

---

---

**CITY OF GALLATIN  
COUNCIL MEETING**

**April 07, 2015**

**6:00 pm**

**Dr. J. Deotha Malone  
Council Chambers**

---

---

- Call to Order – Mayor Paige Brown
- Invocation
- Pledge of Allegiance – Vice Mayor Hayes
- Roll Call: Alexander – Brackenbury – Camp – Vice Mayor Hayes – Kemp – Mayberry – Overton
- Approval of Minutes: February 24, 2015 City Council Meeting (Rescheduled from February 17, 2015); March 3, 2015 City Council Meeting; March 17, 2015 City Council Meeting
- Public Recognition on Agenda-Related Items
- Mayor’s Comments

**AGENDA**

1. **Public Hearing Ordinance No. O1405-32** An ordinance of the City of Gallatin, Sumner County, Tennessee rezoning an approximate 46.95 acre parcel, located east of Big Station Camp Boulevard and north of Vietnam Veterans Boulevard (Highway 386) from Planned General Commercial (PGC) to the Mixed Use (MU) Zoning District and approving a Preliminary Master Development Plan for Gross Builders-Hidden Creek, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. **(Vice Mayor Hayes)**
2. **Public Hearing Ordinance No. O1501-3** An ordinance of the City of Gallatin, Sumner County, Tennessee rezoning an approximate 10.525 (+/-) acre parcel, located south of Harris Lane and west of GreeLea Boulevard, from the Agricultural Residential (A) Zoning District to the Multiple Residential and Office (MRO) Zoning District and approving a Preliminary Master Development Plan for Long Hollow Farms Subdivision, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. **(Vice Mayor Hayes)**
3. **Second Reading Ordinance No. O1503-18** Ordinance expanding the scope of the work and authorizing funds in the total amount of \$8,550.00 to develop city job descriptions **(Councilman Mayberry)**
4. **Second Reading Ordinance No. O1503-19** Ordinance appropriating funds from sale of trucks for the Building Department in the amount of \$7,481.18 **(Councilman Camp)**
5. **Second Reading Ordinance No. O1503-20** Ordinance appropriating \$30,000 for downtown signage **(Councilwoman Brackenbury)**
6. **Second Reading Ordinance No. O1503-21** Ordinance appropriating funds in the amount of \$97,596.67 to implement the 2015 Compensation Plan **(Vice Mayor Hayes)**

7. **First Reading Ordinance No. O1503-23** Ordinance appropriating \$116.24 from revenue received by sign shop sale of materials **(Councilman Overton)**
8. **Supplemental Resolution No. 4** A resolution, supplemental to the Master Resolution pertaining to Water and Sewer Revenue Obligations, authorizing the issuance of not to exceed \$28,500,000 in aggregate principal amount of Water and Sewer System Revenue Refunding and Improvement Bonds, Series 2015 of the City of Gallatin, Tennessee; making provisions for the issuance, sale and payment of said Series 2015 Bonds; and establishing the terms thereof and the disposition of proceeds therefrom. **(Councilman Mayberry)**
9. **Resolution No. R1503-15** Resolution approving new job description for Data Quality Control Specialist for Building Codes Department **(Councilman Alexander)**
10. **Resolution No. R1503-16** Resolution reassigning Animal Control duties from Public Works Department to Gallatin Police Department. **(Councilwoman Kemp)**
11. **Resolution No. R1504-17** A resolution of the City of Gallatin, Sumner County, Tennessee to create an Adventure Tourism District in the city and to develop an Adventure Tourism District Plan in conjunction with Sumner County, Tennessee, for submission to the Tennessee Department of Economic and Community Development and to the Tennessee Department of Revenue for joint approval as an Adventure Tourism District pursuant to the Tennessee Adventure Tourism and Rural Development Act of 2011 **(Councilwoman Brackenbury)**
12. **Resolution No. R1504-18** Resolution in support of Payment in Lieu of Tax (PILOT) Program for Project Island as economic development incentive **(Councilman Camp)**

- Other Business
- Public Recognition on Non-Agenda-Related Items
- Adjourn

# City of Gallatin City Council Meeting

February 24, 2015

The Gallatin City Council met in a rescheduled session on Tuesday, February 24, 2105 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. The Council Meeting on February 17, 2015 was cancelled due to snow/ice. Mayor Paige Brown called the meeting to order at 6:00 P.M. Councilman Ed Mayberry led the opening prayer and Councilman Steve Camp led the Pledge of Allegiance.

City Recorder Connie Kittrell called the roll and the following were present.

## Present:

Mayor Paige Brown  
Councilman John D. Alexander  
Councilwoman Julie Brackenbury  
Councilman Steve Camp  
Vice Mayor Craig Hayes  
Councilwoman Anne Kemp  
Councilman Ed Mayberry  
Councilman Jimmy Overton

## Absent:

## Others Present

David Brown, Leisure Services Dir.  
Rachel Nichols, Finance Director  
Debbie Johnson, Human Resource Dir.  
News Examiner, Reporter  
Nick Tuttle, City Engineer  
Rosemary Bates, Special Projects Director  
Tommy Dale, Assistant Fire Chief  
Ronnie Stiles, Public Works Director

David Gregory, Public Utilities Dir.  
Gallatin News, Reporter  
Don Bandy, Police Chief  
Lori Smiley, IT Director  
Connie Kittrell, City Recorder  
Chuck Stuart, Building Official  
Susan High McAuley, City Attorney  
Bill McCord, City Planner

## Approval of Minutes

Mayor Brown presented the January 20, 2015 City Council Meeting minutes for approval. Councilman Alexander made motion to approve; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

**Public Recognition on Agenda Related Items**

Mayor Brown opened public recognition on agenda related items and with no one wishing to speak Mayor closed public recognition.

**Mayor's Comments**

Mayor Brown thanked all city employees and everyone who helped with the snow/ice weather.

**Agenda**

**1. Ordinance #O1412- 69 - Second Reading**

Vice Mayor Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee, amending the official zoning map, reaffirming the Planned General Commercial (PGC) and Residential - 6 (R6) District Zoning on four (4) parcels, consisting of 212 (+/-) acres, (comprising S.B.E. Tax Map 124//Parcels 046.08, 046.01, 046.02 and 046.03), located east of Lower Station Camp Creek Road, north of Bison Trail and east of Big Station Camp Boulevard, and amending the Preliminary Master Development Plan for the Hidden Creek Development by modifying phase lines for all of the Hidden Creek Development and the Welch College Campus layout and access points.

Vice Mayor Hayes made motion to approve; Councilman Mayberry second. Motion carried with 7 ayes and 0 nays.

**2. Ordinance #O1501-2 - Second Reading**

Vice Mayor Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 3.22 (+/-) acres, located north of Long Hollow Pike and both east and west of Carellton Drive, from the Residential 8 - Planned Residential Development (R8-PRD) Zoning District to the Multiple Residential and Office (MRO) - Zoning District and approving a Preliminary Master Development Plan for Carellton Commercial, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

Vice Mayor Hayes made motion to approve; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

**3. Ordinance #O1501-9 - Second Reading**

Councilman Mayberry presented this ordinance appropriating funds from the United State Department of Justice Equitable Sharing Funds - Asset Forfeiture Program in the amount of \$37,323.47.

Councilman Mayberry made motion to approve; Councilman Alexander second. Motion carried with 7 ayes and 0 nays.

**4. Ordinance #O1502-10 - Second Reading**

Councilman Overton presented this ordinance appropriating \$64,000.00 to 110-44450-321 to sprig fairways at Long Hollow Golf Course.

Councilman Overton made motion to approve; Councilwoman Brackenbury second. Motion carried with 7 ayes and 0 nays.

**5. Ordinance #O1502-11 - First Reading**

Councilman Overton presented this ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 15.08 (+/-) acre parcel, from the Residential 20 (R20) Zoning District to the Residential 20 - Planned Residential Development (R20-PRD) Zoning District and rezoning an approximate .98 (+/-) lot from the Residential 40 (R40) Zoning District to the Residential 20 - Planned Residential Development (R20-PRD) Zoning District, located north of Nichols Lane and east of Quarry Road, and approving a Preliminary Master Development Plan for Clear Lake Meadows Subdivision Section 6, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

Councilman Overton made motion to approve; Councilman Camp second.

There was much discussion.

Mayor Brown called for the vote. Motion carried with 7 ayes and 0 nays.

**6. Ordinance #O1502-13 - First Reading**

Councilwoman Brackenbury presented this ordinance appropriating additional funds in the amount of \$600,000.00 for natural gas line extensions under existing contract "Contract 2012 Annual Natural Gas Line Construction."

Councilwoman Brackenbury made motion to approve; Councilman Alexander second. Motion carried with 7 ayes and 0 nays.

**7. Ordinance #O1502-14 - First Reading**

Councilman Alexander presented this ordinance appropriating \$10,000 for Rosemont Restoration Foundation, Inc. chimney repairs.

Councilman Alexander made motion to approve; Councilman Camp second. Motion carried with 7 ayes and 0 nays.

**8. Ordinance #O1502-15 - First Reading**

Councilwoman Kemp presented this ordinance appropriating \$40,000 for Gallatin Chamber of Commerce marketing.

Councilwoman Kemp made motion to approve; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

**9. Ordinance #O1502-16 - First Reading**

Vice Mayor Hayes presented this ordinance appropriating \$1,931,777.50 to PIN 112515.00 LIC for GreenLea Boulevard Extension from SR-386 to SR-174 for construction.

Vice Mayor Hayes made motion to approve the revised ordinance; Councilman Mayberry second.

Council discussed.

Councilman Camp made motion to amend that the \$500,939 for the new Fire Station stay in the bond; Councilman Overton second.

Council continued to discuss.

Mayor Brown requested a roll call vote.

City Recorder Connie Kittrell called for the vote and it was as follows:

Vice Mayor Craig Hayes	No vote
Councilman John D. Alexander	Yes vote
Councilwoman Julie Brackenbury	No vote
Councilman Steve Camp	Yes vote

Councilwoman Anne Kemp	No vote
Councilman Ed Mayberry	No vote
Councilman Jimmy Overton	Yes vote

Ms. Kittrell stated vote was 4 no votes and 3 yes votes.

Mayor Brown called for the vote on the original motion. Motion carried with 7 ayes and 0 nays.

**10. Resolution #R1502-5**

Vice Mayor Hayes presented this resolution approving the use of City-owned right-of-way located along Kelvington Boulevard, Noah Lane, Isaac Franklin Drive and Fairvue Village Lane for the installation of street trees for the Fairvue Plantation Homeowners Association.

Vice Mayor Hayes made motion to approve; Councilman Alexander second. Motion carried with 7 ayes and 0 nays.

**11. Resolution #R1502-6**

Councilman Camp presented this resolution approving reclassification of two Public Works employees and renaming "Sanitation" to Environmental Services" for all Public Works positions formerly referred to as Sanitation.

Councilman Camp made motion to approve; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

**12. Resolution #R1502-7**

Councilman Mayberry presented this resolution authorizing Enterprise Agreement between the City of Gallatin and Microsoft Inc. and allowing for the first year payment from Information Technology funds.

Councilman Mayberry made motion to approve; Councilwoman Brackenbury second. Motion carried with 7 ayes and 0 nays.

**13. Resolution #R1502-8**

Vice Mayor Hayes presented the resolution authorizing Mayor to execute lease agreement with Sumner Medical, LLC for office space at Sumner Station for Police Department use.

Vice Mayor Hayes made motion to approve; Councilman Overton second.

Councilman Mayberry stated he will not vote due to a conflict.

Mayor Brown called for the vote. Motion carried with 6 ayes, 0 nays and Councilman Mayberry abstained.

**Other Business**

- Mayor Brown informed everyone that Fire Chief Billy Crook will be retiring March 1, 2015 after 49 years with the City. She added that he will be sadly missed but always welcome back.
- Mayor Brown stated there will be a Council Committee Meeting immediately following this meeting.

Councilman Alexander made motion to adjourn; Councilman Mayberry second. Motion carried with 7 ayes and 0 nays.

**Adjourn**

With no other business to discuss Mayor Brown adjourned the meeting.

---

Mayor Paige Brown

---

City Recorder Connie Kittrell

# City of Gallatin City Council Meeting

March 3, 2015

The Gallatin City Council met in regular session on Tuesday, March 3, 2015 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. Mayor Paige Brown called the meeting to order at 6:00 P.M. Councilman John D. Alexander led the opening prayer and Vice Mayor Craig Hayes led the Pledge of Allegiance.

City Recorder Connie Kittrell called the roll and the following were present.

## Present:

Mayor Paige Brown  
Councilman John D. Alexander  
Councilwoman Julie Brackenbury  
Councilman Steve Camp  
Vice Mayor Craig Hayes  
Councilwoman Anne Kemp  
Councilman Ed Mayberry  
Councilman Jimmy Overton

## Absent:

## Others Present

David Brown, Leisure Services Dir.  
Rachel Nichols, Finance Director  
Debbie Johnson, Human Resource Dir.  
News Examiner, Reporter  
Nick Tuttle, City Engineer  
Rosemary Bates, Special Projects Director  
Tommy Dale, Assistant Fire Chief  
Ronnie Stiles, Public Works Director  
James Fenton, EDA

David Gregory, Public Utilities Dir.  
Gallatin News, Reporter  
Don Bandy, Police Chief  
Lori Smiley, IT Director  
Connie Kittrell, City Recorder  
Chuck Stuart, Building Official  
Susan High McAuley, City Attorney  
Bill McCord, City Planner  
Russ Steinike, Codes Department

## Approval of Minutes

Mayor Brown presented the February 3, 2015 City Council Meeting minutes for approval. Councilman Overton made motion to approve; Councilwoman Brackenbury second. Motion carried with 7 ayes and 0 nays.

### **Public Recognition on Agenda Related Items**

Mayor Brown opened public recognition on agenda related items.

Jimmy Conklin stated his concerns about the development on Harris Lane, Long Hollow Farms Subdivision. Mr. Conklin also spoke about the meeting with the developer, David Miller on February 19<sup>th</sup> at Bluegrass Country Club and receiving his invitation one day before the meeting.

Freda Jones spoke about the Long Hollow Farms Subdivision running along her property and asked council to consider the current owners.

Erin Barnette of 1034 Pittman Drive spoke about the rezoning request for Hidden Creek and the neighborhood being extremely opposed to the development. Mr. Barnette urged council to ensure crosswalks and safe traffic. He also asked for a study on the number of apartments necessary for Gallatin residents.

Wanda McVay stated she lives adjacent to the Long Hollow Subdivision. Ms. McVay spoke about the meeting with developer David Miller and his engineer conducting the meeting.

With no one else wishing to speak Mayor closed public recognition on agenda related items.

### **Mayor's Comments**

Mayor Brown announced that "Spring" will be here soon and urged everyone to stay safe during the forecasted bad weather.

### **Agenda**

#### **1. Ordinance #O1502-11 - Public Hearing**

Councilman Overton presented this ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 15.08 (+/-) acre parcel, from the Residential 20 (R20) Zoning District to the Residential 20 - Planned Residential Development (R20-PRD) Zoning District and rezoning an approximate .98 (+/-) lot from the Residential 40 (R40) Zoning District to the Residential 20 - Planned Residential Development (R20-PRD) Zoning District, located north of Nichols Lane and east of Quarry Road, and approving a Preliminary Master Development Plan for Clear Lake Meadows Subdivision Section 6, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

With no one wishing to speak at the public hearing Mayor Brown closed the public hearing.

**2. Ordinance #O1502-13 - Second Reading**

Councilwoman Brackenbury presented this ordinance appropriating additional funds in the amount of \$600,000.00 for natural gas line extensions under existing contract "Contract 2012 Annual Natural Gas Line Construction."

Councilwoman Brackenbury made motion to approve; Councilwoman Kemp second. Motion carried with 7 ayes and 0 nays.

**3. Ordinance #O1502-14**

Councilman Alexander presented this ordinance appropriating \$10,000 for Rosemont Restoration Foundation, Inc. chimney repairs.

Councilman Alexander made motion to approve; Councilman Camp second. Motion carried with 7 ayes and 0 nays.

**4. Ordinance #O1502-15 - Second Reading**

Councilwoman Kemp presented this ordinance appropriating \$40,000 for Gallatin Chamber of Commerce marketing.

Councilwoman Kemp made motion to approve; Councilman Alexander second.

Councilman Overton stated he serves on the board but does not receive payment so he will vote on this without conflict.

Mayor Brown called for the vote. Motion carried with 7 ayes and 0 nays.

**5. Ordinance #O1502-16**

Vice Mayor Hayes presented this ordinance appropriating \$1,931,777.50 to PIN 112515.00 LIC for GreenLea Boulevard Extension from SR-386 to SR-174 for construction.

Vice Mayor Hayes made motion to approve; Councilwoman Brackenbury second. Motion carried with 7 ayes and 0 nays.

**6. Ordinance #O1405-32**

Vice Mayor Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee rezoning an approximate 46.95 acre parcel, located east of Big Station Camp Boulevard and north of Vietnam Veterans Boulevard (Highway 386) from Planned General Commercial (PGC) to the Mixed Use (MU) Zoning District and approving a Preliminary Master Development Plan for Gross Builders - Hidden Creek, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

Councilman Hayes made motion to approve; Councilman Overton second.

There was much discussion. Council allowed Charlie Lowe with Ragan Smith Associates and Tony Stevenson with Gross Builders to speak.

Mayor Brown called for the vote. Motion carried with 7 ayes and 0 nays.

**7. Ordinance #O1501-3 - First Reading**

Vice Mayor Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee rezoning an approximate 10.525 (+/-) acre parcel, located south of Harris Lane and west of Greenlea Boulevard, from the Agricultural Residential (A) Zoning District to the Multiple Residential and Office (MRO) Zoning District and approving a Preliminary Master Development Plan for Long Hollow Farms Subdivision, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

Vice Mayor Hayes made motion to approve; Councilman Overton second. Motion carried with 6 ayes and Councilman Mayberry voting nay.

**8. Ordinance #O1502-12 - First Reading**

Councilwoman Brackenbury presented this ordinance amending Chapter 5, Article III, Section 5-58 of the Gallatin Municipal Code, Amendments to International Building Code.

Councilwoman Brackenbury made motion to approve; Councilman Mayberry second. Motion carried with 7 ayes and 0 nays.

**9. Ordinance #O1502-17 - First Reading**

Councilman Mayberry presented this ordinance waiving tap fees for Habitat for Humanity.

Councilman Mayberry made motion to approve; Councilman Alexander second.  
Motion carried with 7 ayes and 0 nays.

**10. Resolution #R1503-9**

Councilman Camp presented this resolution appointing Craig Hayes to replace Anne Kemp on the Gallatin Pension Committee.

Councilman Camp made motion to approve; Councilwoman Kemp second. Motion carried with 7 ayes and 0 nays.

**Mayor Brown stated items #11. and #12. were not previously discussed at a work session therefore a motion is required to suspend the rules to allow these items to be presented tonight.**

Councilman Mayberry made motion to suspend the rules; Councilman Alexander second. Motion carried with 7 ayes and 0 nays.

**11. Resolution #R1503-10**

Councilman Mayberry presented this resolution appointing Michael Wertenberger, Jr. to the Gallatin Industrial Development Board and the Gallatin Health Educational and Housing Facilities Board.

Councilman Mayberry made motion to approve; Councilman Alexander second.  
Motion carried with 7 ayes and 0 nays.

**12. Resolution #R1503-11**

Vice Mayor Hayes presented this resolution appointing Pam Ogden to the Gallatin Industrial Development Board and the Gallatin Health Educational and Housing Facilities Board.

Vice Mayor Hayes made motion to approve; Councilwoman Brackenbury second.  
Motion carried with 7 ayes and 0 nays.

**Other Business**

- Councilman Overton stated he had received calls from citizens concerning the papers/flyers tossed in their driveways. City Attorney Susan High-McAuley is researching options.

- City Recorder Connie Kittrell presented a Certificate of Compliance on the sale of Liquor World. Ms. Kittrell stated the applicants have met the requirements of the city.

Councilman Overton made motion to approve; Councilwoman Brackenbury second. Motion carried with 7 ayes and 0 nays.

- Mayor Brown asked Council's advice on the 4<sup>th</sup> of July celebration. Mayor stated there is a contract for the fireworks but she was asking how Council would like to proceed with the event; expand the event, keep it like it is or have more people and music?

Councilman Overton stated he would like for a non-profit to take this event to expand it and get it back like it used to be.

Council discussed.

- Mayor Brown stated St. Luke Church is having a clean-up day this weekend and is requesting the city provide trash pickup after the event.

Councilman Overton made motion to approve; Councilman Alexander second. Motion carried with 7 ayes and 0 nays.

- Mayor Brown announced the first "Mayor's Office After Hours" on March 24, 2015 from 4:30 PM to 6:00 PM.
- Human Resource Director Debbie Johnson stated that the recruitment process is ready to advertise for the Fire Chief position. Ms. Johnson asked for input or suggestions from Council.
- Assistant Fire Chief Tommy Dale said there will be a Retirement Reception for Fire Chief Billy Crook on March 22, 2015 at the main Fire Hall from 2:00 - 4:00 PM.

### Public Recognition on Non-Agenda Related Items

Mayor Brown called for public recognition on non-agenda related items and there were none.

### Adjourn

With no other business to discuss Mayor Brown adjourned the meeting.

---

Mayor Paige Brown

---

City Recorder Connie Kittrell

# City of Gallatin City Council Meeting

March 17, 2015

The Gallatin City Council met in regular session on Tuesday, March 17, 2015 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. Mayor Paige Brown called the meeting to order at 6:00 P.M. Councilman John D. Alexander led the opening prayer and Vice Mayor Craig Hayes led the Pledge of Allegiance.

City Recorder Connie Kittrell called the roll and the following were present.

## Present:

Mayor Paige Brown  
Councilman John D. Alexander  
Councilwoman Julie Brackenbury  
Councilman Steve Camp  
Vice Mayor Craig Hayes  
Councilwoman Anne Kemp  
Councilman Ed Mayberry  
Councilman Jimmy Overton

## Absent:

## Others Present

David Brown, Leisure Services Dir.  
Rachel Nichols, Finance Director  
Debbie Johnson, Human Resource Dir.  
News Examiner, Reporter  
Brad Simpson, Engineering Dept.  
Rosemary Bates, Special Projects Director  
Tommy Dale, Assistant Fire Chief  
Diana Johnson, Public Works Dept.  
James Fenton, EDA

David Gregory, Public Utilities Dir.  
Gallatin News, Reporter  
Don Bandy, Police Chief  
Lori Smiley, IT Director  
Connie Kittrell, City Recorder  
Chuck Stuart, Building Official  
Susan High McAuley, City Attorney  
Bill McCord, City Planner

## Approval of Minutes

There were no minutes presented for approval.

### **Public Recognition on Agenda Related Items**

Mayor Brown opened public recognition on agenda related items.

- Special Projects Director Rosemary Bates presented a partial road closure request on South Foster Avenue (the road between Methodist and Presbyterian Church) for March 30<sup>th</sup> through April 3<sup>rd</sup> to do repairs to the building. Ms. Bates added that Mr. Lilly is here tonight to answer any questions.

Ms. Bates reported that not all signatures have been submitted at this time.

Councilman Overton made motion to approve; Councilwoman Kemp second. Motion carried with 7 ayes and 0 nays.

### **Mayor's Comments**

- Mayor Brown wished everyone Happy St. Patrick's Day
- The "Shamrock Run" was this past weekend and it was a very successful event. They send their thanks to all departments that made that event happen.
- Friday, March 20<sup>th</sup> there will be a Retirement Celebration for Marie Smith at the Gallatin Police Department at 11:00 AM
- Sunday, March 22<sup>nd</sup> there will be a Retirement Celebration for Fire Chief Billy Crook at the main Fire Hall behind City Hall from 2:00 - 4:00 PM

### **Agenda**

#### **1. Ordinance #O1502-11 - Second Reading**

Councilman Overton presented this ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 15.08 (+/-) acre parcel, from the Residential 20 (R20) Zoning District to the Residential 20 - Planned Residential Development (R20-PRD) Zoning District and rezoning an approximate .98 (+/-) lot from the Residential 40 (R40) Zoning District to the Residential 20 - Planned Residential Development (R20-PRD) Zoning District, located north of Nichols Lane and east of Quarry Road, and approving a Preliminary Master Development Plan for Clear Lake Meadows Subdivision Section 6, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

Councilman Overton made motion to approve; Councilman Alexander second.  
Motion carried with 7 ayes and 0 nays.

**2. Ordinance #O1502-12 - Second Reading**

Councilwoman Brackenbury presented this ordinance amending Chapter 5, Article III, Section 5-58 of the Gallatin Municipal Code, Amendments to International Building Code.

Councilwoman Brackenbury made motion to approve; Councilman Alexander second.  
Motion carried with 7 ayes and 0 nays.

**3. Ordinance #O1502-16 - Second Reading**

Vice Mayor Hayes presented this ordinance appropriating \$1,931,777.50 to PIN 112515.00 LIC for GreenLea Boulevard Extension from SR-386 to SR-174 for construction.

Vice Mayor Hayes made motion to approve; Councilwoman Brackenbury second.

Mayor Brown stated this corrects the error on second reading.

Mayor called for the vote. Motion carried with 7 ayes and 0 nays.

**4. Ordinance #O1502-17 - Second Reading**

Councilman Mayberry presented this ordinance waiving tap fees for Habitat for Humanity.

Councilman Mayberry made motion to approve; Councilman Alexander second.  
Motion carried with 7 ayes and 0 nays.

**5. Ordinance #O1503-18 - First Reading**

Councilman Mayberry presented this ordinance expanding the scope of the work and authorizing funds in the total amount of \$8,550.00 to develop city job descriptions.

Councilman Mayberry made motion to approve; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

**6. Ordinance #O1503-19 – First Reading**

Councilman Camp presented this ordinance appropriating funds from sale of trucks for the Building Department in the amount of \$7,481.18.

Councilman Camp made motion to approve; Councilwoman Kemp second. Motion carried with 7 ayes and 0 nays.

**7. Ordinance #O1503-20 – First Reading**

Councilwoman Brackenbury presented this ordinance appropriating \$30,000 for downtown signage.

Councilwoman Brackenbury made motion to approve; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

**8. Ordinance #O1503-21 – First Reading**

Vice Mayor Hayes presented this ordinance appropriating funds in the amount of \$97,596.67 to implement the 2015 Compensation Plan.

Vice Mayor Hayes made motion to approve; Councilman Alexander second.

Council discussed.

Mayor stated this item is tabled with no objection and we will move to item #11. on the agenda.

**11. Resolution #R1503-14**

Vice Mayor Hayes presented this resolution amending and adopting the City of Gallatin's new pay plan.

Vice Mayor Hayes made motion to approve; Councilman Overton second.

Human Resource Director Debbie Johnson requested Council include the revised chart from McGrath, the approve the hourly rate and the job titles are industry standards in their motion.

Councilman Mayberry made motion to amend to include Ms. Johnson's requests; Vice Mayor Hayes second.

Council continued to discuss.

Mayor called for the vote on the amendment. Motion carried with 7 ayes and 0 nays.

Mayor called for the vote on the resolution as amended. Motion carried with 7 ayes and 0 nays.

**Council returned to tabled item #8.**

Discussion continued.

Council requested this item be on the work session agenda for next week.

Mayor Brown called for the vote. Motion carried with 7 ayes and 0 nays.

**9. Resolution #R1503-12**

Councilwoman Kemp presented this resolution approving reclassification of one Police Department employee from Police Record Clerk to Police Officer.

Councilwoman Kemp made motion to approve; Councilman Alexander second. Motion carried with 7 ayes and 0 nays.

**10. Resolution #R1503-13**

Councilman Alexander presented this resolution authorizing the sale of a 1980 Ford F-800 to Oglethorpe County Board of Commissioners (Georgia) for the purchase price of \$9,000.

Councilman Alexander made motion to approve; Councilwoman Brackenbury second. Motion carried with 7 ayes and 0 nays.

**Other Business**

- Councilman Overton announced the book signing of the new book "Historic Sumner County" at Vol State Bank in Hendersonville on March 18, 2015 from 9:30 - 11:30 AM. The publisher, photographer and historian will be present to sign the book. The books are available at Volunteer State Banks and the Chamber.
- Leisure Services Director David Brown presented the new logo for Gallatin Leisure Services. Mr. Brown thanked Councilwoman Julie Brackenbury for her hard work on this project.

**Public Recognition on Non-Agenda Related Items**

Mayor Brown called for public recognition on non-agenda related items.

- Joe Debord of 1007 Hart Street commended Mayor Brown and council members for working together. Mr. Debord also spoke about:
  - Supporting City Planner Bill McCord on his recommendation for the 109 South project
  - Completing the Park Avenue project
  - Councilman Mayberry's mother thanked him for his comments at the meetings
  
- Sheila Middleton of 344 Paradise Street presented several items for discussion:
  - Railroad crossing at West Eastland Street needs repairs – Council informed Ms. Middleton this is not city property – CSX property
  - Sumner County Courthouse hours of operation need to be expanded or changed. Council advised Ms. Middleton to contact County Mayor Anthony Holt
  - Speed humps at Zion Upper Room Faith Church and Christian Towers need better markings
  - Street at the Downtown Square is messed up and affecting the businesses at those locations – Mayor stated this project should be finished the first of April
  - Design of this project removed parking spaces – Special Projects Director Rosemary Bates responded she had not received any concerns and all business owners were informed.
  - Requested a report from Human Resource Department about the hiring of minorities at the City and gave an example of job postings.

With no one else wishing to speak, Mayor closed public recognition.

**Adjourn**

With no other business to discuss Mayor Brown adjourned the meeting.

---

Mayor Paige Brown

---

City Recorder Connie Kittrell

City Council Minutes  
March 17, 2015

PUBLIC HEARING: APRIL 7, 2015  
2<sup>ND</sup> READING: APRIL 21, 2015

ORDINANCE NO. 01405-32

**AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING AN APPROXIMATE 46.95 ACRE PARCEL, LOCATED EAST OF BIG STATION CAMP BOULEVARD AND NORTH OF VIETNAM VETERANS BOULEVARD (HIGHWAY 386) FROM PLANNED GENERAL COMMERCIAL (PGC) TO THE MIXED USE (MU) ZONING DISTRICT AND APPROVING A PRELIMINARY MASTER DEVELOPMENT PLAN FOR GROSS BUILDERS-HIDDEN CREEK, AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of property has submitted a complete application to rezone 46.95 (+/-) acres located in the City of Gallatin, Tennessee; and

**WHEREAS**, the property to be rezoned is located east of Big Station Camp Boulevard and north of Vietnam Veterans Boulevard (Highway 386) and is currently zoned Planned General Commercial (PGC); and

**WHEREAS**, the Gallatin Municipal-Regional Planning Commission has reviewed and recommended approval of the proposed rezoning in GMRPC Resolution 2014-46; and

**WHEREAS**, a public hearing was held following public notice as prescribed by the Gallatin Zoning Ordinance and 13-7-203 T.C.A.; and

**WHEREAS**, the City Council has approved by majority vote of the members present the rezoning request of the described property; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE as follows:**

**Section 1.** The City Council of the City of Gallatin does hereby approve rezoning a 46.95(±) acre parcel from the Planned General Commercial (PGC) Zoning District to the Mixed Use (MU) District as described in Exhibit 'A' and approves the Preliminary Master Development Plan as described in Exhibit 'B'.

**Section 2.** The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned.

**Section 3.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Section 4.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this

ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

**Section 5.** This ordinance shall become effective immediately upon adoption.

PASSED FIRST READING: March 3, 2015.

PASSED SECOND READING:

\_\_\_\_\_  
MAYOR PAIGE BROWN

ATTEST:

\_\_\_\_\_  
CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
SUSAN HIGH-MCAULEY  
CITY ATTORNEY

Exhibit 'A' – Legal Description of the property

Exhibit 'B' - Description of the Preliminary Master Development Plan for Gross Builders-  
Hidden Creek with conditions

## EXHIBIT 'A'

**BY: CARROLL CARMAN**  
**TENNESSEE REGISTERED LAND SURVEYOR NO. 910**  
**150 Middle Fork Road**  
**Hartsville, Tennessee 37074**  
**Phone: 615-374-3344 Fax: 1-888-252-2916**

**STATION CAMP PROPERTIES**  
**46.95 ACRES**

BEING located in the 4th Civil District, Sumner County, Tennessee, on the northeast side of Big Station Camp Boulevard, and being a portion of the property of record in Deed Book 103, Page 36, Register's Office, Sumner County, Tennessee. See Tax Map 137, Parcel 6.00 P/O, Tax Assessor's Office, Sumner County, Tennessee, and more particularly described as follows:

BEGINNING at an iron rod in the south boundary of Station Camp Properties (DB 103, PG 36, ROSCT), same being the northeast corner of this tract and the northwest corner of Bowles Farm, LP and Jean P. Bowles, Trustee (RB 979, PG 69 and RB 3373, PG 674, ROSCT); thence with line of Bowles Farm, LP and Jean P. Bowles, Trustee South 05 degrees 52 minutes 54 seconds West 1074.89 feet to an iron rod; thence South 09 degrees 11 minutes 44 seconds West 1069.68 feet to an iron rod at a post; thence with line of H. H. Wacaser (RB 1449, PG 260, ROSCT) North 86 degrees 13 minutes 56 seconds West 247.30 to an iron rod in the northeast right-of-way of Big Station Camp Boulevard; thence with said right-of-way North 43 degrees 17 minutes 22 seconds West 131.84 feet to an iron rod; thence along a curve proceeding clockwise, having a deflection angle of 11 degrees 24 minutes 45 seconds, a radius of 1851.47 feet, a tangent length of 185.00 feet, and a chord of North 37 degrees 09 minutes 57 seconds West 368.18 feet; thence along said curve an arc length of 368.79 feet to an iron rod; thence North 31 degrees 32 minutes 14 seconds West 1437.59 feet to an iron rod in said right-of-way; thence leaving road with line of Publix Tennessee, LLC (RB 3420, PG 675, ROSCT) North 58 degrees 31 minutes 29 seconds East 724.56 feet to an iron rod; thence with line of Station Camp Properties (DB 103, PG 36, ROSCT) North 83 degrees 12 minutes 53 seconds East 981.53 feet to the point of beginning containing 46.95 acres more or less by survey by Carroll Carman, Registered Land Surveyor, Tennessee Number 910, address 150 Middle Fork Road, Hartsville, Tennessee, 37074, dated April 18, 2014.

## EXHIBIT 'B'

The Preliminary Master Development Plan for Gross Builders-Hidden Creek consists of an eight (8) sheet plan, prepared by Ragan Smith of Nashville, TN, with project No. 04046, dated April 23, 2014, with final revision date of February 17, 2015. The Plan is approved with the following conditions:

1. The building height shall be limited to 40 feet which is appropriate for this site and development.
2. Relocate the south driveway of the 3.03 acre Commercial lot to align with the access for Station Camp Middle School and remove the Big Station Camp Boulevard driveway from the 3.48 acre Commercial lots (north of Jenkins Lane Extension) so that the 3.48 acre Commercial lots be accessed only to/from the proposed Jenkins Lane Extension.
3. Provide greenway crossing on Big Station Camp Boulevard satisfactory to the Engineering Division.

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

FEBRUARY 24, 2015

**DEPARTMENT: PLANNING DEPARTMENT**

**AGENDA # /**

---

**SUBJECT:**

Ordinance No. O1405-32 an ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 46.95 (+/-) acre parcel from Planned General Commercial (PGC) district to Mixed Use (MU) district and approving a Preliminary Master Development Plan.

**SUMMARY:**

An ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 46.95 (+/-) acre parcel, located east of Big Station Camp Boulevard and north of Vietnam Veterans Boulevard (Highway 386) from Planned General Commercial (PGC) to the Mixed Use (MU) zoning district and approving a Preliminary Master Development Plan for Gross Builders-Hidden Creek, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. The Gallatin Municipal-Regional Planning Commission recommended approval at the May 19, 2014 Planning Commission Meeting. (PC0184-14)

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

PUBLIC HEARING: APRIL 7, 2015  
2<sup>ND</sup> READING: APRIL 21, 2015

ORDINANCE NO. O1501-3

**AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING AN APPROXIMATE 10.525 (+/-) ACRE PARCEL, LOCATED SOUTH OF HARRIS LANE AND WEST OF GREENLEA BOULEVARD, FROM THE AGRICULTURAL RESIDENTIAL (A) ZONING DISTRICT TO THE MULTIPLE RESIDENTIAL AND OFFICE (MRO) ZONING DISTRICT AND APPROVING A PRELIMINARY MASTER DEVELOPMENT PLAN FOR LONG HOLLOW FARMS SUBDIVISION, AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of property has submitted a complete application to rezone 10.525 (+/-) acre lot located on Harris Lane; and

**WHEREAS**, the property to be rezoned is located south of Harris Lane and west of GreenLea Drive and is currently zoned Agricultural Residential (A); and

**WHEREAS**, the Gallatin Municipal-Regional Planning Commission has reviewed and recommended approval of the proposed rezoning in GMRPC Resolution 2014-108; and

**WHEREAS**, a public hearing was held following public notice as prescribed by the Gallatin Zoning Ordinance and Section 13-7-203 T.C.A.; and

**WHEREAS**, the City Council has approved by majority vote of the members present the rezoning request of the described property; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE as follows:**

**Section 1.** The City Council of the City of Gallatin does hereby approve the rezoning of a 10.525 ( $\pm$ ) acre parcel from the Agricultural Residential (A) zoning district to the Multiple Residential and Office (MRO) zoning district as described in Exhibit 'A' and approves the Preliminary Master Development Plan as described in Exhibit 'B'.

**Section 2.** The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned.

**Section 3.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**Section 4.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this



## EXHIBIT 'A'

Legal Description – Tax Map Parcel 125//020.07, 10.525 (+/-) Acres

BEGINNING at an iron pin set in the southerly margin, 25 feet from the center line of Harris Lane, the most northwest corner of this tract, and being a corner to Randall Glenn Jones (deed book 357, page 302); thence, with said Harris Lane, S58 deg. 43 min. 11 sec. E, a distance of 102.20 feet to the point of curvature of a non-tangent curve, concave to the southwest, having a radius of 523.53 feet a central angle of 22 deg. 58 min. 33 sec., and a chord of 208.53 feet bearing N 47 deg. 43 min. 46 sec. W; thence southeast along said curve, a distance of 209.34 feet to an iron pin set in the margin of said Harris Lane, a corner to tract 7; thence, leaving said Harris Lane, S 8 deg. 48 min 44 sec. W, a distance of 1590.15 feet to an iron pin set; thence, N 82 deg. 43 min. 08 sec. W, a distance of 246.57 feet to an iron pin set in the line of said Jones; thence, with said Jones, N 8 deg. 08 min. 00 sec. E, a distance of 1850.91 feet to the point of beginning, containing 10.53 acres, more or less, and being described as Tract No.8 according to a survey by Ray G. Cole, Registered Land Survey No. 924. Dated June 3, 1998.

Being the same property conveyed to Emmett I. Jenkins and Debra B. Jenkins, husband and wife by Transfer dated 06/11/2004 from Jimmie' D. Hunter and Carolyn Hunter, husband and wife of record in Record Book 2030, Page 425, Register's Office for Sumner County, Tennessee.

## **EXHIBIT 'B'**

The rezoning shall be substantially consistent with the Preliminary Master Development Plan for Miller Development Long Hollow Farms Subdivision, consisting of a one sheet plan prepared by GAM Engineering, Inc. of Hendersonville, TN with job No. 14-222, dated 11-17-14 with revision date of 1-19-2015 and the architectural renderings for Long Hollow Farms by Miller Development, GAM Engineering, Inc., Reliant Realty and Dye Design Studio comprising a 11 sheet plan set.

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

MARCH 24, 2015

**DEPARTMENT:** Councilman Steve Camp

**AGENDA #** |

---

**SUBJECT:**

Ordinance No. O1501-3. An ordinance of the City of Gallatin, Sumner County, Tennessee, amending the zoning on 10.525 (+/-) acres from Agricultural Residential (A) zone district to Multiple Residential and Office (MRO) zone district with a Preliminary Master Development Plan.

**SUMMARY:**

Applicant requests approval to amend the Gallatin Zoning Map to rezone one (1) parcel (Tax Map 125 - Parcel 020.07) and approval of a Preliminary Master Development Plan for Long Hollow Farms, containing 10.525 (+/-) acres, located south of Harris Lane and west of GreenLea Boulevard. The Gallatin Municipal-Regional Planning Commission recommended approval at the December 8, 2014 Planning Commission Meeting. Council briefly discussed this item at the March 10<sup>th</sup> Council Committee meeting and requested additional discussion at tonight's meeting. The Applicant provided staff with a modified plan that reduces the number of lots from 55 lots to 50 lots and provides opportunities for future street extensions to adjacent parcels. A copy of the plan is attached. The public hearing has been advertised for the April 7<sup>th</sup> Council meeting. (PC0374-14)

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

Notes:

**ORDINANCE EXPANDING THE SCOPE OF THE WORK AND AUTHORIZING FUNDS IN THE TOTAL AMOUNT OF \$8,550.00 TO DEVELOP CITY JOB DESCRIPTIONS**

**BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that the scope of the work by McGrath Human Resources Group is expanded to include the development of job descriptions for all positions in the City at a cost of \$8,550.00.

**BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that the sum of \$8,550.00 is appropriated from the undesignated balance of the general fund for the development of job descriptions for each position in the City.

**BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that the Mayor is hereby authorized to execute all necessary contracts and agreements to expand said compensation and benefits study by McGrath Human Resources to include development of job descriptions for each position in the City.

**BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that this Ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: March 17, 2015.

PASSED SECOND READING:

\_\_\_\_\_  
MAYOR PAIGE BROWN

ATTEST:

\_\_\_\_\_  
CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
SUSAN HIGH-MCAULEY, CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 10, 2015

**DEPARTMENT:**    Human Resources

**AGENDA # 3**

**SUBJECT:**

Expanding the scope of the work by McGrath Human Resources Group to include the development of job descriptions

**SUMMARY:**

McGrath HR Group has proposed to develop job descriptions for the City at a cost of \$8,550.

**RECOMMENDATION:**

Approve

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

ORDINANCE NO. 01503-19

ORDINANCE APPROPRIATING FUNDS FROM SALE OF TRUCKS FOR THE  
BUILDING DEPARTMENT IN THE AMOUNT OF \$7,481.18

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum  
of \$7,481.18 is hereby appropriated from the General Fund account 110-36330, Sale of  
Vehicles to the following account 110-41990-259, Other Professional Services.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE  
that this Ordinance shall take effect on its final passage, the public welfare requiring  
such.

PASSED FIRST READING: March 17, 2015.

PASSED SECOND READING:

---

MAYOR PAIGE BROWN

ATTEST:

---

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

---

SUSAN HIGH-MCAULEY, CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 10, 2015

**DEPARTMENT: Building**

**AGENDA # 7**

---

**SUBJECT:**

Ordinance #01503-19 appropriating funds from sale of trucks for the Building Department in the amount of \$7,481.18

**SUMMARY:**

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

ORDINANCE NO. O15Ø3-20

ORDINANCE APPROPRIATING \$30,000 FOR DOWNTOWN SIGNAGE

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$30,000 is hereby appropriated from account 11041670-939, Engineering Other Improvements, to account 11043120-939, Street Department Downtown Signage; and

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: March 17, 2015.

PASSED SECOND READING:

---

MAYOR PAIGE BROWN

ATTEST:

---

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

---

SUSAN HIGH-MCAULEY, CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

3/10/2015

**DEPARTMENT:** Public Works

**AGENDA # 9**

**SUBJECT:**

Ordinance moving Downtown Signage money from Engineering to Streets

**SUMMARY:**

Ordinance moving Downtown Signage money, \$30,000, that was appropriated to Engineering in August over to Streets. Mr. Stiles has indicated his department could do the required work.

**RECOMMENDATION:**

approval

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

ORDINANCE NO. O15Ø3-21

ORDINANCE APPROPRIATING FUNDS IN THE AMOUNT OF \$97,596.67 TO  
IMPLEMENT THE 2015 COMPENSATION PLAN

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$76,666.86 is hereby appropriated from the unassigned balance of the general fund, that the sum of \$3,638.55 is hereby appropriated from the unassigned balance of the environmental services fund, that the sum of \$13,149.72 is hereby appropriated from the unassigned balance of the water and sewer fund, and that the sum of \$4,141.54 is hereby appropriated from the unassigned balance of the gas fund, and

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that these funds shall be appropriated as per the attached listing of accounts for the purpose of salary, FICA and retirement expenses resulting from implementation of the compensation plan, and,

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect with the pay period beginning March 22, 2015, the public welfare requiring such.

PASSED FIRST READING: March 17, 2015

PASSED SECOND READING:

---

MAYOR PAIGE BROWN

ATTEST:

---

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

---

SUSAN HIGH-MCAULEY, CITY ATTORNEY

<b>dept</b>	<b>org</b>	<b>salary-111</b>	<b>fica-141</b>	<b>retire-143</b>	<b>total</b>	<b>fund total</b>
City Administration	11041310	372.40	28.49	33.52	434.40	
Finance	11041500	672.00	51.41	60.48	783.89	
City Recorder	11041510	308.00	23.56	27.72	359.28	
Attorney	11041520	1,288.00	98.53	115.92	1,502.45	
Information Technology	11041640	4,485.60	343.15	403.70	5,232.45	
Human Resources	11041650	352.80	26.99	31.75	411.54	
Engineering	11041670	2,615.20	200.06	235.37	3,050.63	
Planning	11041700	1,047.20	80.11	94.25	1,221.56	
Building Maintenance	11041800	610.40	46.70	54.94	712.03	
Codes	11041990	3,292.80	251.90	296.35	3,841.05	
Police	11042110	20,405.84	1,561.05	1,836.53	23,803.41	
Fire	11042220	20,552.00	1,572.23	1,849.68	23,973.91	
Animal Control	11042300	72.80	5.57	6.55	84.92	
Public Works	11043000	576.80	44.13	51.91	672.84	
Streets	11043120	2,727.20	208.63	245.45	3,181.28	
Vehicle Maintenance	11043170	224.00	17.14	20.16	261.30	
Leisure Services	11044410	1,041.60	272.46	320.54	4,154.61	
Civic Center	11044420	1,478.40	113.10	133.06	1,724.55	
Golf	11044450	364.00	27.85	32.76	424.61	
Parks	11044720	1,064.00	81.40	95.76	424.61	
EDA	11047100	352.80	26.99	31.75	411.54	76,666.86
Environmental Services	12543230	3,119.20	238.62	280.73	3,638.55	3,638.55
Water Treatment Plant	41352113	868.00	66.40	78.12	1,012.52	
Water	41352114	4,250.40	325.16	382.54	4,958.09	
Sewer	41352211	5,269.60	403.12	474.26	6,146.99	
Wastewater Plant	41352213	884.80	67.69	79.63	1,032.12	13,149.72
Gas	41552414	3,550.40	271.61	319.54	4,141.54	4,141.54
<b>total appropriation</b>		<b>81,846.24</b>	<b>6,454.02</b>	<b>7,592.96</b>	<b>97,596.67</b>	<b>97,596.67</b>

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 10, 2015

**DEPARTMENT:** Human Resources

**AGENDA #2**

**SUBJECT:**

Total Compensation Study (pay and benefits) - Final Report

**SUMMARY:**

Dr. Victoria McGrath with McGrath Human Resources Group will present the final report for the Total Compensation Study (pay and benefits).

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

ORDINANCE NO. O15Ø3-23

ORDINANCE APPROPRIATING \$116.24 FROM REVENUE RECEIVED BY SIGN  
SHOP SALE OF MATERIALS

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of  
\$116.24 is hereby appropriated from revenue received from Sale of Materials – Signs,  
account #110-36500, to account #110-43120-342, Sign Parts and Supplies, and

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE,  
that this Ordinance shall take effect from and after its final passage, the public welfare  
requiring such.

PASSED FIRST READING:

PASSED SECOND READING:

---

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

---

CONNIE KITTRELL  
CITY RECORDER

---

SUSAN HIGH-MCAULEY  
CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT:   Engineering**

**AGENDA # 7**

**SUBJECT:**

Ordinance Appropriating Revenue from Sign Shop Sale

**SUMMARY:**

The attached Ordinance is appropriating revenue received for the materials and installation of a stop sign located at Wendy's on Nashville Pike.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**CITY OF GALLATIN, TENNESSEE**

**SUPPLEMENTAL RESOLUTION NO. 4**

**adopted April 7, 2015**

**authorizing not to exceed**

**\$28,500,000 Water and Sewer Revenue Refunding and Improvement Bonds,  
Series 2015**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION.....	1
Section 1.01    Definitions .....	1
Section 1.02    Incorporation of Terms of Master Resolution .....	2
Section 1.03    Findings of the Governing Body .....	2
ARTICLE II. THE SERIES 2015 BONDS .....	3
Section 2.01    Terms of Series 2015 Bonds; Book-Entry Form; Securities Depository.....	3
Section 2.02    Delivery of the Series 2015 Bonds .....	4
Section 2.03    Form of Series 2015 Bonds .....	4
Section 2.04    Designation of Trustee, Paying Agent and Bond Registrar .....	4
Section 2.05    Security and Source of Payment.....	5
Section 2.06    No Debt Service Reserve Account .....	5
Section 2.07    Sinking Fund Sub-Accounts .....	5
Section 2.08    Federal Tax Matters .....	5
ARTICLE III. REDEMPTION OF SERIES 2015 BONDS .....	6
Section 3.01    Redemption.....	6
Section 3.02    Optional Redemption.....	6
Section 3.03    Mandatory Sinking Fund Redemption.....	6
Section 3.04    Payment of Series 2015 Bonds Upon Redemption.....	6
ARTICLE IV. DISPOSITION OF SERIES 2015 BOND PROCEEDS .....	7
ARTICLE V. REFUNDING MATTERS .....	7
Section 5.01    Final Determination of Refunded Bonds .....	7
Section 5.02    Refunding Escrow Agreement.....	7
Section 5.03    Notices of Redemption and Notices of Refunding .....	8
ARTICLE VI. MISCELLANEOUS.....	8

Section 6.01	Resolution a Contract .....	8
Section 6.02	Engagement of Bond Counsel .....	8
Section 6.03	Separability .....	8
Section 6.04	Repeal of Conflicting Resolutions and Effective Date .....	8
Section 6.05	Governing Law .....	8

**EXHIBIT A – Form of Series 2015 Bond**

**EXHIBIT B – Form of Bond Purchase Agreement**

**EXHIBIT C – Form of Refunding Escrow Agreement**

#### SUPPLEMENTAL RESOLUTION NO. 4

A RESOLUTION, SUPPLEMENTAL TO THE MASTER RESOLUTION PERTAINING TO WATER AND SEWER REVENUE OBLIGATIONS, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$28,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2015 OF THE CITY OF GALLATIN, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID SERIES 2015 BONDS; AND ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM.

**WHEREAS**, the City of Gallatin, Tennessee (the "City") owns and operates a water and sewer system (the "System"); and

**WHEREAS**, under and by virtue of Sections 7-34-101 et seq. and 9-21-101 et seq., Tennessee Code Annotated (the "Act"), the City is authorized to issue bonds, interim certificates and notes (the "Revenue Obligations") to, among other matters, finance the construction, acquisition, reconstructing, improvement or extension of the System and refund other obligations issued for such purposes; and

**WHEREAS**, the City Council of the City did adopt on July 15, 2008 a Master Resolution (the "Master Resolution") for the purpose of making covenants and agreements with respect to the Revenue Obligations, providing security for such Revenue Obligations, providing flexibility for System operations, and permitting the use of new financing devices and structures in the future; and

**WHEREAS**, the City has determined that it is necessary and advisable to issue its Revenue Obligations for the purposes of providing funds to (1) refund its Water and Sewer Revenue Bonds, Series 2008, dated July 24, 2008 (the "Outstanding Bonds") and (2) finance water and sewer system rehabilitation and upgrade projects, utility relocations associated with road projects, and other extensions and improvements to the System, and accordingly, is adopting this Supplemental Resolution for such purposes.

**WHEREAS**, the Master Resolution sets forth the covenants and agreements to be applicable for all Revenue Obligations relating to the System and the general security provisions for each type of Revenue Obligation to be issued by the City under the Master Resolution; and

**WHEREAS**, each series of Revenue Obligations is to be issued in accordance with the provisions of the Master Resolution, including the provisions required for the issuance thereof, and pursuant to a resolution supplementing the Master Resolution providing for the particular terms of such Revenue Obligations.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Gallatin, Tennessee, as follows:

#### ARTICLE I.

##### DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 Definitions. All capitalized terms used herein but not defined in the preamble hereto or in this Section 1.01 shall have the meanings ascribed to those terms in the Master Resolution. If any term is defined both in the Master Resolution and in this Supplemental Resolution, the terms used in this Supplemental Resolution shall have the meaning provided in this Supplemental Resolution. The

following terms shall have the following meanings in this Supplemental Resolution unless the text expressly, or by necessary implication, requires otherwise:

“Bond Purchase Agreement” shall mean the Bond Purchase Agreement between the City and the Underwriter authorized by Section 2.01(b) hereof.

“Closing Date” shall mean the date of the issuance and delivery of the Series 2015 Bonds.

“Outstanding Bonds” shall have the meaning ascribed to it in the preambles.

“Project” shall mean capital improvements to the System, including without limitation, water and sewer system rehabilitation and upgrade projects, utility relocations associated with road projects, and other extensions and improvements to the System.

“Redemption Date” when used with respect to any Series 2015 Bonds to be redeemed shall mean the date on which it is to be redeemed pursuant hereto.

“Redemption Price” when used with respect to any Series 2015 Bond to be redeemed shall mean the price at which it is to be redeemed pursuant thereto.

“Refunded Bonds” mean the maturities and portions of maturities of the Outstanding Bonds designated for refunding pursuant to Section 5.02 hereof;

“Refunding Escrow Agent” shall mean the escrow agent appointed by the Mayor, acting as escrow agent under the Refunding Escrow Agreement or any successor.

“Refunding Escrow Agreement” shall mean a Refunding Escrow Agreement described in Section 5.03 hereof between the City and the Refunding Escrow Agent, providing for the deposit and investment of a portion of the proceeds of the Series 2015 Bonds and the redemption of the Refunded Bonds, all in substantially the form presented as Exhibit C attached hereto.

“Series 2015 Bonds” shall mean the City’s Water and Sewer Revenue Refunding and Improvement Bonds, Series 2015.

“Underwriter” shall mean Wiley Bros. – Aintree Capital, LLC.

Section 1.02 Incorporation of Terms of Master Resolution. Except as specifically modified by this Supplemental Resolution, the terms, provisions and conditions of the Master Resolution shall be fully applicable to the Series 2015 Bonds and incorporated herein as if fully set forth.

Section 1.03 Findings of the Governing Body. It is hereby found and determined by the Governing Body as follows:

(a) The refunding of the Refunded Bonds, as set forth herein, through the issuance of the Bonds will result in the reduction in debt service payable by the City over the term of the Refunded Bonds thereby effecting a cost savings to the public.

(b) A plan of refunding for the Refunded Bonds has been filed with the Director of State and Local Finance and she has issued her report thereon, a copy of which has been made available to the members of the Governing Body.

(c) The issuance of the Series 2015 Bonds pursuant to the terms hereof complies in all respects with the City's debt management policy.

## ARTICLE II.

### THE SERIES 2015 BONDS

#### Section 2.01 Terms of Series 2015 Bonds; Book-Entry Form; Securities Depository.

(a) For the purposes of providing funds to pay the Costs of the Project, to refund the Refunded Bonds and to pay costs of issuance of the Series 2015 Bonds, there are hereby authorized to be issued Revenue Obligations in an aggregate principal amount of not to exceed \$28,500,000. The Series 2015 Bonds shall be known as "Water and Sewer Revenue Refunding and Improvement Bonds, Series 2015". The Series 2015 Bonds shall be dated the date of their delivery or such other date as shall be determined by the Mayor pursuant to Section 2(b) hereof. The Series 2015 Bonds shall bear interest from their date at a rate or rates not exceeding 6.00% per annum payable semi-annually on January and July in each year, commencing July 1, 2015. The Series 2015 Bonds shall mature, subject to prior redemption as hereinafter provided, either serially or through mandatory sinking fund redemptions as described herein, commencing on January 1, 2016 and ending no later than January 1, 2040, in such amounts as shall be established by the Mayor of the City, taking into account the cash flow and operational needs of the System.

(b) In accordance with subsection (c) below, the Series 2015 Bonds shall be sold at negotiated sale to the Underwriter by the Mayor, at a price of not less than 98% of par, exclusive of original issue discount, plus accrued interest, as determined by the Mayor. The City hereby authorizes the Mayor, upon consultation with the Underwriter, to make a determination as to when the Series 2015 Bonds should be sold and to make such changes in the structuring of the terms of sale of the Series 2015 Bonds as she shall deem necessary to accomplish the purposes described herein. In this regard, she, in consultation with the Underwriter, is authorized to cause to be sold an aggregate principal amount of Series 2015 Bonds less than that authorized herein, to sell any or all of the Series 2015 Bonds as term bonds with annual mandatory redemption requirements, to adjust principal and interest payment dates and redemption dates and redemption premiums of the Series 2015 Bonds and to change the series designation of the Series 2015 Bonds. The Mayor is authorized to execute a Bond Purchase Agreement with the Underwriter, in the form attached hereto as Exhibit B, providing the details of the terms of the sale. The sale of the Series 2015 to the Underwriter shall be binding on the City and no further action of the Governing Body with respect thereto shall be required.

(c) The Series 2015 Bonds shall be executed on behalf of the City, authenticated by the Bond Registrar as provided in Section 2.03 of the Master Resolution and delivered to the Underwriter. The officers of the City executing the Series 2015 Bonds, or either of them, is authorized to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Series 2015 Bonds.

(d) The Series 2015 Bonds shall be issued in fully registered form without coupons in Authorized Denominations and shall be issued in book-entry form as provided in Section 2.10 of the Master Resolution.

(e) The principal of and premium, if any, on the Series 2015 Bonds shall be payable in lawful money of the United States of America at the principal office of the Paying Agent. Payment of interest on the Series 2015 Bonds shall be made to the Owner thereof on the applicable Record Date by check mailed by the Paying Agent to such Owner at its address as it appears on the registration books

maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Owner, or in such other manner as may be mutually acceptable to the Paying Agent and the Owner of any Series 2015 Bond. While the Series 2015 Bonds are held under the Book-Entry System, all payments with respect to the Series 2015 Bonds shall be paid by wire transfer to the Securities Depository or its nominee. Any interest payments hereunder with respect to the Series 2015 Bonds shall accrue to but excluding the date of payment. If any payment with respect to Series 2015 Bonds would otherwise be payable on a date that is not a Business Day, such payment shall be made on the immediately succeeding Business Day without any additional interest accruing with respect thereto.

(f) The Series 2015 Bonds shall be numbered as determined by the Registrar, provided that each Series 2015 Bond shall bear a number preceded by the prefix "R."

(g) The preparation and distribution of a Preliminary Official Statement describing the Series 2015 Bonds is hereby approved and ratified in all respects. After the Series 2015 Bonds have been sold, the Mayor shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Supplemental Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(b)(3) of the Securities and Exchange Commission. The Mayor is hereby authorized to deem the Preliminary Official Statement to be in final form as of its date, except for the omission of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Mayor except for the omission in the Preliminary Official Statement of such pricing and other information.

(h) The City hereby covenants and agrees that it will provide such annual financial information and material event notices, if any, if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Series 2015 Bonds. The Mayor is authorized to execute an agreement for the benefit of and enforceable by the owners of the Series 2015 Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the City to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2015 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 2.02 Delivery of the Series 2015 Bonds. The City shall execute the Series 2015 Bonds and deliver them to the Trustee. Thereupon, the Trustee shall authenticate the Series 2015 Bonds and deliver them to, or on the order of, the Underwriter, as directed by the City in accordance with this Section 2.02. Before the Trustee delivers any Series 2015 Bonds, the Trustee shall have received a request and authorization to the Trustee on behalf of the City, signed by the Authorized Representative, to authenticate and deliver the Series 2015 Bonds to, or on the order of, the Underwriter upon payment to the Trustee of the amount specified therein, which amount shall be deposited as provided in Article IV hereof.

Section 2.03 Form of Series 2015 Bonds. The Series 2015 Bonds and the certificate of authentication to be endorsed thereon are to be in substantially the form attached hereto as Exhibit A, with such variations as may be necessary and appropriate for numbers, dates and other matters.

Section 2.04 Designation of Trustee, Paying Agent and Bond Registrar. The City hereby authorizes the Mayor to appoint the Trustee, Paying Agent and Bond Registrar under the Resolution with respect to the Series 2015 Bonds.

Section 2.05 Security and Source of Payment. The Bonds shall be the fourth series of Revenue Obligations issued under the Resolution.

Section 2.06 No Debt Service Reserve Account. The City hereby elects not to establish a Debt Service Reserve Account for the Series 2015 Bonds.

Section 2.07 Sinking Fund Sub-Accounts. The City hereby establishes a "Series 2015 Sub-Account" in the Interest Account of the Sinking Fund, and a "Series 2015 Sub-Account" in the Principal Account of the Sinking Fund. The City shall make monthly deposits to such sub-accounts so long as the Series 2015 Bonds are Outstanding, beginning in the month following delivery of the Series 2015 Bonds.

For the period commencing with the month following the delivery of the Series 2015 Bonds, to and including the month of the first interest payment date for the Series 2015 Bonds, each monthly deposit to the Series 2015 Sub-Account of the Interest Account shall be an amount that, together with all other monthly deposits of approximately equal amounts during such period and amounts otherwise in said sub-account, will be equal to interest due on the Series 2015 Bonds on the first interest payment date. Thereafter, each monthly deposit to the Series 2015 Sub-Account of the Interest Account shall be equal to not less than one-sixth (1/6th) of the interest coming due on the Series 2015 Bonds on the next interest payment date, net of any interest earnings on such amounts.

For the period commencing with the month following the delivery of the Series 2015 Bonds to and including the month preceding the first principal payment for the Series 2015 Bonds, each monthly deposit to the Series 2015 Sub-Account of the Principal Account shall be an amount that, together with all other monthly deposits during such period and amounts otherwise in said sub-account, will be equal to the principal due on the Series 2015 Bonds on the first principal payment date (provided that, in the event that the first principal payment date is more than 13 months following the month next following delivery of the Series 2015 Bonds, monthly deposits to the Series 2015 Sub-Account of the Principal Account shall begin in the month which is 13 months prior to the month of the first principal payment date). Thereafter, each monthly deposit to the Series 2015 Sub-Account of the Principal Account shall be an amount equal to not less than one-twelfth (1/12th) of the principal amount coming due on the Series 2015 Bonds, whether by maturity or mandatory redemption, on the next principal payment date, net of any interest earnings on such amounts.

No further deposit shall be required to be made to the Series 2015 Sub-Account of the Principal Account or Interest Account when the balances therein are equal to or greater than the amount needed to pay principal and interest (as applicable) on the next interest payment date.

Section 2.08 Federal Tax Matters. The Series 2015 Bonds will be issued as federally tax-exempt bonds. The City hereby covenants that it will not use, or permit the use of, any proceeds of the Series 2015 Bonds in a manner that would cause the Series 2015 Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the City shall comply with applicable regulations adopted under said Section 148. The City further covenants with the registered owners from time to time of the Series 2015 Bonds that it will, throughout the term of the Series 2015 Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Series 2015 Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the City will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Series 2015 Bonds. This resolution shall be placed in the

minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

The appropriate officers of the «Issuer Type MC» are authorized and directed, on behalf of the «Issuer Type MC», to execute and deliver all such certificates and documents that may be required of the «Issuer Type MC» in order to comply with the provisions of this Section related to the issuance of the Bonds.

### ARTICLE III.

#### REDEMPTION OF SERIES 2015 BONDS

Section 3.01 Redemption. The Series 2015 Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III and the Series 2015 Bonds.

Section 3.02 Optional Redemption. Subject to the adjustments permitted in Section 2.01(b) hereof, the Series 2015 Bonds maturing on or before January 1, 2025 shall mature without option of prior redemption. The Series 2015 Bonds maturing on January 1, 2026 and thereafter shall be subject to redemption, in whole or in part, prior to maturity at the option of the City on or after January 1, 2025 at any time at the price of par plus accrued interest to the redemption date. The City shall have the right to designate which maturities, or portions thereof, shall be redeemed in accordance with the immediately preceding sentence.

The City shall give the Trustee at least 40 days' notice of any redemption pursuant to this Section.

Section 3.03 Mandatory Sinking Fund Redemption. The Series 2015 Bonds may be subject to mandatory redemption in part, at a Redemption Price equal to the principal amount thereof plus accrued interest from the sinking fund installments specified in the years and amounts as specified by an Authorized Representative in the Bond Purchase Agreement. At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the City may (i) deliver to the Trustee for cancellation Series 2015 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2015 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Trustee and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2015 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2015 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Trustee with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Section 3.04 Payment of Series 2015 Bonds Upon Redemption. Upon redemption of all or any portion of any Series 2015 Bond, subject to Section 2.10 of the Master Resolution, payment of the applicable Redemption Price shall be made only upon surrender of such Series 2015 Bond. If, on the Redemption Date, sufficient moneys shall have been deposited with the Trustee to effect such redemption

in accordance with this Supplemental Resolution, then interest shall cease to accrue on all Series 2015 Bonds or portions thereof so called for redemption.

#### ARTICLE IV.

##### DISPOSITION OF SERIES 2015 BOND PROCEEDS

The proceeds of the sale of the Series 2015 Bonds shall be used and applied as follows:

- (a) an amount, which together with investment earnings thereon and the amounts currently on deposit in the debt service reserve fund for the Refunded Bonds, will be sufficient to pay principal of and interest on the Refunded Bonds to and on their redemption date shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be held and applied as provided therein; or, in the alternative and at the direction of the Mayor, such amount shall be paid directly to the trustee and paying agent for the Refunded Bonds for the purpose of retiring the Refunded Bonds; and
- (b) the remainder of the proceeds of the sale of the Series 2015 Bonds shall be deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a separate account within the Project Fund, to be known and designated as the "Series 2015 Account" to be kept separate and apart from all other funds of the City. Moneys in the Series 2015 Account shall be applied in accordance with Article XII of the Master Resolution. If, upon completion of the Project, any amount shall remain in the Series 2015 Account, such amounts shall be transferred to the Sinking Fund.

#### ARTICLE V.

##### REFUNDING MATTERS

Section 5.01 Final Determination of Refunded Bonds. The Mayor is authorized to determine whether or not to refinance the Refunded Bonds and determine whether to refinance only a portion of the Refunded Bonds, taking into account the City's cost-savings objectives.

Section 5.02 Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the City Recorder to attest on behalf of the Municipality the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Series 2015 Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved, and the Mayor and the City Recorder are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved, in consultation with the Finance Director, by the Mayor and the City Recorder, their execution thereof to constitute conclusive evidence of their approval of all such changes, including modifications to the Refunding Escrow Agreement. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement. Notwithstanding anything herein to the contrary, no Refunding Escrow Agreement shall be required for the purpose of providing for the payment of the principal of and interest on the Refunded Bonds if Series

2015 Bond proceeds are deposited with the paying agent for the Refunded Bonds as described in Article IV (b) above.

Section 5.03 Notices of Redemption and Notices of Refunding. The Mayor, the City Recorder and/or the Finance Director, or any of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Bonds at their earliest possible redemption date, including the giving of and publication of any redemption notice as required by the resolution authorizing the issuance of the Refunded Bonds. Such notice shall be in substantially the form provided in the Refunding Escrow Agreement. The Mayor, the City Recorder and/or the Finance Director, or any of them, are hereby authorized and directed to take all steps necessary in giving any notices of refunding of the Refunded Bonds, if and as required by law.

## ARTICLE VI.

### MISCELLANEOUS

Section 6.01 Resolution a Contract. The provisions of this Supplemental Resolution shall constitute a contract between the City and the registered owners of the Series 2015 Bonds, and after the issuance of the Series 2015 Bonds, no change, variation or alteration of any kind in the provisions of this Supplemental Resolution shall be made in any manner until such time as the Series 2015 Bonds and interest due thereon shall have been paid in full except as permitted herein.

Section 6.02 Engagement of Bond Counsel. The Governing Body hereby authorizes the engagement of Bass, Berry & Sims PLC to serve as bond counsel to the City in connection with the Series 2015 Bonds. The Mayor is hereby authorized to execute and deliver engagement letters or agreements with bond counsel, and all actions heretofore taken with respect thereto are hereby ratified and approved.

Section 6.03 Separability. If any section, paragraph or provision of this Supplemental Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Supplemental Resolution.

Section 6.04 Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Supplemental Resolution, are, to the extent of such conflict, hereby repealed and this Supplemental Resolution shall be in immediate effect from and after its adoption.

Section 6.05 Governing Law. This Resolution shall be construed in accordance with the laws of the State of Tennessee.

*(signature page follows)*

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

---

Mayor

ATTEST:

---

City Recorder

STATE OF TENNESSEE     )  
  )  
COUNTY OF SUMNER     )

I, Connie Kittrell, hereby certify that I am the duly qualified and acting City Recorder of the City of Gallatin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the City held on April 7, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$28,500,000 Water and Sewer Revenue Refunding and Improvement Bonds, Series 2015 of said City.

WITNESS my official signature and seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Recorder

(SEAL)



this Bond on each interest payment date to the registered owner hereof shown on the bond registration records maintained by the Trustee as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Trustee, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of and premium, if any, on this Bond shall be made when due upon presentation and surrender of this Bond to the Trustee [provided, however, that principal payments made pursuant to mandatory sinking fund redemptions as provided herein shall be made without presentation and surrender of this Bond, except for final payment].

This Series 2015 Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ issued by the City for the purpose of (i) making additions and improvements to its water and sewer system (such system, additions and improvements, together with all water and sewer system properties of every nature hereafter owned by the City, being collectively referred to herein as the "System"), including the payment of legal, fiscal, administrative and engineering costs incident thereto; (ii) refunding the City's outstanding Water and Sewer Revenue Bonds, Series 2008; and (iii) paying costs incident to the issuance of the Series 2015 Bonds under and in full compliance with the Constitution and statutes of the State of Tennessee, including Sections 7-34-101, et seq., Tennessee Code Annotated, and pursuant to a Master Resolution dated as of July 15, 2008 adopted by the City, as supplemented by the Supplemental Resolution No. 4 dated as of April 7, 2015 adopted by the City which authorized the issuance of the Series 2015 Bonds (such Master Resolution, as from time to time amended and supplemented, the "Resolution").

This Series 2015 Bond, and interest hereon are payable solely from and secured by a pledge of the revenues to be derived from the operation of the System subject only to the payment of the reasonable and necessary costs of operating, maintaining, repairing, and insuring the System, on parity with the City's Water and Sewer Revenue Refunding and Improvement Bonds, Series 2011, dated December 28, 2011 and Water and Sewer Revenue Refunding and Improvement Bonds, Series 2014, dated August 20, 2014. As provided in the Resolution, the punctual payment of principal of, premium, if any, and interest on the series of Series 2015 Bonds of which this Series 2015 Bond is one and any other bonds, notes and other obligations issued by or entered into by the City on a parity therewith pursuant to the terms of the Resolution shall be secured equally and ratably by said revenues without priority by reason of series, number or time of sale or delivery. The City has covenanted that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient net revenues to pay promptly the principal of and interest on this Series 2015 Bond and the issue of which it is a part, as each payment becomes due. For a complete statement of the revenues from which and conditions under which this Series 2015 Bond is payable, a statement of the conditions on which obligations may hereafter be issued on parity with this Series 2015 Bond, the general covenants and provisions pursuant to which this Series 2015 Bond is issued and the terms upon which the Resolution may be modified, reference is hereby made to the Resolution.

For so long as the Series 2015 Bonds are held in a book-entry-only system and so long as a Securities Depository or its nominee is the Registered Owner of the Series 2015 Bonds, references herein to the Registered Owners shall mean such Securities Depository and not the beneficial owners. Neither the Trustee nor the City shall be responsible or liable for maintaining, supervising or reviewing the records maintained by or the actions of (including, without limitation, the application of payments

received with respect to the Series 2015 Bonds) the Securities Depository, its participants or persons acting through such participants.

The transfer of this Series 2015 Bond may be registered by the Registered Owner hereof in person or by his attorney duly authorized in writing, at the principal corporate office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Series 2015 Bond. Upon such transfer a new registered Series 2015 Bond or Series 2015 Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The City and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Series 2015 Bond shall be overdue) for all purposes, and neither the City nor the Trustee shall be bound by any notice or knowledge to the contrary.

**Optional Redemption by the City.** Series 2015 Bonds of the issue of which this Bond is one maturing on or before January 1, 2025 shall mature without option of prior redemption. Series 2015 Bonds maturing on January 1, 2026 and thereafter shall be subject to redemption, in whole or in part, prior to maturity at the option of the City, on or after January 1, 2025, at any time at the price of par plus interest accrued to the redemption date.

**[Mandatory Sinking Fund Redemption.** Subject to the credit hereinafter provided, the City shall redeem Series 2015 Bonds maturing in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Series 2015 Bonds of which this Series 2015 Bond is one, or any successor depository for the Series 2015 Bonds, shall determine the interest of each participant in the Series 2015 Bonds to be redeemed using its procedures generally used at that time. If DTC, or another securities depository is no longer serving as securities depository for the Series 2015 Bonds, the Series 2015 Bonds to be redeemed within a maturity shall be selected by the Trustee by lot or such other random manner as the Trustee in its discretion shall select. The dates of redemption and amount of Series 2015 Bonds to be redeemed on said dates are as follows:

<u>Redemption Date</u>	<u>Principal Amount of Series 2015 Bonds to be Redeemed</u>
------------------------	---

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the City may (i) deliver to the Trustee for cancellation Series 2015 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2015 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Trustee and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2015 Bond so delivered or previously purchased or redeemed shall be credited by the Trustee at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2015 Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Trustee with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this paragraph are to be availed of with respect to such

payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

**Notice of Redemption.** Notice of any redemption shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first-class mail, at least 15 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Series 2015 Bond or Bonds to be redeemed at the address shown on the Bond Register, or at such other address as is furnished in writing by such registered owner to the Trustee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2015 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2015 Bond, together with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City of Gallatin, Tennessee has caused this Series 2015 Bond to be executed in its name by the manual or facsimile signature of its Mayor, and attested by the manual or facsimile signature of its City Recorder.

CITY OF GALLATIN, TENNESSEE

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
City Recorder

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This Series 2015 Bond is one of the Series 2015 Bonds of the issue described in the within-mentioned Resolution.

\_\_\_\_\_  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

(Form for Transfer)

FOR VALUE RECEIVED, \_\_\_\_\_ the undersigned, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Series 2015 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Series 2015 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guarantee:

\_\_\_\_\_  
(Authorized Officer)

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2015 Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

EXHIBIT B

(Form of Bond Purchase Agreement)

GALLATIN, TENNESSEE

\$ \_\_\_\_\_ WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT BONDS,  
SERIES 2015

BOND PURCHASE AGREEMENT

\_\_\_\_\_, 2015

City of Gallatin, Tennessee  
132 West Main Street  
Gallatin, TN 37066

Ladies and Gentlemen:

The undersigned, Wiley Bros. – Aintree Capital, LLC, Nashville, Tennessee (the "Underwriter"), offers to enter into the following agreement with the City of Gallatin, Tennessee (the "City"), which, upon the City's acceptance and approval hereof, will be binding upon the City and upon the Underwriter. This offer is made subject to acceptance by the City, by execution of this Bond Purchase Agreement and its delivery to the Underwriter, on or before 5:00 p.m. central time on the date hereof, and, if not so accepted, will be thereafter subject to withdrawal by the Underwriter upon written notice delivered to the City at any time prior to acceptance by the City.

Capitalized terms used herein and not defined herein shall have the meanings given them in the Resolution (as hereinafter defined).

1. Purchase and Sale of the Bonds.

(a) Upon the basis of the representations, warranties, covenants and agreements herein contained, but subject to the terms and conditions herein set forth, the Underwriter hereby agrees to purchase from the City for offering to the public, and the City hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$ \_\_\_\_\_ in aggregate principal amount of Water and Sewer Revenue Refunding and Improvement Bonds, Series 2015, dated their delivery date (the "Bonds") at the purchase price of \$ \_\_\_\_\_ (consisting of the aggregate principal amount of the Bonds, less underwriter's discount of \$ \_\_\_\_\_, plus original issue premium of \$ \_\_\_\_\_). The Bonds shall bear interest, shall mature, shall be redeemable and shall otherwise be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Bonds shall be issued and secured under the provisions of a resolution adopted on April 7, 2015 (the "Resolution"), by the Board of Mayor and Aldermen of the City (the "Board"), providing for the issuance of the Bonds pursuant to Sections 7-34-101 *et seq.*, Tennessee Code Annotated, as amended, and other applicable provisions of law. The proceeds to be received by the City from the sale of the Bonds are for the purpose of providing funds to (i) refund the City's outstanding Water and Sewer Revenue Bonds, Series 2008, dated July 24, 2008 (the "Refunded Bonds"), (ii) finance extensions and improvements to the System, and (iii) pay costs of issuing the Bonds.

(c) After acceptance of this offer by the City, the Underwriter agrees to make a bona fide public offering of all the Bonds at prices not in excess of the initial public offering prices (which may be expressed in terms of yield) set forth on the cover page of the Official Statement, dated the date hereof (the "Official Statement"). The Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into investment trusts) at prices lower than such initial public offering prices in the sole discretion of the Underwriter. Subsequent to such initial public offering, the Underwriter reserves the right to change the public offering prices as it may deem necessary in connection with the marketing of the Bonds.

(d) At the time of the City's acceptance hereof (or as soon as reasonably practicable thereafter, but no later than the Closing (as hereinafter defined)), the City shall have delivered, or caused to be delivered, to the Underwriter: (i) a certified copy of the Resolution; and (ii) a copy of the Official Statement, manually signed on behalf of the City by the President and Secretary of the Board.

(e) The City authorizes the Underwriter to use copies of the Official Statement and the information contained therein in connection with the public offering and sale of the Bonds and agrees not to supplement or amend, or cause to be supplemented or amended, the Official Statement, at any time prior to the Closing, without the consent of the Underwriter. The City ratifies and confirms the use by the Underwriter, prior to the date hereof in connection with the public offering of the Bonds, of the Preliminary Official Statement of the City relating to the Bonds, dated \_\_\_\_\_, 2015, which with any and all appendices, exhibits, maps, reports and summaries included therein is hereinafter called the "Preliminary Official Statement".

(f) As of its date, the Preliminary Official Statement has been "deemed final" (except for permitted omissions) by the City for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The City will deliver, or cause to be delivered, to the Underwriter, promptly after the acceptance hereof, but in any event within seven (7) days of the date hereof, copies of the Official Statement, sufficient to enable the Underwriter to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (and the related rules of the Municipal Securities Rulemaking Board).

2. Closing. At 11:00 a.m., central time, on \_\_\_\_\_, 2015, or at such other time or date as shall have been mutually agreed upon by the City and the Underwriter, the City will deliver, or cause to be delivered, to the Underwriter, or such agent as it shall designate, the Bonds, in book-entry form, duly executed on the City's behalf, together with the other documents hereinafter mentioned, and the Underwriter will accept, or cause to be accepted, such delivery and pay to the City the purchase price of the Bonds in the amount set forth in Section 1 hereof by wire transfer payable in immediately available funds or such other medium of payment as shall be acceptable to the City. Payment for the Bonds as aforesaid shall be made at the offices of Bass, Berry & Sims PLC, Nashville, Tennessee and delivery of the Bonds shall be made through Depository Trust Company, New York, New York, or at such other location mutually acceptable to the parties. Such payment and delivery is herein called the "Closing" and the date of the Closing is herein called the "Closing Date". The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof as shall be requested by the Underwriter, shall be issued in fully registered book-entry form, without coupons, and shall bear interest at the rates per annum set forth on the attached Exhibit A, payable semi-annually on January 1 and July 1 of each year, commencing July 1, 2015. The Bonds shall bear CUSIP numbers, shall be registered in such names and in such denominations as shall be designated in writing by the Underwriter to the City or \_\_\_\_\_, the registration and paying agent for the Bonds (the "Registration Agent"), and shall be duly authenticated by the Registration Agent. The Underwriter hereby instructs that the Bonds be delivered at Closing through The Depository Trust Company's "FAST Program".

3. Representations, Warranties and Covenants of the City. The City, by its acceptance hereof, represents, warrants and covenants to the Underwriter that:

(a) The Resolution has not been amended, restated or supplemented since its adoption;

(b) The City has and had, as the case may be, full legal right, power and authority to (i) adopt the Resolution and execute and deliver the Official Statement and this Bond Purchase Agreement (ii) issue, sell and deliver the Bonds to the Underwriter as provided in this Bond Purchase Agreement, the Official Statement and the Resolution, and (iii) carry out and consummate all other transactions contemplated by the aforesaid instruments;

(c) The City has (i) duly adopted the Resolution, (ii) duly authorized the execution, delivery and performance of this Bond Purchase Agreement and the Bonds, (iii) duly authorized the execution, delivery and distribution of the Official Statement, and (iv) duly authorized the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by the aforesaid instruments;

(d) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualification in effect so long as required for the distribution of the Bonds; provided, however, that in no event shall the City be required to take any action which would subject it to general or unlimited service of process in any jurisdiction in which it is not now so subject;

(e) If between the date of this Bond Purchase Agreement and the "end of the underwriting period," as defined in Rule 15c2-12 of the Securities and Exchange Commission, an event occurs, of which the City has knowledge, which might or would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the City will notify the Underwriter and, if such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will, at its expense, amend or supplement the Official Statement in a form and in a manner approved by the Underwriter;

(f) The City has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the financial position, results of operations or condition, financial or otherwise, of the City since June 30, 2014, which is not described in the Official Statement, whether or not arising from transactions in the ordinary course of business;

(g) Between the date hereof and the date of the Closing, the City will not, without the prior written consent of the Underwriter, except as described in or contemplated by the Official Statement, incur any material liabilities, direct or contingent, other than in the ordinary course of business;

(h) To the extent permitted by law, the City agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended) the Underwriter and the officers, agents and employees of the Underwriter against any and all losses, claims, damages, liabilities and expenses:

(i) arising out of any statement or information in the Official Statement, relating to the City that is or is alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that should be stated therein or that is necessary to make the statements therein relating to the City not misleading in any material respect, and

(ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the City;

provided, however, that the indemnity agreement contained in this Subsection shall not inure to the benefit of the Underwriter (or to the benefit of any person controlling the Underwriter), if the Underwriter failed to send or give a copy of the Official Statement to such person claiming such loss, damage, liability or expense at or prior to the written confirmation of the sale of Bonds to such person and the Underwriter was required by law to send or give such Official Statement.

In case any claim shall be made or action brought against the Underwriter or any controlling person based upon the Official Statement for which indemnity may be sought against the City, as provided above, the Underwriter shall promptly notify the City in writing setting forth the particulars of such claim or action and the City shall assume the defense thereof, including the retaining of counsel acceptable to the Underwriter and the payment of all expenses. The Underwriter or any such controlling person shall have the right to retain separate counsel in any such action but shall bear the fees and expenses of such counsel unless (i) the City shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include such Underwriter or controlling person or persons, and the City and such Underwriter or controlling person or persons have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the City, in which case the City shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel.

(i) All the certifications required to be made by the City pursuant to Section 4 hereof are true and correct as of the date hereof.

(j) Any certificate signed by any official or Commissioner of the City which purports to be signed on behalf of the City and which is delivered to the Underwriter shall be deemed to be a representation and warranty by the City to the Underwriter as to the truth of the statements made therein.

(k) For purposes of compliance with Rule 15c2-12, the City will undertake, pursuant to the Resolution and a Continuing Disclosure Agreement, to provide notices of the occurrence of certain events, if material under federal securities laws, and certain financial information. A description of these undertakings is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

4. Conditions of Closing. The obligations of the Underwriter hereunder shall be subject to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the

accuracy of and compliance with the representations, warranties and covenants of the City herein, in each case as of the time of delivery of this Bond Purchase Agreement and as of the Closing, and, in the discretion of the Underwriter, to the following:

(a) at the Closing, (i) the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the City shall have executed and there shall be in full force and effect such additional agreements, and there shall have been taken in connection therewith and in connection with the issuance of the Bonds all such action as shall, in the opinion of Bass, Berry & Sims PLC, Nashville, Tennessee, Bond Counsel ("Bond Counsel") and the Underwriter, be necessary in connection with the transactions contemplated hereby, (ii) the Bonds shall have been duly authorized, executed and delivered as provided herein, (iii) the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and (iv) the City shall perform or have performed all of its obligations under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing;

(b) At or prior to the Closing Date, the Underwriter shall have received the following:

(i) The approving opinion, dated the Closing Date, of Bond Counsel, in substantially the form attached as Appendix E to the Official Statement, addressed to the City and the Underwriter.

(ii) A certificate, dated the Closing Date, signed by the Mayor and City Recorder of the City, in which such officers, to the best of their knowledge, information and belief, shall state that:

(A) Except as described in the Official Statement, there is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or to their knowledge threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, application of the proceeds thereof, or the payment of the Bonds pursuant to the Resolution; seeking to restrain or enjoin the execution, delivery or performance of the Bond Purchase Agreement; in any manner questioning the proceedings or authority pursuant to which the Bonds are authorized or issued; in any manner questioning or relating to the validity of the Bonds, the Resolution or the Bond Purchase Agreement; contesting in any way the completeness or accuracy of the Official Statement; in any way contesting the corporate existence or boundaries of the City or the title of its present officers to their respective offices; or contesting the powers of the City or its authority with respect to the Bonds, the Resolution, the Bond Purchase Agreement or the Official Statement, or any act to be done or documents or certificates to be executed or delivered in connection with any of them.

(B) The Resolution is as of the Closing Date in full force and effect and has not been amended, modified or supplemented, except as provided herein.

(C) The execution and delivery of the Bond Purchase Agreement and the Bonds, the adoption of the Resolution, and the compliance by the City with the terms and provisions thereof, will not conflict with, or result in any violation of any provision of the Resolution or similar incorporating or governing documents of the City or of any amendments to any of the foregoing or any indenture, mortgage, deed of trust or other

agreement or instrument to which the City is a party or by which it or its properties are bound and will not violate any decree, order, injunction, judgment, determination or award to which the City or its properties are subject.

(D) The City has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds.

(E) The descriptions and statements contained in the Official Statement were at the time of its publication and distribution, and are on the Closing Date, true and correct in all material respects, and the Official Statement did not at the time of its publication and distribution, and does not on the Closing Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated where necessary to make the statements made, in light of the circumstances under which they are made, not misleading.

(F) Subsequent to June 30, 2014, there has been no material adverse change in the financial position or results of operations of the City except as set forth in or contemplated by the Official Statement or as described in such certificate;

(iii) An opinion, dated the Closing Date and addressed to the Underwriter, of Susan High McAuley, Counsel to the City, substantially in the form attached hereto as Exhibit B with such changes therein as shall be approved by the Underwriter.

(iv) Evidence that Standard & Poor's has issued a rating of " \_\_\_\_\_ " for the Bonds;

(v) An executed copy of a Refunding Escrow Agreement between the City and \_\_\_\_\_, providing for the refunding of the Refunded Bonds; and

(vi) the verification report of The Arbitrage Group, Inc.; and

(vii) Such additional opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel and the Underwriter), and other evidence as the Underwriter or Bond Counsel may reasonably deem necessary to evidence the truth or accuracy as of the Closing Date of the representations and warranties of the City herein contained, and of the Official Statement and the due performance and satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

The opinions and certificates and other evidence referred to above shall be in form and substance satisfactory to the Underwriter.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder.

5. Termination of Agreement. The Underwriter may terminate this Bond Purchase Agreement, without liability therefor, by notification to the City, if at any time subsequent to the date of this Bond Purchase Agreement and at or prior to the Closing:

(a) legislation shall be enacted by the Congress of the United States or a bill introduced (by amendment or otherwise) or favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or fiscal action shall be issued or proposed by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency with respect to or having the purpose or effect of including within gross income for federal income tax purposes interest received on bonds of the general character of the Bonds, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(b) any legislation, rule or regulation shall be introduced in, or be enacted by the General Assembly or any department or agency in the State of Tennessee, or a decision by any court of competent jurisdiction within the State of Tennessee shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(c) any amendment to the Official Statement is proposed by the City or deemed necessary by Bond Counsel pursuant to Section 2(f) hereof which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(d) any fact shall exist or any event shall have occurred which, in the reasonable opinion of the Underwriter, makes the Official Statement, in the form as originally approved by the City, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(e) there shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis, financial or otherwise, including a general suspension of trading on any national securities exchange, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(f) legislation shall be enacted or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of the Underwriter, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Resolution to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(g) a general banking moratorium shall have been declared by United States, New York or Tennessee authorities, which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds to be purchased by it; or

(h) any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

6. Expenses.

(a) The City agrees to pay all expenses incident to the performance of its obligations hereunder, including but not limited to (i) the cost of the preparation, printing or other reproduction (for distribution prior to, on, or after the date of acceptance of this Bond Purchase Agreement) of reasonable quantities of the Resolution, the Preliminary Official Statement and the Official Statement, including shipping and distribution costs (ii) the cost of printing, signing, registering and authenticating the book-entry Bonds, and (iii) the fees and disbursements of Bond Counsel, Counsel to the City, the Registration Agent, and of any other experts or consultants retained by the City.

(b) In the event that either the City or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made.

7. Miscellaneous.

(a) All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter:

Wiley Bros. – Aintree Capital, LLC  
Attention: Public Finance Department  
40 Burton Hills Boulevard, Suite 350  
Nashville, Tennessee 37215

The City at the address first listed above.

The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as a municipal advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), an agent or a fiduciary of the City; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the City on other matters) nor has it assumed any other obligation to the City except the obligations expressly set forth in this Purchase Agreement, (iv) the Underwriter has financial and other interests that differ from those of the City; and (v) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2015 Bonds.

The City and the Underwriter represent and warrant that no finder or other agent has been employed by either the City or the Underwriter in connection with this transaction.

This Bond Purchase Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person. The terms "successors"

and "assigns" shall not include any purchaser of any of the Bonds from the Underwriter merely because of such purchase.

Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

This Bond Purchase Agreement shall be governed by, and construed in accordance with, the law of the State of Tennessee.

This Bond Purchase Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

The Underwriter may waive compliance by the City with any of the conditions, requirements, covenants, warranties or representations set forth herein, but waiver by the Underwriter of any such compliance shall not be deemed a waiver of compliance with any other of the conditions, requirements, covenants, warranties or representations set forth herein.

WILEY BROS. – AINTREE CAPITAL, LLC

By: \_\_\_\_\_;  
Title: \_\_\_\_\_;

Accepted as of the date first  
above written:

CITY OF GALLATIN, TENNESSEE

By: \_\_\_\_\_  
Mayor

EXHIBIT A

\$ \_\_\_\_\_ WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT BONDS,  
SERIES 2015  
OF  
CITY OF GALLATIN, TENNESSEE

MATURITY DATE (January 1)	PRINCIPAL AMOUNT	INTEREST RATE
---------------------------------	---------------------	------------------

[\*Term Bonds

Subject to any credits as permitted by the terms of the Resolution, the City shall redeem Bonds maturing on January \_\_\_\_\_ on the redemption dates set forth below opposite the maturity date, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Bonds to be so redeemed shall be selected by lot or in such other random manner as the Registration Agent in its discretion may designate. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount to be Redeemed</u>
-----------------	------------------------	--

\*Final Maturity

Except as set forth above, the Bonds shall be issued in accordance with the terms of the Resolution.

EXHIBIT B

[Letterhead of Susan High McAuley]

\_\_\_\_\_, 2015

Wiley Bros. – Aintree Capital, LLC  
Nashville, Tennessee

Bass, Berry & Sims PLC  
Nashville, Tennessee

Re: City of Gallatin, Tennessee (the "City") - \$\_\_\_\_\_ Water and Sewer Revenue  
Refunding and Improvement Bonds, Series 2015 (the "Bonds")

Ladies and Gentlemen:

I have acted as counsel to the City in connection with the issuance, execution, delivery and sale of the Bonds, authorized and issued by the City pursuant to a resolution of the City Council of the City, adopted on \_\_\_\_\_, 2015 (the "Resolution") and the sale of the Bonds by the City to Wiley Bros. – Aintree Capital, LLC, Nashville, Tennessee (the "Underwriter") pursuant to a Bond Purchase Agreement, dated \_\_\_\_\_, 2015 by and between the City and the Underwriter (the "Bond Purchase Agreement"). I have been requested by the City to render this opinion pursuant to Section 4(b)(iii) of the Bond Purchase Agreement. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Purchase Agreement.

In connection with this opinion, I have reviewed the following:

1. The Resolution, and all public notices relating thereto;
2. The bylaws and such minutes and records of the City as we have deemed necessary to render the opinion set forth herein;
3. The Bond Purchase Agreement;
4. The Preliminary Official Statement, dated \_\_\_\_\_ and the Official Statement, dated \_\_\_\_\_, published and distributed in connection with the sale of the Bonds (the "Official Statement"); and
5. Such other documents and matters of fact and law as I have deemed necessary in order to render the opinion set forth herein.

As to various issues of fact, I have relied upon the representations and warranties of the City contained in the Bond Purchase Agreement and upon statements and certificates of officers of the City without independent verification or investigation.

Based on our examination, I am of the opinion, as of the date hereof, as follows:

1. The City has all requisite power and authority and all necessary licenses and permits to own and operate its properties, to carry on its activities as now conducted and as presently proposed to be conducted and enter into and perform its obligations under the Resolution and the Bond Purchase Agreement. The Resolution hereinabove described has not been amended, modified or supplemented.

2. The Resolution has been duly and lawfully adopted by the City Council of the City at a meeting duly and regularly noticed, called and held with a quorum present and acting throughout, in compliance with Section 8-44-101 et seq., Tennessee Code Annotated, as amended, and has not been amended, modified or supplemented, except as set forth in the Bond Purchase Agreement, and is in full force and effect.

3. To the best of my knowledge, there is no litigation or other legal or governmental action, proceeding, inquiry or investigation of any nature pending on the Closing Date, or threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, application of the proceeds thereof, or the payment, collection or application of income or revenues of the City or the pledge thereof to the payment of the Bonds pursuant to the Resolution; seeking to restrain or enjoin the execution, delivery or performance of the Bond Purchase Agreement; in any manner questioning the proceedings or authority pursuant to which the Bonds are authorized or issued; in any manner questioning or relating to the validity of the Bonds, the Resolution, and the Bond Purchase Agreement; contesting in any way the completeness or accuracy of the Official Statement; in any way contesting the corporate existence or boundaries of the City or the title of its present officers to their respective offices; or contesting the powers of the City or its authority with respect to the Bonds, the Resolution, the Bond Purchase Agreement or the Official Statement, or any act to be done or documents or certificates to be executed or delivered in connection with any of them.

4. To the best of my knowledge, the execution and delivery of the Bond Purchase Agreement and the Bonds, the adoption of the Resolution, and the compliance by the City with the terms and provisions thereof, will not conflict with, or result in any violation of any provision of the Resolution or similar incorporating or governing documents of the City or of any amendments to any of the foregoing or any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which it or its properties are bound and will not violate any decree, order, injunction, judgment, determination or award to which the City or its properties are subject.

5. No special, local or private act or legislation has been passed by the General Assembly of the State of Tennessee applicable to the City affecting its power to issue the Bonds or pay the principal of, premium, if any, interest on the Bonds when due.

I express no opinion herein other than as to the law of the State of Tennessee. This opinion is rendered solely for your information in connection with the above-referenced transaction and may not be delivered or quoted to any other person or relied upon for any other purpose without my prior written consent.

Yours very truly,

EXHIBIT C

(Form of Refunding Escrow Agreement)

13171725.2

CITY OF GALLATIN, TENNESSEE

\$ \_\_\_\_\_ WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT BONDS,  
SERIES 2015

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of \_\_\_\_\_, 2015, by and between the City of Gallatin, Tennessee (the "Issuer") and \_\_\_\_\_ (the "Agent").

WITNESSETH:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding debt obligations, as described herein (the "Outstanding Obligations") by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Obligations as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Obligations, the Issuer has authorized and issued its Water And Sewer Revenue Refunding and Improvement Bonds, Series 2015 (the "Refunding Bonds"); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds, together with legally available funds of the Issuer, will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Obligations as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Obligations, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Obligations according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ derived from the proceeds of the sale of the Refunding Bonds and \$ \_\_\_\_\_ from other legally available funds of the Issuer.

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

### DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

### DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Obligations; but if the principal of and interest on the Outstanding Obligations shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

## ARTICLE I. DEFINITIONS AND CONSTRUCTION

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agreement" means this Refunding Escrow Agreement;

"Code" means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

"Escrow Fund" shall have the meaning ascribed to it in Section 2.1 hereof;

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

"Government Securities" means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

"Outstanding Obligations" means Water and Sewer Revenue and Tax Refunding Bonds, Series 2008, dated July 24, 2008 and maturing in 2016 and thereafter; and

"Written Request" means a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in the place of the Mayor.

SECTION 1.2 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II.  
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.1 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.2 Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

(a) the amount of \$\_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of \$\_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.3 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent or its successor, for the Outstanding Obligations of monies sufficient for the payment of the principal of and interest on the Outstanding Obligations as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Obligations are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Obligations shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Obligations to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

SECTION 2.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the

corresponding payment of principal and/or interest on the Outstanding Obligations, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Obligations. Upon retirement of all the Outstanding Obligations, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

SECTION 2.5 Reports. The Agent shall deliver to the City Recorder of the Issuer, within 90 days of the close of the Issuer's fiscal year, a report current as of the end of such fiscal year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the Issuer and which also shall set forth all assets in the Escrow Fund as of the end of such fiscal year and set forth opening and closing balances thereof for that fiscal year. The Agent shall also deliver to the City Recorder, within 90 days following the final disposition of funds herefrom, a report summarizing all transactions relating to the Escrow Fund effected during the term thereof.

SECTION 2.6 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Obligations, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Obligations not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Obligations. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Obligations to the extent the Escrow is or will be insufficient to retire the Outstanding Obligations as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.7 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Obligations, except as provided herein with respect to amendments permitted under Section 4.1 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.8 Redemption of Outstanding Obligations. The Outstanding Obligations shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agents for the Outstanding Obligations not less than 45 days prior to the redemption date of the Outstanding Obligations directing the paying agents to give notice to the holders of the Outstanding Obligations as and when required by the resolutions authorizing the Outstanding Obligations.

### ARTICLE III. CONCERNING THE AGENT

SECTION 3.1 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.2 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.3 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Obligations or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Obligations. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Obligations as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Obligations caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Obligations, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.4 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Obligations as fully and with the same rights as if it were not the Agent.

SECTION 3.5 Exculpation of Funds of Agent. Except as set forth in Section 3.3, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.6 Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Obligations.

SECTION 3.7 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Obligations, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Obligations except as provided in Section 2.8 hereof.

SECTION 3.8 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.9 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Obligations notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Sumner County, Tennessee for the appointment of a successor, or any holder of the Outstanding Obligations may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Obligations, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.8. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Obligations at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.8 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.8 hereof.

SECTION 3.12 Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, an annual fee of \$\_\_\_\_\_, payable on the date hereof and on each anniversary thereof until the term of this Agreement is concluded. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Obligations; provided, however, that the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

#### ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Obligations, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Obligations, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Obligations, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Obligations. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding Obligations in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

SECTION 4.2 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.4 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the Issuer:

City of Gallatin, Tennessee  
132 West Main Street  
Gallatin, Tennessee 37066  
Attention: Finance Director

To the Agent:

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.5 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.6 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.7 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

CITY OF GALLATIN, TENNESSEE

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Escrow Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Debt Service Schedule of \_\_\_\_\_, dated \_\_\_\_\_, maturing \_\_\_\_\_, to the Maturity Date, With Name and Address of the Paying Agent and Date and Amount of Payment

<u>Payment</u> <u>Date</u>	<u>Principal</u> <u>Payable</u>	<u>Interest</u> <u>Payable</u>	<u>Premium</u>	<u>Total Debt</u> <u>Service</u>
-------------------------------	------------------------------------	-----------------------------------	----------------	-------------------------------------

Paying Agent: \_\_\_\_\_  
\_\_\_\_\_

EXHIBIT B

[Insert Description of Securities]

Total Cost of Securities: \$ \_\_\_\_\_  
Initial Cash Deposit: \$ \_\_\_\_\_

EXHIBIT C

NOTICE OF REDEMPTION  
CITY OF GALLATIN, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Gallatin, Tennessee (the "Issuer"), has elected to and does exercise its option to call and redeem on \_\_\_\_\_ the Issuer's outstanding debt obligations (the "Outstanding Obligations") as follows:

**[Outstanding Obligations]**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Cusip No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Obligations are hereby notified to present the same to the offices of \_\_\_\_\_ as follows, where redemption shall be made at the redemption price of \_\_\_% of par, plus interest accrued to the redemption date:

*If by Mail: (REGISTERED Bonds)*

*If by Hand or Overnight Mail:*

The redemption price will become due and payable on \_\_\_\_\_, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond \_\_\_\_\_.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

\_\_\_\_\_  
Registration and Paying Agent



**STATE OF TENNESSEE  
COMPTROLLER OF THE TREASURY  
OFFICE OF STATE & LOCAL FINANCE  
SUITE 1600 JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-1402  
PHONE (615) 401-7872 FAX (615) 741-6986**

March 26, 2015

Honorable Paige Brown, Mayor  
City of Gallatin  
132 West Main Street, Room 106  
Gallatin, TN 37066

Dear Mayor Brown:

This letter, report, and plan of refunding (the "Plan"), are to be posted on the City of Gallatin's (the "City") website. Please make these documents available to the public and provide a copy of this report to each board member at the next meeting of the board.

This letter acknowledges receipt on March 24, 2015, of the City's request to review the Plan for the issuance of an amount not to exceed \$23,250,000 Water and Sewer System Revenue Refunding Bonds, Series 2015, (the "Refunding Bonds") to advance refund an estimated \$22,560,000 Water and Sewer Revenue Bonds, Series 2008 (the "Refunded Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

**BALLOON INDEBTEDNESS**

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval.

**FINANCIAL PROFESSIONALS**

The City has not reported a municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The Plan was prepared by the City with the assistance of its proposed underwriter Wiley Bros.

## **CITY'S PROPOSED REFUNDING OBJECTIVE**

The City indicated its purpose for the refunding is for net present value savings.

## **COMPLIANCE WITH THE CITY'S DEBT MANAGEMENT POLICY**

The City provided a copy of its debt management policy, and within forty-five (45) days of issuance of the Refunding Bonds, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the City amends its policy, please submit the amended policy to this office.

## **REPORT OF THE REVIEW OF A PLAN OF REFUNDING**

This letter, report, and the Plan are to be posted on the City's website, if there is one. The same report is to be provided to each member of the City Commission and reviewed at the public meeting following receipt of this letter.

**The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel.**

*This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.*

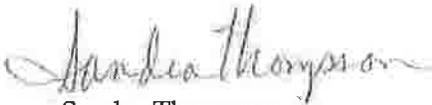
*We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this*

*notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.*

#### **REPORT ON DEBT OBLIGATION**

We are enclosing the Report on Debt Obligation. The form must be completed for all debt issued. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to [stateandlocalfinance.publicdebtform@cot.tn.gov](mailto:stateandlocalfinance.publicdebtform@cot.tn.gov). No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. The form can be found at <http://www.comptroller.tn.gov/sl/pubdebt.asp>.

Sincerely,



Sandra Thompson  
Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT  
Mr. Julianne Graham, Wiley Bros.  
Mr. Keener Billups, Wiley Bros.  
Mr. Jeff Oldham, Bass Berry & Sims

Enclosures: Report of the Director of the Office of State & Local Finance  
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE  
CONCERNING THE PROPOSED ISSUANCE OF  
WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2015  
CITY OF GALLATIN, TENNESSEE**

The City of Gallatin (the "City") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-903 regarding an issuance of an amount not to exceed \$23,250,000 Water and Sewer System Revenue Refunding Bonds, Series 2015, (the "Refunding Bonds") to advance refund an estimated \$22,560,000 Water and Sewer Revenue Bonds, Series 2008 (the "Refunded Bonds").

The Plan was prepared with the assistance of the City's proposed underwriter, Wiley Bros. An evaluation of the preparation, support, and underlying assumptions of the Plan has not been performed by this Office. This letter and report provide no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body. The Refunding Bonds may be issued with a structure different to that of the Plan. The City provided a copy of its debt management policy.

**BALLOON INDEBTEDNESS**

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval.

**CITY'S PROPOSED REFUNDING OBJECTIVE**

The City indicated its purpose for the refunding is for net present value savings.

**REFUNDING ANALYSIS**

- The results of the refunding are based on the assumption that \$21,120,000 Refunding Bonds will be sold by negotiated sale and priced at a premium of \$2,208,857.
- The City is making a transfer of \$1,920,000 from prior issue debt service funds to fund the escrow account and pay costs of issuance.
- The estimated net present value savings of the refunding is \$1,527,178 or 6.77% of the refunded principal amount of \$22,560,000.
- The savings are generated by reducing the average coupon of the Refunded Bonds from 4.91% to an average coupon of 4.20% for the Refunding Bonds and by issuing premium bonds.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$186,720 or \$8.84 per \$1,000 of the par amount. See Table 1 for individual costs of issuance.

Table 1

Costs of Issuance of the Refunding Bonds

	Amount	Price per \$1,000 bond
Underwriter (Wiley Bros.)	\$ 126,720.00	\$ 6.00
Bond Counsel (Bass Berry & Sims)	30,000.00	1.42
Other Costs (Includes \$20,000 for rating agency fees)	30,000.00	1.42
<b>Total Cost of Issuance</b>	<b>\$ 186,720.00</b>	<b>\$ 8.84</b>

The City has not identified a municipal advisor. Municipal advisors have a fiduciary responsibility to you, the issuer. Underwriters have no fiduciary responsibility to you. They represent the interests of their firm.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If all of the Refunded Bonds are not refunded as a part of the Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.



Sandra Thompson  
Director of the Office of State and Local Finance  
Date: March 26, 2015

CITY OF GALLATIN, TENNESSEE  
CURRENT WATER AND SEWER DEBT SERVICE

FY	Series 2008 Water & Swr Improvement			Series 2011 Refunding and Improvement			Series 2014 Refunding and Improvement			Total Debt Service		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2016	800,000	1,067,800	1,867,800	260,000	262,148	522,148	570,000	201,300	771,300	1,630,000	1,531,248	3,161,248
2017	850,000	1,037,800	1,887,800	270,000	253,548	523,548	565,000	187,125	752,125	1,685,000	1,478,473	3,163,473
2018	900,000	1,003,800	1,903,800	280,000	245,298	525,298	560,000	167,450	727,450	1,740,000	1,416,548	3,156,548
2019	955,000	967,800	1,922,800	405,000	235,023	640,023	265,000	149,625	414,625	1,625,000	1,352,448	2,977,448
2020	990,000	929,600	1,919,600	420,000	222,648	642,648	265,000	136,375	401,375	1,675,000	1,288,523	2,963,523
2021	1,075,000	887,525	1,922,525	430,000	209,898	639,898	270,000	123,000	393,000	1,735,000	1,220,423	2,955,423
2022	1,120,000	846,125	1,921,125	440,000	196,848	636,848	275,000	109,375	384,375	1,790,000	1,152,348	2,942,348
2023	1,180,000	797,750	1,921,750	450,000	183,498	633,498	285,000	95,375	380,375	1,855,000	1,076,623	2,931,623
2024	1,240,000	741,750	1,921,750	460,000	169,848	629,848	315,000	80,375	395,375	1,955,000	991,973	2,946,973
2025	1,300,000	682,750	1,922,750	490,000	155,598	645,598	325,000	64,375	389,375	2,055,000	902,723	2,957,723
2026	1,365,000	620,750	1,920,750	505,000	141,304	646,304	330,000	49,650	379,650	2,135,000	811,704	2,946,704
2027	1,435,000	555,750	1,922,500	520,000	126,560	646,560	340,000	37,950	377,950	2,225,000	720,260	2,945,260
2028	1,505,000	487,500	1,922,500	535,000	110,401	645,401	355,000	27,525	382,525	2,325,000	625,426	2,950,426
2029	1,580,000	415,750	1,920,750	555,000	93,023	648,023	365,000	16,725	381,725	2,425,000	525,498	2,950,498
2030	1,660,000	340,500	1,920,500	570,000	74,599	644,599	375,000	5,625	380,625	2,525,000	420,724	2,945,724
2031	1,740,000	251,500	1,921,500	590,000	54,869	644,869				2,250,000	316,369	2,566,369
2032	1,830,000	178,500	1,918,500	615,000	33,781	648,781				2,355,000	212,281	2,567,281
2033	1,920,000	91,500	1,921,500	635,000	11,509	646,509				2,465,000	100,662	2,565,662
<b>Total</b>	<b>\$22,560,000</b>	<b>\$11,914,450</b>	<b>\$34,474,450</b>	<b>\$8,430,000</b>	<b>\$2,780,401</b>	<b>\$11,210,401</b>	<b>\$5,460,000</b>	<b>\$1,451,850</b>	<b>\$6,911,850</b>	<b>\$36,450,000</b>	<b>\$16,146,701</b>	<b>\$52,596,701</b>

Current

# DRAFT

CITY OF GALLATIN, TENNESSEE  
 WATER AND SEWER DEBT SERVICE  
 (after Series 2015 refunding only)

FY	Series 2011 Refunding and Improvement			Series 2014 Refunding and Improvement			Series 2015 Refunding			Total Debt Service		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2016	260,000	262,148	522,148	570,000	201,300	771,300	1,065,000	560,092	1,625,092	1,895,000	1,023,540	2,918,540
2017	270,000	253,548	523,548	565,000	187,125	752,125	840,000	808,188	1,648,188	1,675,000	1,248,861	2,923,861
2018	280,000	245,298	525,298	560,000	167,450	727,450	880,000	782,888	1,662,888	1,720,000	1,195,796	2,915,796
2019	405,000	235,023	640,023	265,000	149,625	414,625	925,000	756,588	1,681,588	1,595,000	1,141,236	2,736,236
2020	420,000	222,648	642,648	265,000	136,375	401,375	950,000	728,838	1,678,838	1,635,000	1,087,861	2,722,861
2021	430,000	209,898	639,898	270,000	123,000	393,000	980,000	700,338	1,680,338	1,680,000	1,031,236	2,713,236
2022	440,000	196,848	636,848	275,000	109,375	384,375	1,010,000	670,938	1,680,938	1,725,000	977,161	2,702,161
2023	450,000	183,498	633,498	285,000	95,375	380,375	1,035,000	640,638	1,675,638	1,770,000	919,511	2,689,511
2024	460,000	169,848	629,848	315,000	80,375	395,375	1,070,000	609,588	1,679,588	1,845,000	859,811	2,704,811
2025	490,000	155,598	645,598	325,000	64,375	389,375	1,125,000	556,088	1,681,088	1,940,000	776,061	2,716,061
2026	505,000	141,304	646,304	330,000	49,650	379,650	1,180,000	499,833	1,679,833	2,015,000	690,792	2,705,792
2027	520,000	126,560	646,560	340,000	37,550	377,550	1,240,000	440,838	1,680,838	2,100,000	605,348	2,705,348
2028	535,000	110,401	645,401	355,000	27,525	382,525	1,305,000	378,838	1,683,838	2,195,000	516,764	2,711,764
2029	555,000	93,023	648,023	365,000	16,725	381,725	1,365,000	313,588	1,678,588	2,285,000	423,336	2,708,336
2030	570,000	74,599	644,599	375,000	5,625	380,625	1,435,000	245,338	1,680,338	2,380,000	325,562	2,705,562
2031	590,000	54,869	644,869				1,505,000	173,588	1,678,588	2,095,000	228,457	2,323,457
2032	615,000	33,781	648,781				1,580,000	98,338	1,678,338	2,195,000	132,119	2,327,119
2033	635,000	21,300	656,300				1,670,000	50,338	1,720,338	2,285,000	67,347	2,352,347
Total	\$8,430,000	\$2,780,401	\$11,210,401	\$5,460,000	\$1,451,850	\$6,911,850	\$21,120,000	\$9,015,579	\$30,135,579	\$35,010,000	\$13,247,830	\$48,257,830

proposed with  
 no new money

DRAFT

CITY OF GALLATIN, TENNESSEE  
 WATER AND SEWER DEBT SERVICE  
 (after Series 2015 refunding and \$5MM new money)

FY	Series 2011 Refunding and Improvement			Series 2014 Refunding and Improvement			Series 2015 Refunding and \$5MM			Total Debt Service		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2016	250,000	262,148	512,148	570,000	201,300	771,300	1,065,000	679,975	1,744,975	1,895,000	1,148,423	3,043,423
2017	270,000	253,548	523,548	565,000	187,125	752,125	965,000	988,013	1,953,013	1,800,000	1,428,686	3,221,686
2018	280,000	245,256	525,256	560,000	167,450	727,450	1,010,000	939,063	1,949,063	1,850,000	1,371,811	3,221,811
2019	405,000	235,023	640,023	265,000	149,625	414,625	1,060,000	928,763	1,988,763	1,730,000	1,313,411	3,043,411
2020	420,000	222,648	642,648	265,000	136,375	401,375	1,085,000	896,963	1,981,963	1,770,000	1,255,986	3,025,986
2021	430,000	209,898	639,898	270,000	123,000	393,000	1,120,000	864,413	1,984,413	1,820,000	1,197,311	3,017,311
2022	440,000	196,848	636,848	275,000	109,375	384,375	1,155,000	830,813	1,985,813	1,870,000	1,137,036	3,007,036
2023	450,000	183,498	633,498	285,000	95,375	380,375	1,185,000	796,153	1,981,153	1,920,000	1,075,036	2,995,036
2024	460,000	169,848	629,848	315,000	80,375	395,375	1,225,000	760,613	1,985,613	2,000,000	1,010,836	3,010,836
2025	480,000	155,558	645,558	325,000	64,375	389,375	1,285,000	699,363	1,984,363	2,100,000	919,336	3,019,336
2026	505,000	141,304	646,304	330,000	49,650	379,650	1,350,000	595,113	1,945,113	2,185,000	826,067	3,011,067
2027	520,000	126,350	646,350	340,000	37,950	377,950	1,420,000	567,613	1,987,613	2,280,000	732,123	3,012,123
2028	555,000	110,401	645,401	355,000	27,525	382,525	1,495,000	496,613	1,991,613	2,385,000	634,539	3,019,539
2029	555,000	93,023	648,023	365,000	16,725	381,725	1,560,000	421,863	1,981,863	2,480,000	531,611	3,011,611
2030	570,000	74,599	644,599	375,000	5,625	380,625	1,720,000	261,863	1,981,863	2,585,000	424,087	3,009,087
2031	590,000	54,859	644,859				1,810,000	175,863	1,985,863	2,310,000	316,732	2,626,732
2032	615,000	39,781	648,781				1,865,000	121,563	1,986,563	2,425,000	209,644	2,634,644
2033	635,000	11,509	646,509				2,400,000	63,281	303,281	2,500,000	133,072	2,633,072
2034							250,000	55,181	305,181	250,000	55,181	305,181
2035							260,000	46,744	306,744	260,000	46,744	306,744
2036							270,000	37,969	307,969	270,000	37,969	307,969
2037							275,000	28,856	303,856	275,000	28,856	303,856
2038							285,000	19,575	304,575	285,000	19,575	304,575
2039							255,000	8,296	263,296	255,000	8,296	263,296
Total	\$8,430,000	\$2,785,401	\$11,210,401	\$5,460,000	\$1,451,850	\$6,911,850	\$25,890,000	\$11,690,050	\$37,580,050	\$59,780,000	\$15,571,503	\$75,351,503

proposed with new money

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

3/24/2015

**DEPARTMENT:** Finance

**AGENDA #** 6

**SUBJECT:**

Water sewer revenue bond resolution

**SUMMARY:**

Resolution approving the issuance of the new water and sewer revenue debt not to exceed \$5,000,000 and refunding the 2008 series bond

**RECOMMENDATION:**

approval

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**RESOLUTION NO. R1503-15**

**RESOLUTION APPROVING NEW JOB DESCRIPTION FOR DATA QUALITY CONTROL SPECIALIST FOR BUILDING CODES DEPARTMENT**

**BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE**, that the new job description attached hereto be approved and ordered implemented into the City of Gallatin Personnel Classification System.

New                      Data Quality Control Specialist                      Pay Grade M

**BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE**, that this resolution shall take effect upon final passage, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE: \_\_\_\_\_

NAY: \_\_\_\_\_

DATED:

\_\_\_\_\_  
MAYOR PAIGE BROWN

ATTEST:

\_\_\_\_\_  
CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
SUSAN HIGH-MCAULEY, CITY ATTORNEY

## **Data Quality Control Specialist**

### **GENERAL DEFINITION AND CONDITIONS OF WORK:**

Performs duties include assembling, editing, developing and distributing data which is needed in the organization's information system. Task require utilizing multiple software packages and incorporating data into the data warehouse. Managing various functions of the system in use and assisting customers in utilizing the system. Does related work as required under the supervision of the Building Official.

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires climbing, stooping, reaching, fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions. Occasionally field observation may be required.

### **ESSENTIAL FUNCTIONS/TYPICAL TASKS:**

Consult with the Building Official regarding data requirements and offer feedback.  
Coordinate with other Departments regarding data requirements and offer feedback.  
Recommend, as well as execute, new standards and procedures.  
Provide data information to management, department staff, and other departments according to their needs.  
Maintain a monitoring process on a regular basis to assess effectiveness and usage.  
Collect data from outside agencies and convert it into organization's format for entry into the data warehouse.  
Preserve data confidentiality of the organization at all times.  
Oversee and manage the Citizen's Self-Serve site.  
Prepare reports as required by the Building Official and other departments.  
Performs related tasks as required.

### **KNOWLEDGE, SKILLS AND ABILITIES:**

Thorough knowledge of standard office practices and procedures.  
Excellent verbal and written communication skills.  
General knowledge of the function of the department and other effected departments.  
Excellent computer skills and problem solving abilities.  
Should have a good analytic approach.  
Must be able to perform and organize work independently.  
Ability to prepare effective correspondence on routine matters.  
Ability to maintain effective working relationships with other employees, the public, and other agencies.  
Thorough knowledge of Microsoft system.  
Customer service skills.

### **EDUCATION AND EXPERIENCE:**

Any combination of education and experience equivalent to a Bachelor's degree and extensive experience in research and data analysis.

### **SPECIAL REQUIREMENTS:**

Possession of an appropriate driver's license valid in the State of Tennessee.

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

MARCH 24, 2015

**DEPARTMENT:** Building Department

**AGENDA # 5**

---

**SUBJECT:**

APPROVING NEW JOB DESCRIPTION FOR DATA QUALITY CONTROL SPECIALIST

**SUMMARY:**

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

**RESOLUTION REASSIGNING ANIMAL CONTROL DUTIES FROM PUBLIC WORKS DEPARTMENT TO GALLATIN POLICE DEPARTMENT**

WHEREAS, the Animal Control division of the City of Gallatin currently is housed within the Public Works Department, but due to the close working relationship Animal Control must maintain with the Police Department, the City has determined it is in the best interest of the City to transfer Animal Control to the Gallatin Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, as follows:

1. That all aspects of Animal Control including, but not limited to, the supervision, property, vehicles, equipment, assets, budget, and control be transferred from Public Works Department to Gallatin Police Department.
2. That the Animal Control Officer positions and their job descriptions be transferred from Public Works Department to Gallatin Police Department.
3. This Resolution shall take effect from and after its final passage, the public welfare requiring such.

**IT IS SO ORDERED.**

PRESENT AND VOTING:

AYE:

NAY:

DATED:

\_\_\_\_\_  
MAYOR PAIGE BROWN

ATTEST:

\_\_\_\_\_  
CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
SUSAN HIGH-MCAULEY  
CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT: POLICE**

**AGENDA**

---

**SUBJECT: RESOLUTION RESASSIGNING ANIMAL CONTROL DUTIES  
FROM PUBLIC WORKS DEPARTMENT TO GALLATIN POLICE  
DEPARTMENT**

**SUMMARY:**

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

**RESOLUTION NO. R1504-17**

**A RESOLUTION OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE TO CREATE AN ADVENTURE TOURISM DISTRICT IN THE CITY AND TO DEVELOP AN ADVENTURE TOURISM DISTRICT PLAN IN CONJUNCTION WITH SUMNER COUNTY, TENNESSEE, FOR SUBMISSION TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND TO THE TENNESSEE DEPARTMENT OF REVENUE FOR JOINT APPROVAL AS AN ADVENTURE TOURISM DISTRICT PURSUANT TO THE TENNESSEE ADVENTURE TOURISM AND RURAL DEVELOPMENT ACT OF 2011**

**WHEREAS**, the Tennessee Adventure Tourism and Rural Development Act of 2011, Tennessee Code Annotated § 11-11-201 *et seq.*, directs the Tennessee Department of Economic and Community Development to study and develop a plan for the promotion and development of adventure tourism and other recreational and economic development activities in rural areas; and

**WHEREAS**, the Tennessee Adventure Tourism and Rural Development Act of 2011 further creates a mechanism by which local communities may apply to be certified as an Adventure Tourism District; and

**WHEREAS**, Tennessee Department of Economic and Community Development and the Tennessee Department of Revenue have announced applications are available for communities seeking to receive the three-year certification as an Adventure Tourism District, with said applications being due by April 15, 2015; and

**WHEREAS**, creation of an Adventure Tourism District requires the approval of a local governing body by two-thirds vote and requires the development of the Adventure Tourism plan, which must be submitted as part of the application packet to the Tennessee Department of Economic and Community Development and the Tennessee Department of Revenue for joint approval for certification as an Adventure Tourism District; and

**WHEREAS**, after approval, the local governing body may submit the Adventure Tourism District plan to the Tennessee Department of Revenue and the Tennessee Department of Economic and Community Development for approval of tax credits pursuant to Tennessee Code Annotated § 67-4-2109 and to the Tennessee Department of Tourism Development for promotional support; and

**WHEREAS**, the application packet must include a parcel map showing the boundaries of the proposed district and an Adventure Tourism District plan (which shall be more specifically defined in the application package); and

**WHEREAS**, it is in the best interests of Sumner County and the City of Gallatin to contribute to and join with Sumner County in the application to support local tourism related

businesses and to encourage the creation of jobs in these communities through the creation of an Adventure Tourism District, which is recommended by the Mayor of Gallatin and has been recommended by the County Executive.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Gallatin meeting in regular session on this the 7th day of April, 2015, that this body, based upon the recommendation of the Mayor of Gallatin, and pursuant to the requirements of the Tennessee Adventure Tourism and Rural Development Act of 2011, hereby creates and joins with Sumner County, Tennessee in creating an Adventure Tourism District, with the boundaries of said district being set forth in the application package and further authorizes the submission of an adventure tourism district plan, with both documents being required as part of the application packet to the Tennessee Department of Economic and Community Development and the Tennessee Department of Revenue.

**BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE**, that the Mayor of the City of Gallatin may execute all appropriate legal instruments to accomplish the same.

**BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE**, that this resolution shall take effect upon final passage, the public welfare requiring such.

**IT IS SO ORDERED.**

PRESENT AND VOTING:

AYE:

NAY:

DATED:

\_\_\_\_\_  
MAYOR PAIGE BROWN

ATTEST:

\_\_\_\_\_  
CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
SUSAN HIGH-MCAULEY  
CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT:** Mayor Brown

**AGENDA # 9**

**SUBJECT:**  
Adventure Tourism Districts

**SUMMARY:**  
Attached is a summary of information regarding Adventure Tourism Districts, Sumner County's Business Plan, and the resolution approved by the Sumner County Commission. Mayor Brown and Planning Director Bill McCord will provide more information at the Committee Meeting.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

RESOLUTION NO. R1504-18

RESOLUTION IN SUPPORT OF PAYMENT IN LIEU OF TAX (PILOT) PROGRAM  
FOR PROJECT ISLAND AS ECONOMIC DEVELOPMENT INCENTIVE

WHEREAS, the Industrial Development Board is currently working to bring additional jobs and revenue to the City of Gallatin and Sumner County through Project Island; and

WHEREAS, it is sometimes necessary to entice such industry with financial incentives; and

WHEREAS, the Industrial Development Board has passed a PILOT program for Project Island; and

WHEREAS, the City of Gallatin supports the PILOT program passed by the Industrial Development Board;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gallatin that it supports the PILOT program passed by the Industrial Development Board for Project Island for the benefit of the City of Gallatin, Sumner County and the citizens.

BE IT FURTHER RESOLVED that this resolution shall take effect upon passage, the public welfare requiring it.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

\_\_\_\_\_  
MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CONNIE KITTRELL  
CITY RECORDER

\_\_\_\_\_  
SUSAN HIGH- MCAULEY  
CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT: EDA**

**AGENDA # 2**

**SUBJECT:**  
Project Island PILOT

**SUMMARY:**  
In order to compete for Project Island, it is necessary to offer a more aggressive PILOT. The IDB is meeting on Friday, March 20, 2015 to consider the proposed PILOT. I will present the request at the Council Committee Meeting, with the accompanying Resolution to be presented for the April 7 City Council meeting.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**