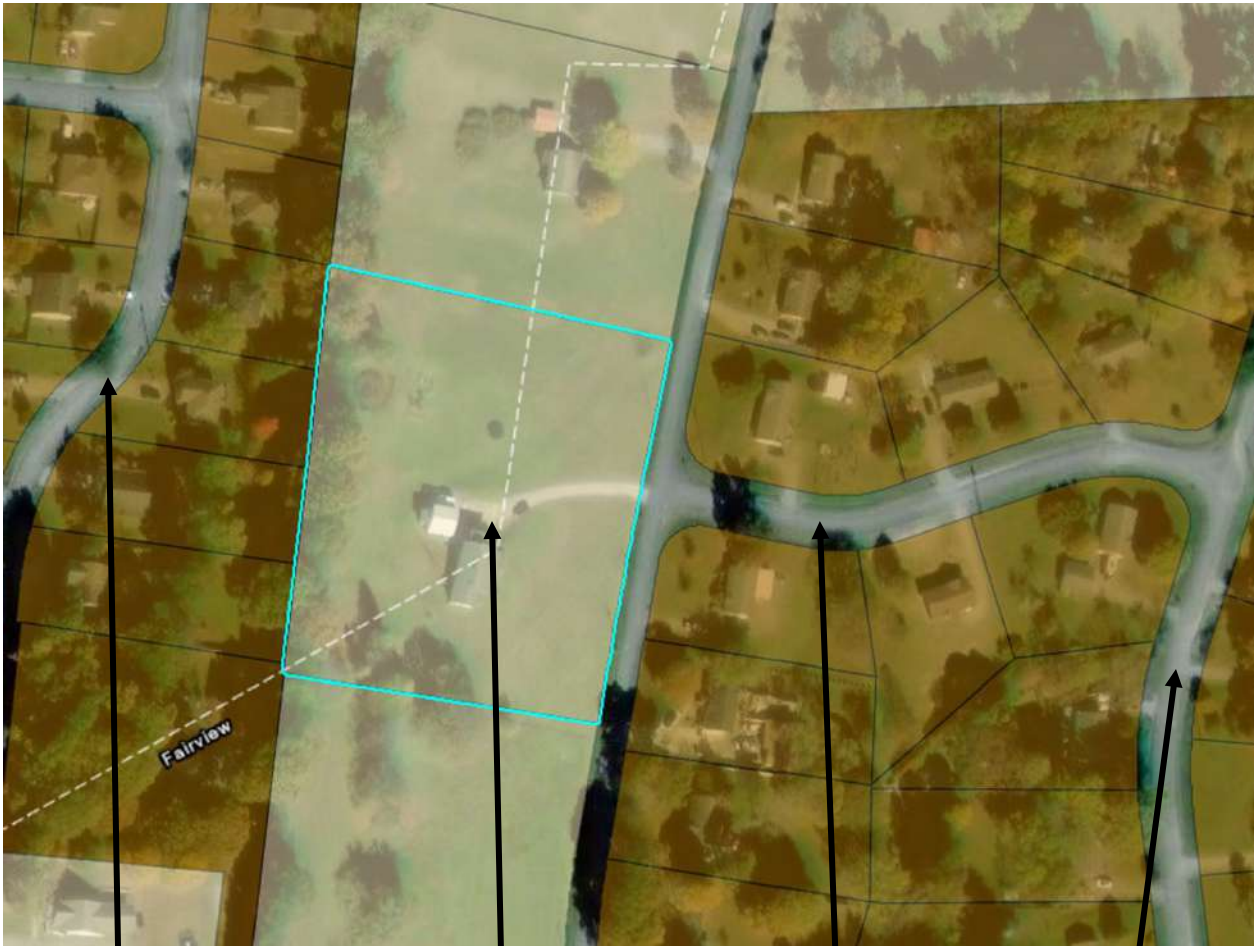
WHEREAS, said property to be rezoned from RS-40 to R-20 is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on May 14, 2024, with a **positive** recommendation for approval without conditions; and

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

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

The zoning ordinance of the City of Fairview, Tennessee, is hereby amended by rezoning 2.59 (+/-) acres of property consisting of Williamson County tax map 022, parcel 071.01, located at 7113 Hill Hughes Road, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), as requested by owner Annette Belyea, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



Hidden Lake Dr

7113 Hill Hughes Rd
Rezone 2.59 (+/-) Acres
Map: 022
Parcel: 071.01
Owner: Annette Belyea
Current Zoning: RS-40
Requested Zoning: R-20

Dody Dr

Oak Tree Dr

Approved by the Board of Commissioners:

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

Published for public notice on: _____ In: _____

ORDINANCE 2024-10

AN ORDINANCE TO AMEND TITLE 4, CHAPTER 2, PERSONNEL RULES AND REGULATIONS AND TO ADOPT THE FAIRVIEW POLICY MANUAL FOR THE CITY OF FAIRVIEW, TN

WHEREAS, the City of Fairview has previously adopted personnel policies as provided in Ordinance #615 adopted April 6, 2006 (as amended) and by Ordinance #875 adopted May 7, 2015 and amended last by Ordinance 2023-04 adopted May 4, 2023; and

WHEREAS, the City Commission desires to repeal the current personnel policy in its entirety along with all prior personnel policies and amendments thereto to adopt the new Fairview Policy Manual for the City of Fairview; and

WHEREAS, the City Commission recognizes the importance of adopting a policy manual (Personnel Rules) for the management of the employer-employee relationship; and

WHEREAS, the purpose of such Policy Manual is to establish a high degree of understanding and cooperation among the City of Fairview employees, which comes from the application of good procedures in personnel administration, and to provide standard policies for all employees; and to provide uniform policies with all the benefits such a program ensures without regard to memberships in protected classes; and

WHEREAS, from time-to-time new technologies, changes in state and federal legislations, or emerging managerial practices dictate the need to revise and update such policies and procedures.

NOW, THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF FAIRVIEW, TENNESSEE AS FOLLOWS:

Title 4, Chapter 2, Personnel Rules and Regulations, Section 4-201, is hereby repealed in its entirety and replaced with the following:

4-201. Fairview Policy Manual. The City Commission, by ordinance, may establish and revise a system of personnel rules and regulations. Such rules and regulations shall be maintained by the City Manager and made available to all departments and employees.

This ordinance shall become effective immediately upon its passage the public welfare requiring it.

Passed on First Reading this _____ day of _____, 2024

Passed Second Reading this _____ day of _____, 2024

Lisa Anderson, Mayor

Rachel Jones, City Recorder

Patrick M. Carter, City Attorney

ORDINANCE 2024-11

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FAIRVIEW, TENNESSEE, BY REZONING 57.9 (+/-) ACRES OF PROPERTY LOCATED AT 7281 NORTHWEST HIGHWAY, CONSISTING OF WILLIAMSON COUNTY TAX MAP 021, PARCELS 62.00 AND 63.00, FROM RS-40 (SINGLE FAMILY RESIDENTIAL) TO R-20 (ONE AND TWO FAMILY RESIDENTIAL), PROPERTY OWNER: NORTHWEST COVE, 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 57.9 (+/-) acres of property consisting of Williamson County tax map 021, parcels 62.00 and 63.00, located at 7281 Northwest Highway from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), property owner: Northwest Cove, LLC; and

WHEREAS, more specifically, the rezoning request is for a 14.7 (+/-) acre portion of tax map 021 parcel 63.00 and a 36.9 (+/-) acre portion of tax map 021 parcel 62.00; and

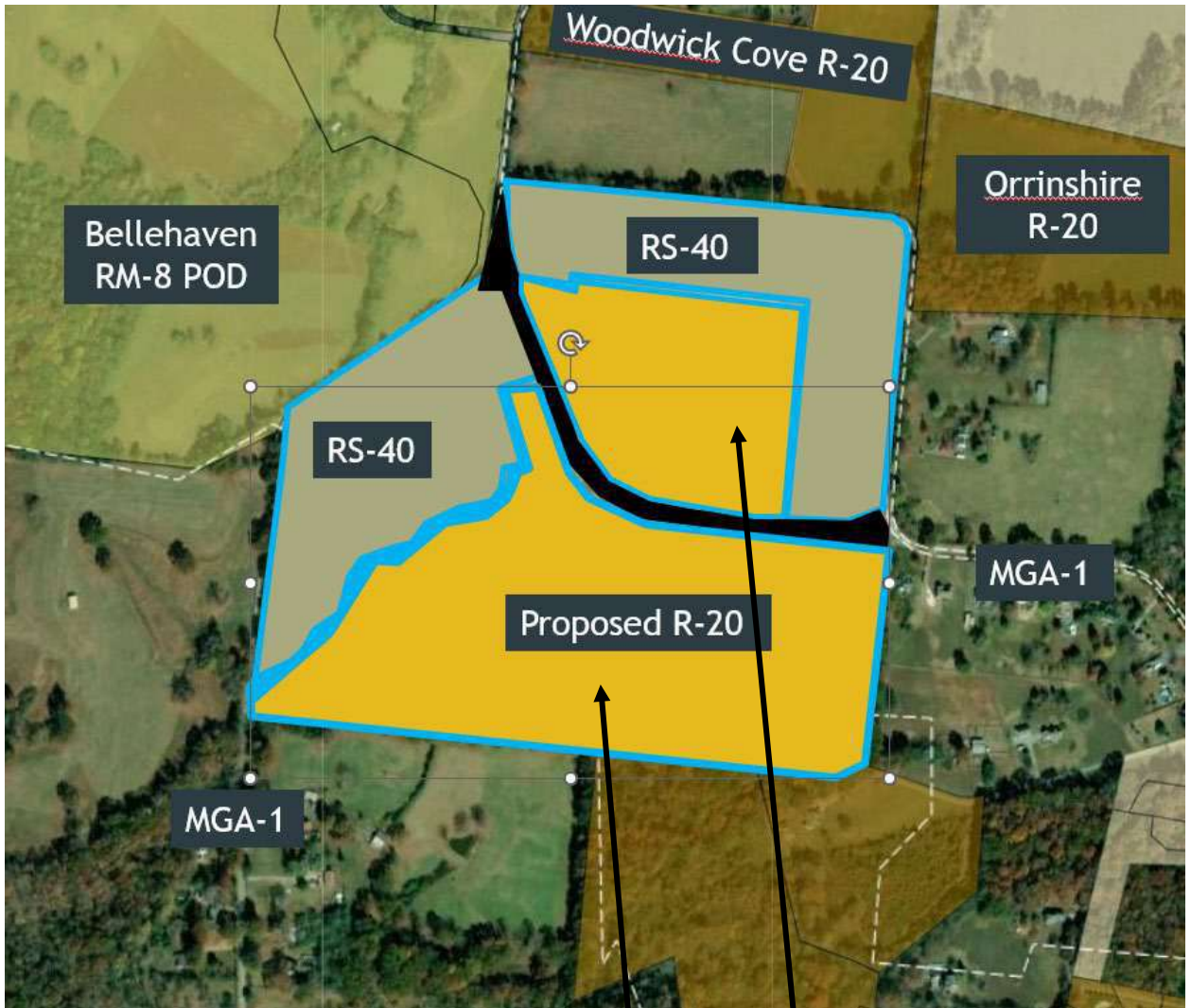
WHEREAS, said property to be rezoned from RS-40 to R-20 is located within the corporate limits of the City of Fairview; and

WHEREAS, the City of Fairview Municipal Planning Commission forwarded the request to the Board of Commissioners on May 14, 2024, with a **negative** 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 57.9 (+/-) acres of property consisting of Williamson County tax map 021, parcels 62.00 and 63.00, located at 7281 Northwest Highway, from RS-40 (Single Family Residential) to R-20 (One and Two Family Residential), as requested by owner Northwest Cove, LLC, the public welfare requiring it. The rezoning of this site shall be subject to all City of Fairview ordinances and regulations.



7281 Northwest Hwy
Rezone 57.9 (+/-) Acres
Map: 021
Parcels: 62.00 & 63.00
Owner: Northwest Cove, LLC
Current Zoning: RS-40
Requested Zoning: R-20

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: _____

RESOLUTION 27-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF FAIRVIEW, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE THE NORTHWEST HIGHWAY DEVELOPMENT AGREEMENT

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

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

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

Passed and adopted this the 6th day of June, 2024.

Lisa Anderson, Mayor

ATTEST:

Rachel Jones, City Recorder

LEGAL FORM APPROVED:

Patrick M. Carter, City Attorney

NORTHWEST HIGHWAY DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the 6th day of June 2024, by and between D.R. HORTON, INC., a Delaware limited liability company ("the Developer"), and the CITY OF FAIRVIEW, TENNESSEE, a municipal corporation organized and existing under the laws of the State of Tennessee ("the City").

WITNESSETH:

WHEREAS, on December 12, 2023, the City Planning Commission approved Resolution PC-40-23, a Development Plan proposed by the Developer for that certain real property in the City of Fairview, Williamson County, Tennessee (the "Property"); and

WHEREAS, the Property has attained certain development entitlements from the City for the development of the Property for up to 484 homes, infrastructure, open space, and amenities on 251.16 acres as depicted on Exhibit A attached hereto (the "Bellehaven Development"); and

WHEREAS, the Developer is obligated pursuant to that certain Traffic Impact Study dated October 31, 2023, to provide for the construction of certain off-site public roadway improvements at the intersection of State Route 96 at New Hope Pass/Bellehaven Development access as depicted on Exhibit B attached hereto (the "Developer Roadway Improvements"); and

WHEREAS, the Developer has agreed to voluntarily contribute financial assistance toward the City's plan to widen, upgrade and improve additional segments of Northwest Highway as depicted on Exhibit C attached hereto (the "City Northwest Highway Project") that are not directly attributed to the Bellehaven Development's impact; and

WHEREAS, the City Northwest Highway Project includes, but may not be limited to, a new traffic signal at the intersection of State Route 96 at Northwest Highway/Jingo Road and related improvements for Northwest Highway from SR-96 to approximately 875 feet to the south, as referenced in City Resolution 28-23 dated on May 4, 2023; and

WHEREAS, the Developer's contribution toward the City Northwest Highway Project will satisfy the two conditions added by the City Planning Commission to its approval of the Bellehaven Development as reflected on pages 13 and 14 of the December 12, 2023, meeting minutes.

NOW, THEREFORE, in consideration of the mutual covenants and assurances set forth herein, the Developer and the City do hereby agree as follows:

1. Developer Responsibilities

Upon taking title to the Property, the Developer agrees to make a financial

contribution in the amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,00.00) or the actual amount of the project if less, toward the City Northwest Highway Project (the “Developer’s Contribution”), provided:

- A. The Developer’s Contribution shall be paid to the City within thirty (30) days of Developer’s receipt of the City’s award of the construction contract to a roadway contractor and a notice to commence roadway construction (“Notice to Proceed”) for the City Northwest Highway Project.
- B. If a Notice to Proceed is not issued by the City prior to the City Planning Commission approval of Developer’s Final Plat for Phase One of Bellehaven, then Developer shall have the right to post a distinct surety bond for the Developer’s Contribution in the form of a letter of credit in favor of the City for a maximum duration of five (5) years or until the City’s issuance of the Notice to Proceed, whichever occurs first. After the City’s issuance of the Notice to Proceed, but within five (5) years, the Planning Commission shall release the surety bond and the Developer shall make full payment of the Developers Contribution to the City.

2. City Responsibilities

The City agrees to take all necessary action pursuant to Resolution 28-23, including any necessary amendment thereto or new resolution or ordinance, to timely fund, construct, and diligently complete the City Northwest Highway Project. The City shall appropriate the entirety of the Developer’s Contribution to the City Northwest Highway Project to offset the cost of the City Northwest Highway Project that are beyond the scope and responsibility of the Developer’s Roadway Improvements for Bellehaven.

- A. The City shall substantially complete the City Northwest Highway Project for public use on or before the five (5) year anniversary of the date of this agreement.
- B. The Developer’s Contribution shall not be used by the City for any other public or non-profit purpose.
- C. The City shall review and approve all completed applications, issue permits, inspect and perform all actions in the normal course of its operations and procedures to enable the Developer to proceed with the Bellehaven Development. The progress status of the City Northwest Highway Project shall not be cause for the City to delay its performance of subdivision plat and permit approvals or any other role and responsibility relative to the Bellehaven Development.

3. Default and Remedies

- A. Failure of the City to comply with and timely complete its obligations and responsibilities herein shall constitute an “Event of Default.” The City shall have a maximum period of sixty (60) days to cure any Event of Default. If the City fails to cure, then Developer’s remedy for an Event of Default shall be the termination of this

agreement and the City shall release to the Developer the full amount of Developer's Contribution or its surety bond, whichever the case may be as provided herein.

- B. Failure of the Developer to comply with and timely complete its obligations and responsibilities herein shall constitute an "Event of Default." If default shall continue for (i) a period of thirty (30) days after the earlier of the date of Developer's discovery thereof or the date that written notice thereof is given by the City to the Developer, or (ii) if the default cannot reasonably be cured within thirty (30) days, such longer period as may be reasonably necessary to cure such default provided that Developer has commenced efforts to cure such default within said period of thirty (30) days, and is thereafter actively, diligently, and in good faith proceeding with continuity to remedy such default. During the existence of an Event of Default, the City shall have the right to enforce this Agreement in a court of law.
- C. The parties acknowledge and agree that the Developer's Contribution is strictly conditioned upon the City's issuance of the Notice to Proceed with the City Northwest Highway Project within five (5) years of the date of this agreement.

4. Further Assurances

The Parties hereby agree to act in good faith on a continuing basis to execute, deliver and otherwise exchange all necessary documents, any additional instruments of assurances, and to take such further actions as may be reasonably necessary from time to time in order to effectuate the performances rationally related and contemplated by this Agreement.

5. Non – Waiver

None of the terms, covenants or conditions of this Agreement shall be deemed waived by any act of either Party unless same is specified in writing executed by all Parties hereto.

6. Liability

The City shall have no liability except as specifically provided in this Agreement.

7. Governing Law

This Agreement shall be construed under and enforced pursuant to the laws of the State of Tennessee.

8. Venue and Jurisdiction

Exclusive venue and jurisdiction for any litigation brought pursuant to or with regard to this Agreement shall be in the Circuit Court for Williamson County, Tennessee.

9. Amendment

This Agreement shall be amended only in writing executed by all Parties hereto.

10. Assignment

This Agreement shall not be assigned by the Developer to a third party without prior written consent of the City, which shall not be unreasonably withheld. Notwithstanding the foregoing, the following shall be permitted without the prior approval of the City: (a) transfers of direct or indirect ownership interests in the Developer; and (b) transfers of all or any part of Developer's rights under this Agreement, including its right to receive any Credits due hereunder, to (i) any affiliate of Developer, or (ii) any lender or other party that provides acquisition, construction, working capital, or other financing to the Developer in connection with the Developer's Contribution for the City's construction of the City Northwest Highway Project.

11. Time is of the Essence

All Parties hereto acknowledge that time is of the essence, and each will commit to the performance and completion of their responsibilities herein on an expedited basis.

12. Binding Effect

This Agreement shall be binding upon each of the parties hereto, their successors, heirs and assigns and that there are no understandings or agreements between them except as contained in this Agreement.

13. Notices and Communications

All notices hereunder shall be deemed officially provided when delivered by hand delivery or mailed by first class, postage prepaid, registered or certified mail or overnight couriers service such as Federal Express or UPS to the addresses below. Email communications shall be a courtesy only. Either party may change its address for notification by delivering notice thereof in accordance with this Paragraph.

The City:

City of Fairview, TN
ATTN: Tom Daugherty, City Manager
7100 City Center Circle
P.O. Box 69
Fairview, TN 37062
tdaugherty@Fairview-TN.org

with copy to:

Patrick Carter, Esq.
Fairview City Attorney
809 South Main Street
Columbia, TN 38401
pcarter@Mtlawgroup.net

The Developer:

D. R. Horton, LLC
ATTN: Matt Dowdle, P.E., Director of Land
819 Seven Oaks Boulevard
Smyrna, TN 37167
msdowdle@drhorton.com

with copy to:

Tune, Entrekin and White, PC
ATTN: Shawn R. Henry, Esq.
500 11th Ave. N. Suite 600
Nashville, TN 37203
shenry@teqlawfirm.com

14. Execution

This Agreement may be executed in one or more identical counterparts, each of which shall be deemed to be an original for all purposes, and all of which taken together shall constitute a single instrument.

Approved by the City of Fairview Board of Commission on May___, 2024.

SO AGREED by the undersigned Parties as of the date first given above.

D.R. HORTON, INC.

CITY OF FAIRVIEW, TN

Danny Clawson, President
Nashville Division

Lisa Anderson, Mayor

EXHIBIT A
THE PROPERTY – BELLEHAVEN DEVELOPMENT PLAN
[see attached]

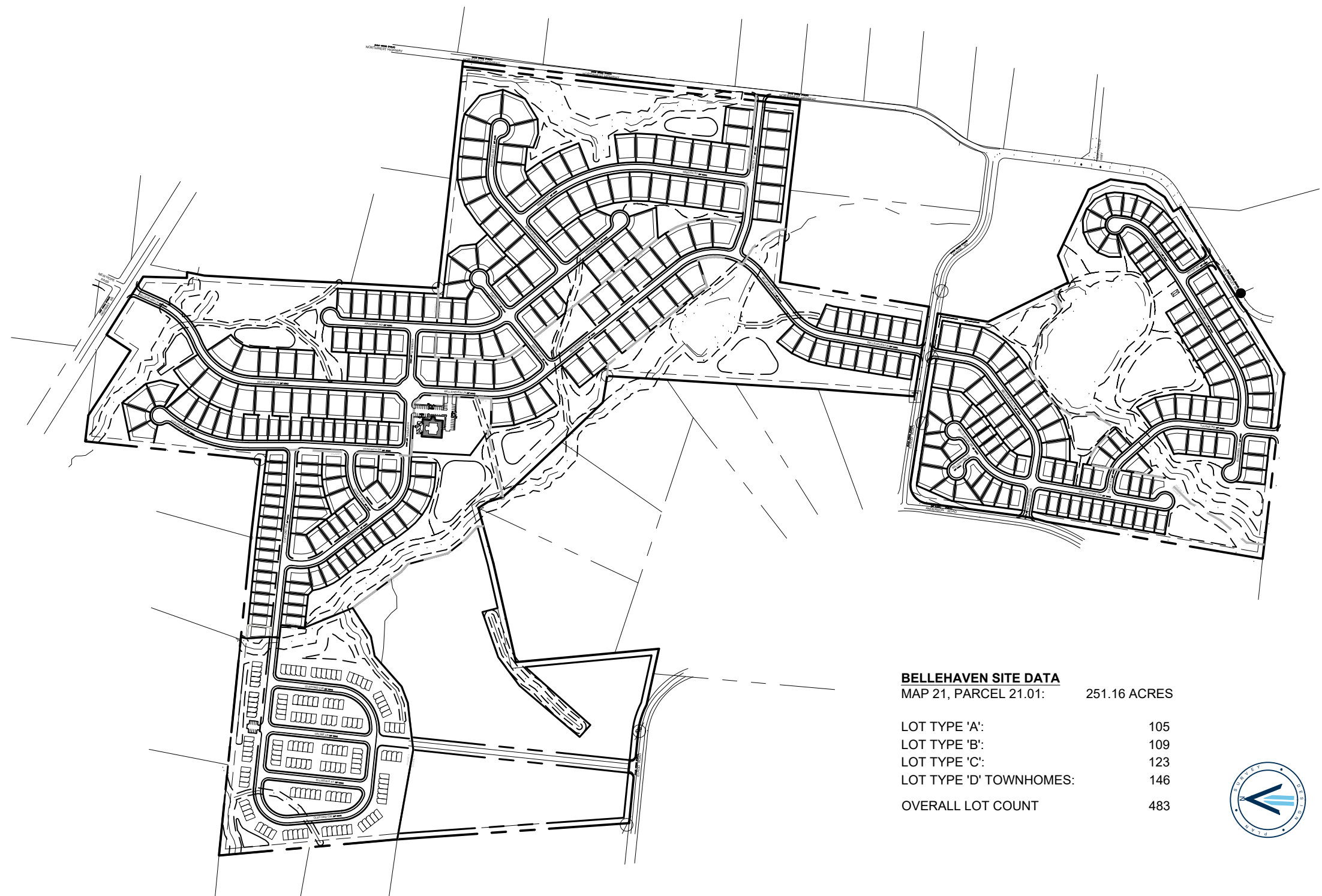
EXHIBIT B
DEVELOPER ROADWAY IMPROVEMENTS
[see attached]

EXHIBIT C
CITY NORTHWEST HIGHWAY PROJECT
[see attached]



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BELLEHAVEN

FOR

D.R. HORTON

CITY OF FAIRVIEW, TENNESSEE

BELLEHAVEN SITE DATA

MAP 21, PARCEL 21.01: 251.16 ACRES

LOT TYPE 'A':	105
LOT TYPE 'B':	109
LOT TYPE 'C':	123
LOT TYPE 'D' TOWNHOMES:	146
OVERALL LOT COUNT	483



Scale: 1" = 600'

Date: 2024.04.29

Approved By: MHH

Revisions:

-	-
-	-
-	-
-	-
-	-

Drawing Title:
EXHIBIT A

Drawing No.
1 OF 3

Project No.
14026-1909

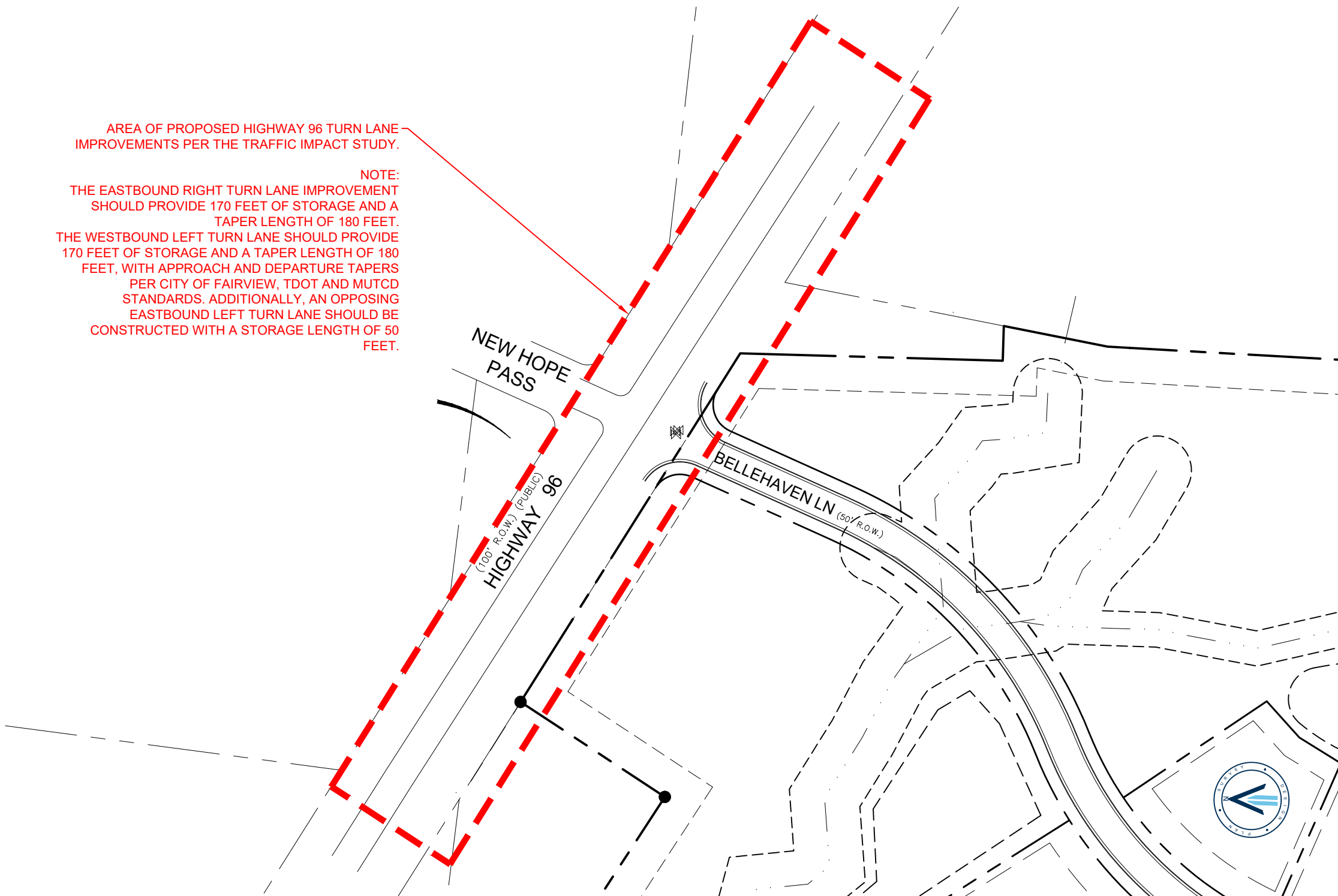


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AREA OF PROPOSED HIGHWAY 96 TURN LANE IMPROVEMENTS PER THE TRAFFIC IMPACT STUDY.

NOTE:
THE EASTBOUND RIGHT TURN LANE IMPROVEMENT SHOULD PROVIDE 170 FEET OF STORAGE AND A TAPER LENGTH OF 180 FEET.
THE WESTBOUND LEFT TURN LANE SHOULD PROVIDE 170 FEET OF STORAGE AND A TAPER LENGTH OF 180 FEET, WITH APPROACH AND DEPARTURE TAPERS PER CITY OF FAIRVIEW, TDOT AND MUTCD STANDARDS. ADDITIONALLY, AN OPPOSING EASTBOUND LEFT TURN LANE SHOULD BE CONSTRUCTED WITH A STORAGE LENGTH OF 50 FEET.



BELLEHAVEN
FOR
D.R. HORTON
CITY OF FAIRVIEW, TENNESSEE

Scale: 1" = 200'

Date: 2024.04.29

Approved By: MHH

Revisions:

Drawing Title:
EXHIBIT B

Drawing No.
2 OF 3

Project No.
14026-1909



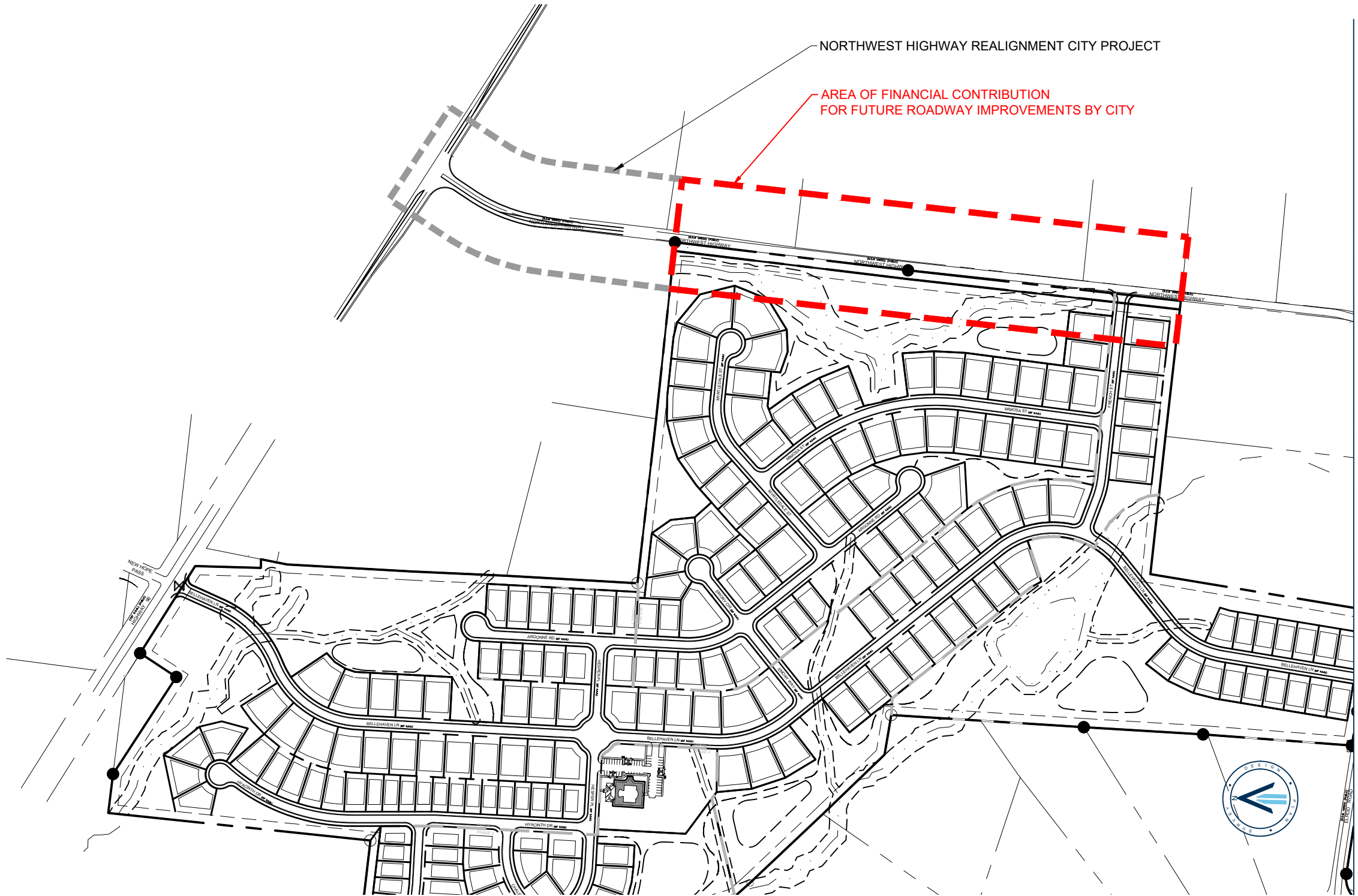


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NORTHWEST HIGHWAY REALIGNMENT CITY PROJECT

AREA OF FINANCIAL CONTRIBUTION
FOR FUTURE ROADWAY IMPROVEMENTS BY CITY



BELLEHAVEN

FOR

D.R. HORTON

CITY OF FAIRVIEW, TENNESSEE

Scale: 1" = 200'

Date: 2024.04.29

Approved By: MHH

Revisions:

Drawing Title:
EXHIBIT C

Drawing No.
3 OF 3

Project No.
14026-1909

