

ORD-1

**ORDINANCE 2024-15****AN ORDINANCE ADOPTING AND ENACTING A CODIFICATION AND REVISION OF THE ORDINANCES OF THE CITY OF FAIRVIEW, TENNESSEE.**

WHEREAS some of the ordinances of the City of Fairview are obsolete, and

WHEREAS some of the other ordinances of the City of Fairview are inconsistent with each other or are otherwise inadequate, and

WHEREAS the Board of Commissioners of the City of Fairview, Tennessee, has caused its ordinances of a general, continuing, and permanent application or of a penal nature to be codified and revised and the same are embodied in a code of ordinances known as the "Fairview Municipal Code," now, therefore:

BE IT ORDAINED BY THE CITY OF FAIRVIEW, AS FOLLOWS:<sup>1</sup>

**Section 1. Ordinances codified.** The ordinances of the City of Fairview of a general, continuing, and permanent application or of a penal nature, as codified and revised in the following "titles," namely "titles" 1 to 20, both inclusive, are ordained and adopted as the "Fairview Municipal Code," hereinafter referred to as the "Municipal Code."

**Section 2. Ordinances repealed.** All ordinances of a general, continuing, and permanent application or of a penal nature not contained in the municipal code are hereby repealed from and after the effective date of said code, except as hereinafter provided in Section 3 below.

**Section 3. Ordinances saved from repeal.** The repeal provided for in Section 2 of this ordinance shall not affect: Any offense or act committed or done, or any penalty or forfeiture incurred, or any contract or right established or accruing before the effective date of the municipal code; any ordinance or resolution promising or requiring the payment of money by or to the city or authorizing the issuance of any bonds or other evidence of said city's indebtedness; any appropriation ordinance or ordinance providing for the levy of taxes or any budget ordinance; any contract or obligation assumed by or in

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<sup>1</sup>Charter reference

Tennessee Code Annotated, § 6-20-214.

favor of said city; any ordinance establishing a social security system or providing coverage under that system; any administrative ordinances or resolutions not in conflict or inconsistent with the provisions of such code; the portion of any ordinance not in conflict with such code which regulates speed, direction of travel, passing, stopping, yielding, standing, or parking on any specifically named public street or way; any right or franchise granted by the city; any ordinance dedicating, naming, establishing, locating, relocating, opening, paving, widening, vacating, etc., any street or public way; any ordinance establishing and prescribing the grade of any street; any ordinance providing for local improvements and special assessments therefor; any ordinance dedicating or accepting any plat or subdivision; any prosecution, suit, or other proceeding pending or any judgment rendered on or prior to the effective date of said code; any zoning ordinance or amendment thereto or amendment to the zoning map; nor shall such repeal affect any ordinance annexing territory to the city.

**Section 4. Continuation of existing provisions.** Insofar as the provisions of the municipal code are the same as those of ordinances existing and in force on its effective date, said provisions shall be considered to be continuations thereof and not as new enactments.

**Section 5. Penalty clause.** Unless otherwise specified in a title, chapter or section of the municipal code, including the codes and ordinances adopted by reference, whenever in the municipal code any act is prohibited or is made or declared to be a civil offense, or whenever in the municipal code the doing of any act is required or the failure to do any act is declared to be a civil offense, the violation of any such provision of the municipal code shall be punished by a civil penalty of not more than fifty dollars (\$50.00) and costs for each separate violation; provided, however, that the imposition of a civil penalty under the provisions of this municipal code shall not prevent the revocation of any permit or license or the taking of other punitive or remedial action where called for or permitted under the provisions of the municipal code or other applicable law. In any place in the municipal code the term "it shall be a misdemeanor" or "it shall be an offense" or "it shall be unlawful" or similar terms appears in the context of a penalty provision of this municipal code, it shall mean "it shall be a civil offense." Anytime the word "fine" or similar term appears in the context of a penalty provision of this municipal code, it shall mean "a civil penalty."

Each day any violation of the municipal code continues shall constitute a separate civil offense.<sup>1</sup>

**Section 6. Severability clause.** Each section, subsection, paragraph, sentence, and clause of the municipal code, including the codes and ordinances adopted by reference, is hereby declared to be separable and severable. The invalidity of any section, subsection, paragraph, sentence, or clause in the municipal code shall not affect the validity of any other portion of said code, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted therefrom.

**Section 7. Reproduction and amendment of code.** The municipal code shall be reproduced in loose-leaf form. The board of commissioners, by motion or resolution, shall fix, and change from time to time as considered necessary, the prices to be charged for copies of the municipal code and revisions thereto. After adoption of the municipal code, each ordinance affecting the code shall be adopted as amending, adding, or deleting, by numbers, specific chapters or sections of said code. Periodically thereafter all affected pages of the municipal code shall be revised to reflect such amended, added, or deleted material and shall be distributed to city officers and employees having copies of said code and to other persons who have requested and paid for current revisions. Notes shall be inserted at the end of amended or new sections, referring to the numbers of ordinances making the amendments or adding the new provisions, and such references shall be cumulative if a section is amended more than once in order that the current copy of the municipal code will contain references to all ordinances responsible for current provisions. One copy of the municipal code as originally adopted, and one copy of each amending ordinance thereafter adopted shall be furnished to the Municipal Technical Advisory Service immediately upon final passage and adoption.

**Section 8. Construction of conflicting provisions.** Where any provision of the municipal code is in conflict with any other provision in said code, the provision which establishes the higher standard for the promotion and protection of the public health, safety, and welfare shall prevail.

**Section 9. Code available for public use.** A copy of the municipal code shall be kept available in the recorder's office for public use and inspection at all reasonable times.

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<sup>1</sup>State law reference

For authority to allow deferred payment of fines, or payment by installments, see Tennessee Code Annotated, § 40-24-101 et seq.

**Section 10. Date of effect.** This ordinance shall take effect no sooner than fifteen (15) days after first passage thereof, provided that it is read two (2) different days in open session before its adoption, and not less than one week elapses between first and second readings, the welfare of the city requiring it, and the municipal code, including all the codes and ordinances therein adopted by reference, shall be effective on and after that date.

Passed 1st reading August 15, 2024.

Passed 2nd reading \_\_\_\_\_, 20\_\_.

Public hearing held on September 19, 2024.

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Mayor

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Recorder

APPROVED AS TO FORM:

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City Attorney

**RESOLUTION 42-24**

**A RESOLUTION OF THE CITY OF FAIRVIEW, TENNESSEE, BOARD OF COMMISSIONERS AUTHORIZING THE MAYOR TO EXECUTE THE ANNUAL INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF FAIRVIEW REGARDING PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS**

**WHEREAS**, by partnership between the City of Fairview and Williamson County the county may perform periodic road work and maintenance to city roads as directed by the city, and

**WHEREAS**, both agencies believe this agreement has significant value to the community and both agencies desire for this arrangement to continue.

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

The City of Fairview Board of Commissioners hereby resolves to and does authorize the Mayor to execute the annual contract between the City of Fairview and Williamson County for periodic road work and maintenance to municipal roads.

Passed and adopted this 19<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Lisa Anderson, Mayor

ATTEST:

\_\_\_\_\_  
Rachel Jones, City Recorder

LEGAL FORM APPROVED:

\_\_\_\_\_  
Patrick M. Carter, City Attorney

**ADDENDUM J  
TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE CITY OF FAIRVIEW,  
TENNESSEE FOR THE PROVISION OF PERIODIC ROAD WORK AND MAINTENANCE TO MUNICIPAL ROADS**

THIS ADDENDUM J ("Addendum") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, on behalf of the Williamson County Highway Department ("Highway Department"), and the CITY OF FAIRVIEW ("City"), a municipal government located at 7100 City Center Circle, Fairview, Tennessee 37062, to extend the terms and conditions of the original Interlocal Agreement ("Agreement") regarding assistance and reimbursement for periodic road work and maintenance to municipal roads located within the established boundary and under the jurisdiction of the City.

**WHEREAS** as Tennessee local governments, the parties, upon approval of their respective legislative bodies, have the authority to enter into agreements for the joint cooperation in the provision of public services;

**WHEREAS,** pursuant to Tennessee Code Annotated, Section 54-7-202, the Highway Department is authorized to perform road work for other governmental entities if authorized by the County's legislative body and if the cost for the work is reimbursed to the Highway Department;

**WHEREAS,** the current term of the Agreement shall terminate on June 30, 2024 if the parties do not agree to extend the Agreement; and

**WHEREAS,** the parties have agreed to continue to be bound by all provisions of the Agreement for the additional term:

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The parties have agreed to exercise the option to extend the Agreement for an additional one (1) year term as provided in the Agreement and made a part of the Agreement. The current term of the Agreement shall continue on and through July 1, 2024 without interruption and shall terminate on June 30, 2025 unless otherwise terminated or extended by written agreement of the parties. The parties may extend the Agreement for additional terms of one (1) year each upon written agreement of the parties. The option to extend shall be exercised and at the discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County's Attorney for form, the Williamson County Highway Superintendent, the Budget Director for adequate funds, and signed by the Williamson County Mayor. In no event shall the term of the Agreement extend beyond the maximum period provided by law.
2. All extensions are subject to and conditioned on the parties' legislative bodies appropriating funds required to fulfill the obligations contained in the Agreement.
3. The person of contact for the Williamson County Highway Department shall be the Highway Superintendent and the person of contact for the City shall be the City Manager. All other terms included in the Agreement which do not conflict with this Addendum shall remain in effect.

**IN WITNESS WHEREOF,** the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**WILLIAMSON COUNTY, TENNESSEE:**

**CITY OF FAIRVIEW, TENNESSEE:**

\_\_\_\_\_  
Rogers Anderson, Williamson County Mayor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phoebe Reilly, Budget Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Eddie Hood, Highway Superintendent

  
Williamson County Attorney