
**CITY OF GALLATIN
COUNCIL MEETING**

August 5, 2014

6:00 pm

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

- Call to Order – Mayor Jo Ann Graves
- Invocation
- Pledge of Allegiance – Councilman Hayes
- Roll Call: Vice Mayor Alexander – Brackenbury – Camp – Hayes – Kemp – Mayberry – Overton
- Approval of Minutes: Council Meeting July 15, 2014
- Public Recognition on Agenda-Related Items
- Mayor’s Comments

AGENDA

1. **Second Reading Ordinance No. O1405-35** An Ordinance of the City of Gallatin, Sumner County, Tennessee reaffirming the Planned General Commercial (PGC) District zoning on 10.95 (+/-) acres (S.B.E. Tax Map #136//Parcels 007.01 and 008.01), located at 1394 Nashville Pike and approving a Preliminary Master Development Plan for the Miracle Ford Dealership 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)**
2. **Second Reading Ordinance No. O1406-39** Ordinance appropriating \$6,218.99 from sale of surplus Fire Department vehicles to account 110-42220-312 **(Councilman Overton)**
3. **Second Reading Ordinance No. O1407-41** An ordinance amending Gallatin Municipal Code, Chapter 5, Buildings and Building Regulation by adopting amendments to previously adopted model codes promulgated by the International Code Council and other related matters **(Vice Mayor Alexander)**
4. **First Reading Ordinance No. O1407-40** Ordinance to vacate right-of-way to Melissa Matasik at Woods Ferry Road- Map/Parcel 126-M-B-008.00. **(Councilman Camp)**
5. **First Reading Ordinance No. O1407-42** Ordinance appropriating \$30,000 for downtown signage **(Councilwoman Brackenbury)**
6. **First Reading Ordinance No. O1407-43** Ordinance appropriating \$90,000 for the roadwork at Lower Station Camp Creek Road **(Councilman Hayes)**
7. **Resolution No. R1406-34** Resolution approving new and revised job descriptions and pay grades **(Councilman Mayberry)**
8. **Resolution NO. R1408-41** Resolution authorizing Mayor to execute contract of purchase of 170 West Franklin Street **(Councilman Overton)**
9. **Resolution No. R1408-42** Resolution authorizing Mayor to execute purchase of sale agreement related to Beretta U.S.A. locating in the City’s Industrial Park **(Councilwoman Kemp)**

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

City of Gallatin City Council Meeting

July 15, 2014

The Gallatin City Council met in regular session on Tuesday, July 15, 2014 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. Mayor Jo Ann Graves called the meeting to order at 6:00 P.M. Vice Mayor John D. Alexander 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 Jo Ann Graves
Vice Mayor John D. Alexander
Councilwoman Julie Brackenbury
Councilman Steve Camp
Councilman Craig Hayes
Councilwoman Anne Kemp
Councilman Ed Mayberry
Councilman Jimmy Overton

Absent:

Others Present

Ronnie Stiles, Public Works Director
David Gregory, Public Utilities Dir.
Amy Summers, Human Resource Dept.
Bill McCord, City Planner
News Examiner, Reporter
Rosemary Bates, Special Projects Director
Chuck Stuart, Building Official
James Fenton, EDA Director
Ben Harris, Life Safety Inspector

David Brown, Leisure Services Dir.
Rachel Nichols, Finance/IT Director
Don Bandy, Police Chief
Connie Kittrell, City Recorder
Nick Tuttle, City Engineer
Gallatin Newspaper, Reporter
Billy Crook, Fire Chief
Susan High McAuley, City Attorney

Approval of Minutes

Mayor Graves presented the minutes of the June 17, 2014 City Council Meeting, June 19, 2014 Special Called Council Meeting and June 24, 2014 Special Called Council Meeting 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 Graves opened public recognition on agenda related items.

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

Mayor's Comments

Mayor announced the following:

- Mayor welcomed new City Attorney Susan High McAuley
- Third Thursday on Main is this Thursday, July 17th at 6:30 PM

Agenda

1. Ordinance #O1405-35 - Public Hearing

Councilman Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee reaffirming the Planned General Commercial (PGC) District zoning on 10.95 (+/-) acres (S.B.E. Tax Map #136/ /Parcels 007.01 and 008.01), located at 1394 Nashville Pike and approving a Preliminary Master Development Plan for the Miracle Ford Dealership 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 called for the public hearing.

Bruce Rainey, representing the Galvin's and Miracle Ford introduced David Curtze with Rose Construction, the contractor for this project. Mr. Curtze provided and explained the handouts to Council.

There was much discussion.

Councilman Hayes asked about an off-set on both sides of the building and stated that would be a good compromise.

Councilman Camp suggested adding horizontal siding on the west side of the building.

There was more discussion on changes to the building. Mr. Curtze stated the additional off-set would be approximately 180 feet of additional masonry/siding.

Mayor asked Mr. Rose to provide a computer generated conceptual of the changes for the next meeting and he agreed.

There was more discussion on signage, a frontage road and ingress/egress for transport trucks.

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

2. Ordinance #O1405-25 - Third Reading

Councilman Mayberry presented this ordinance to provide revenue for the City of Gallatin, Tennessee for municipal purposes for the 2014 tax year and 2015 fiscal year.

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

3. Ordinance #O1406-38 - Second Reading

Councilman Hayes presented this ordinance appropriating \$293,826.50 for the Right-of-Way deposit to TDOT for the GreenLea Boulevard Extension.

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

4. Ordinance #O1406-39 - First Reading

Councilman Overton presented this ordinance appropriating \$6,218.99 from sale of surplus Fire Department vehicles to account 110-42220-312.

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

5. Ordinance #O1407-41 - First Reading

Vice Mayor Alexander presented this ordinance amending Gallatin Municipal Code, Chapter 5, Buildings and Building Regulation by adopting amendments to previously adopted model codes promulgated by the International Code Council and other related matters.

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

Mayor said there is an amended substitute Ordinance to replace the ordinance in the packets.

Councilman Overton made motion to accept the amended substitute ordinance;
Councilman Mayberry second and there was no objection.

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

6. Resolution #R1406-30

Councilwoman Kemp presented this resolution to revise the Employee Pay Plans.

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

7. Resolution #R1406-31

Councilwoman Brackenbury presented this resolution establishing Director of
Information Technology.

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

8. Resolution #R1406-34

Councilman Camp presented this resolution approving new and revised job
descriptions and pay grades.

Councilman Camp made motion to approve; Councilman Overton second.

There was much discussion on allowing these revisions/reclassifications and not
allowing others.

Finance/IT Director Rachel Nichols stated these items were in the Mayors original
proposed budget that Council approved.

Councilman Hayes asked to defer all of the requests to the next work session without
objection.

Other Business

Mayor Graves called for other business.

Councilman Overton updated Council on the new Chamber website. He said there
have been over 1,700 watches in 24 hours and Channel 5 News did a feature story
tonight on the 6:00 o'clock news.

Councilwoman Brackenbury asked City Engineer Nick Tuttle for information regarding removing the vegetation/trees in the Lenox Place subdivision property line against Academy Acres. Mr. Tuttle said the developer; Mr. Goodall will meet the buffer requirements.

Discussion continued on no trees being removed in the fence line and storm sewer line being installed in that area.

Vice Mayor Alexander said he asked Mayor Graves about a month ago why he was told he could not meet in her office but had to meet in the back office.

Mayor Graves stated the entire Conference Room was made available to you.

Vice Mayor Alexander stated he spoke with other Vice Mayor's that have sat in for the Mayor and none were told they had to go in the back office. Vice Mayor Alexander directed the question to the City Attorney Susan High McAuley if that is a form of discrimination.

City Attorney McAuley stated she had no history of that event, she did not know if there was discrimination or not and she did not know what happened there.

Vice Mayor Alexander asked Ms. McAuley to get an answer on that and she agreed.

Special Projects Director Rosemary Bates informed Council that Mayor Graves was on vacation during that time and she was also on vacation that week. Ms. Bates said the Executive Assistant called her very upset that Vice Mayor Alexander had taken over the office and she did not know what to do. Ms. Bates asked her to speak to the City Attorney at the time and the Human Resource Director to get their assistance. The City Attorney was not available and she continued to call Ms. Bates for assistance. Ms. Bates said she told her she did not think it was appropriate for Vice Mayor Alexander to be in there if you are bothered and ask him to move into the conference room. Ms. Bates said Mayor Graves had nothing to do with this.

There was more discussion.

Mayor Graves gave a history of previous Vice Mayor's using the back office (Ms. Bates office) but that space is not available now.

With no one else wishing to speak, Mayor Graves closed other business.

Public Recognition on Non-Agenda Related Items

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

Councilman Overton asked that we address the Peach Valley Road issue; who owns the property, consider de-annexing that portion of roadway if it's city property and have the City and County Attorney's look at this.

Joe Debord of 1007 Hart Street spoke about the election season beginning. Mr. Debord also spoke about the City's indebtedness with regards to streets/sidewalks being too narrow which creates a safety issue.

Marie Offitt, owner of the 170 West Franklin Street building stated the selling price of the building is \$133,000 with the city adding \$39,000 for repairs. Ms. Offitt gave a history of the previous negotiations on the building. Ms. Offitt stated the contract was signed by the Mayor on June 5, 2014 and two and half weeks later was the closing date but an inspection was ordered instead of closing on the property.

Ms. Offitt spoke about the repairs needed for the building and leasing another building for her business. She asked why this has taken 15 months.

Councilman Overton stated the city is doing due diligence, working on getting a cost of these repairs and trying to get this process done as quickly as possible.

Discussion continued.

Councilman Mayberry requested Ms. McAuley look at the sales contract on this property and also look at the Peach Valley Road issue.

With no one wishing to speak Mayor Graves closed public recognition on non-agenda related items.

Adjourn

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

Mayor Jo Ann Graves

City Recorder Connie Kittrell

ORDINANCE NO. 01405-35

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REAFFIRMING THE PLANNED GENERAL COMMERCIAL (PGC) DISTRICT ZONING ON 10.95 (+/-) ACRES (S.B.E. TAX MAP #136//PARCELS 007.01 AND 008.01), LOCATED AT 1394 NASHVILLE PIKE AND APPROVING A PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE MIRACLE FORD DEALERSHIP; 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 Gallatin Municipal-Regional Planning Commission, pursuant to Section 15.07.040 of the Gallatin Zoning Ordinance has reviewed and recommended approval in GMRPC Resolution No. 2014-48; and

WHEREAS, notice and public hearing before the Gallatin City Council has or will occur before final passage pursuant to Section 15.07.060 of the Gallatin Zoning Ordinance.

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

1. The Gallatin City Council hereby concurs with the recommendations of the Gallatin Municipal-Regional Planning Commission and hereby reaffirms the Planned Commercial General (PGC) District Zoning on the property described in Exhibit A and adopts the Preliminary Master Development Plan as described in Exhibit B; and
2. Based upon the recommendation of approval by the Gallatin Municipal-Regional Planning Commission and after public notice and public hearing in compliance with Section 15.07.060 of the Gallatin Zoning Ordinance, the Planned Commercial General (PGC) zoning of the property is reaffirmed and the Preliminary Master Development Plan is approved with the conditions as described in Exhibit B; and
3. The Gallatin City Council does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas in accordance with Section 15.07.080 of the Gallatin Zoning Ordinance, the official zoning map of the City of Gallatin, Tennessee, shall, upon the effective date of this ordinance, be amended to reflect the reaffirmed zoning and approved Preliminary Master Development Plan herein made; and
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict; and
5. 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.

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

PASSED FIRST READING: June 17, 2014.

PASSED SECOND READING:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

JOE H. THOMPSON
CITY ATTORNEY

Map 136, Parcels 7.01 & 8.01

EXHIBIT A

**Legal Description
For
Jim Galvin**

Property located in the 4th Civil District of Sumner County, Tennessee and being described according to a survey made by Bruce Rainey And Associates:

Beginning at a point in the northerly margin of Highway 31-E at the Southeast corner of the State of Tennessee property of record in Record Book 1061, Page 339, R.O.S.C., TN.; thence leaving Highway 31-E, N 35 degrees 18' 03" W – 460.00' to a point; thence N 35 degrees 10' 44" W – 501.39' to a point being the western corner of said property; thence, N 10 degrees 28' 45" E – 472.79' along the property line of The GAP, Inc. property to a point; thence S 42 degrees 33' 24" E – 1,255.70' to a point in the northerly margin of Highway 31-E; thence with said margin S 49 degrees 29' 12" W – 500.57" to the point of beginning, containing 10.95 acres, more or less.

R E C E I V E D
MAY 30 2014

GALLATIN PLANNING
& ZONING

PC0785-14

EXHIBIT 'B'

The Preliminary Master Development Plan (PMDP) for the Miracle Ford Dealership, consists of a five (5) sheet plan, prepared by Bruce Rainey & Associates of Hendersonville TN, with project no. 980216-T and dated March 28, 2000, with a final revision date of May 28, 2014, and including Architectural Elevations for Miracle Ford, consisting of a one (1) sheet plan, prepared by A.E.I. of Cookeville TN, file no. 984-A4.1dwg., sheet number A4.1 and dated October 10, 2013, with the following conditions:

1. Planning Commission determined that the proposed alternative architectural elevations meet the requirements in Section 13.08.010.D of the Gallatin Zoning Ordinance.
2. Planning Commission determined that the proposed alternative bufferyard plan meets the requirements in Section 13.04.100.C of the Gallatin Zoning Ordinance.
3. Extend joint access road to northern property line. The City of Gallatin does not anticipate a connection installed from adjoining property.

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

JUNE 10, 2014

DEPARTMENT: PLANNING DEPARTMENT

AGENDA # 4

SUBJECT:

Ordinance No. O1405-35 an ordinance of the City of Gallatin, Sumner County, Tennessee, reaffirming the Planned General Commercial (PGC) zone district on 10.95 (+/-) acre parcel and approving a Preliminary Master Development Plan.

SUMMARY:

Applicant requests approval to reaffirm the Planned General Commercial (PGC) district zoning on a 10.95 (+/-) acre parcel (S.B.E. Tax Map 136//Parcels 007.01 and 008.01), and approving a Preliminary Master Development Plan for the Miracle Ford Dealership located at 1394 Nashville Pike. The Gallatin Municipal-Regional Planning Commission recommended approval at the May 19, 2014 Planning Commission Meeting. (PC0185-14)

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

JUNE 24, 2014

DEPARTMENT: PLANNING DEPARTMENT

AGENDA # 5

SUBJECT:

Ordinance No. O1405-35 an ordinance of the City of Gallatin, Sumner County, Tennessee, reaffirming the Planned General Commercial (PGC) zone district on 10.95 (+/-) acre parcel and approving a Preliminary Master Development Plan.

SUMMARY:

Applicant requests approval to reaffirm the Planned General Commercial (PGC) district zoning on a 10.95 (+/-) acre parcel (S.B.E. Tax Map 136//Parcels 007.01 and 008.01), and approving a Preliminary Master Development Plan for the Miracle Ford Dealership located at 1394 Nashville Pike. The Gallatin Municipal-Regional Planning Commission recommended approval at the May 19, 2014 Planning Commission Meeting. (PC0185-14)

On June 17, 2014 City Council approved this Preliminary Master Development Plan, but requested to review the architectural plans concerning code requirement that a building be constructed of 70% brick/masonry materials at the June 24, 2014 Council Work Session.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

June 24, 2014

DEPARTMENT: Fire Department

AGENDA # 1

SUBJECT:

Ordinance Appropriating \$6,218.99 From Sale of Surplus Fire Department Vehicles to Account 110-42220-312

SUMMARY:

The Fire Department is requesting City Council to approve the transfer of \$6,218.99 from General Fund account 110-36330 to 110-42220-312 (Small Equipment) for the purchase of three (3) lawn mowers for the Fire Department.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

Passed 7 to 0

AN ORDINANCE AMENDING GALLATIN MUNICIPAL CODE, CHAPTER 5, BUILDINGS AND BUILDING REGULATION BY ADOPTING AMENDMENTS TO PREVIOUSLY ADOPTED MODEL CODES PROMULGATED BY THE INTERNATIONAL CODE COUNCIL AND OTHER RELATED MATTERS

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that, pursuant to Tenn. Code Ann. § 6-54-501 the following sections of Gallatin Municipal Code, Chapter 5, Buildings and Building Regulations are hereby amended as follows:

(1) **Sec. 5-56. Code adopted**, is amended by replacing the words “2006 edition” wherever they appear with the words “2009 edition” and all appendices adopted with the existing ordinance shall be deleted with the exception of Appendix G Swimming Pools, Spas, and Hot Tubs in the International Residential Code.

(2) **Sec. 5-58. Amendments to International Building Code**, is amended by deleting subsection (a) in its entirety and replacing it with the following:

(a) The following amendments to the International Building Code are hereby adopted:

- (1) *Section 101.4. Referenced Codes* is amended by deleting the acronym “ICC” and replacing it with the words “2008 National”.
- (2) *Section 109.2 Schedule of permit fees*, is amended by deleting the words “the applicable governing authority” and replacing it with the following:

Building Permit Fee Schedule

Building Permits

One- & Two-Family Dwellings*

Up to 3,000 sq ft	\$0.27 per sq ft heated
3,001 to 5,000 sq ft	\$0.32 per sq ft heated
5,001+ sq ft	\$0.35 per sq ft heated
Manufactured Home	\$100.00
Addition	\$0.15 per sq ft
Re-inspection Fee	\$30.00 per occurrence after the 1 st one

*Permits will incur a \$0.03 per sq ft fee for Plan Review.

Other

Remodel	Valuation x 1%
Detached Non-Living	\$0.10 per sq ft
Deck	\$50.00
Pool-Above Ground	\$25.00
Pool-In Ground	\$25.00 + (Valuation x 1.0%)
Demolition	\$100.00
Moving	\$100.00
Re-inspection Fee	\$30.00 per occurrence after the 1 st one

Commercial

Up to \$500,000	Valuation x 1.0%
\$500,001 to \$750,000	Valuation x 0.80%
\$750,001 to \$1,000,000	Valuation x 0.75%
\$1,000,001 to \$3,000,000	Valuation x 0.50%
\$3,000,001 to \$7,500,000	Valuation x 0.33%
\$7,500,001+	Valuation x 0.25%
Re-inspection Fee	\$50.00 per occurrence after the 1 st one

Commercial building permits will incur a structural Plan Review fee of 50% of the permit.

Industrial

\$50 per estimated number of inspections needed to complete the project.
--

Industrial building permits will incur a structural Plan Review fee of valuation x 0.125%.

**All permits, including re-inspections, will incur a \$10.00 administrative fee.

All permit fees include initial inspection and one (1) re-inspection at no additional charge.

Minimum permit fee will be \$50.00, except on pool permits.

Valuation based on contract price.

(3) *Section 109.4 Work commencing before permit issuance*, is amended by deleting the paragraph in its entirety and replacing it with the following:
 “Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits may be subject to a penalty of up to 100% of the usual permit fee in addition to the required permit fees.”

(4) *Chapter 11 Accessibility* shall be deleted in its entirety.

(3) **Sec. 5-59. Amendments to International Residential Code** is amended by:

(1) Section R101.2 Scope. Addition of provision to delete Chapters 12-43.

Plumbing installations and administration shall comply with the

International Plumbing Code 2009 Edition, Mechanical installations and administration shall comply with the International Mechanical Code 2009 Edition, Fuel Gas installations and administration shall comply with the International Fuel Gas Code 2009 Edition, and all Electrical installations and administration shall comply with the NEC Electric Code 2008 Edition.

- (2) Section R108.2 Schedule of permit fees is amended by deleting the “.” at the end of said section and replacing it with the words “in Sec. 5-58(a)(3) of the Gallatin Municipal Code.”
- (3) Section R313.2 One- and two-family dwellings automatic fire systems deleted without replacement per Tenn. Code Ann. § 68-120-101(a)(8).
- (4) Section R313.1 Townhouse automatic fire sprinkler systems is amended per Chapter 0780-02-23 of the Rules of Department of Commerce and Insurance, Division of Fire Protection, State of Tennessee, to state an automatic sprinkler system shall not be required in a three (3) unit townhouse with less than five thousand (5,000) gross square feet and three (3) or fewer stories if each unit is separated by a two (2) hour fire wall.
- (5) Section 302.2 Townhouses is amended to include an additional fire rating requirement for sprinkled and non-sprinkled townhomes for the common wall exception.

Exception: A common 1-hour fire resistance rated wall for *fire sprinkled townhomes* and *common 2-hour fire resistance-rated for non-fire sprinkled townhomes*.

(6) Section N1103.2.2 Sealing is amended as follows:

Sealing. Ducts, air handlers, filter boxes, and building cavities used as ducts shall be sealed. Joints and seams shall comply with the International Mechanical Code.

Amendment deletes the requirement for duct tightness to be verified by methods 1 or 2.

(4) **Sec. 5-86. Plumbing code adopted**, is amended by replacing the words “2006 edition” with the words “2009 edition”. All modifications per Sec. 5-87 Modifications shall remain.

(5) **Sec. 5-91. Schedule of permit fees**, is amended by deleting the entire section after “follows:” and replacing it with:

Plumbing Permit Fee Schedule

Plumbing Permits

Base Fee

Residential	\$30.00	Re-inspection fee \$30.00
Commercial	\$50.00	Re-inspection fee \$50.00

The first \$1,000 of contract price is included in the base fee. Add \$5.00 per \$1,000, rounded to the nearest thousand.

Additional cost per fixture.

Residential

Water Closet	\$5.00
Lavatory	\$5.00
Sink (including Laundry)	\$5.00
Garbage Disposal	\$5.00
Ice Maker	\$5.00
Shower	\$5.00
Tub	\$5.00
Tub Shower	\$5.00
Hose Bib	\$5.00
Washer	\$5.00

Water Heater	\$5.00
Irrigation	\$5.00
Sewer Connection (at Building)	\$5.00
Water Connection (at Building)	\$5.00
Ejector Pump	\$5.00
Sump Pump	\$5.00
Pool	\$5.00
Recirculation Pump	\$5.00
Tempering Valve	\$5.00
Other	\$5.00

Commercial

Water Closet	\$15.00
Lavatory	\$15.00
Sink (including Laundry)	\$15.00
Garbage Disposal	\$15.00
Ice Maker	\$15.00
Shower	\$15.00
Hose Bib	\$15.00
Water Heater	\$15.00
Fountain	\$15.00
Irrigation	\$15.00
Sewer Connection (at Building)	\$15.00
Water Connection (at Building)	\$15.00
Ejector Pump	\$15.00
Sump Pump	\$15.00
Pool	\$15.00
Grease Trap	\$15.00
Back Flow Preventer	\$15.00
Recirculation Pump	\$15.00
Tempering Valve	\$15.00
Other	\$15.00

*Minimum permit fee is \$50.00.

All permits, including re-inspections, will incur a \$10.00 administrative fee.

All permit fees include the initial inspection and one (1) re-inspection at no additional charge.

- (6) **Sec. 5-147. Purpose and scope**, is amended by deleting the word “2006 edition” and inserting the words “2009 edition” after the words “International Fuel Gas Code.”

- (7) **Sec. 5-181. Property maintenance adopted**, is amended by replacing the words “2006 edition” with the words “2009 edition.”
- (8) **Sec. 5-216. Fee for permit**, is amended by replacing the words “fifty dollars (\$50.00)” with the words “one hundred dollars (\$100.00)”.
- (9) **Sec 5-253. ICC A117.1 adopted**, is amended by replacing said title with the title “**Sec 5-253. Accessibility**” and replacing “2003 edition of the ICC A117.1 Standard” with “2010 Edition of the Americans with Disabilities Act for Accessibility Code.”
- (10) **Sec 5-255. Amendments** shall be deleted in its entirety.
- (11) **Sec 5-258. Mechanical code adopted**, is amended by replacing the words “2006 edition” with the words “2009 edition.”
- (12) **Sec 5-260. Amendments** shall be deleted in its entirety.
- (13) **Sec 5-263. Fees**, is amended by deleting the entire section after “follows:” and replacing it with:

Mechanical Permit Fee Schedule

Mechanical/Gas Permits

Base Fee

Residential	\$30.00	Re-inspection fee \$30.00
Commercial	\$50.00	Re-inspection fee \$50.00

The first \$1,000 of contract price is included in the base fee. Add \$5.00 per \$1,000, rounded to the nearest thousand.

Additional cost per appliance

Residential

Air Handler or Furnace	\$5.00
Dryer	\$5.00
Gas Dryer	\$5.00
Gas Fireplace	\$5.00
Gas Cooking	\$5.00
Outdoor Gas Appliance	\$5.00
Water Heater	\$5.00

A/C Unit	\$5.00
Vent (including Bath Vents/Exhaust)	\$5.00
Kitchen Exhaust	\$5.00
Other	\$5.00

Commercial

Air Handler or Furnace	\$15.00
Gas Fireplace	\$15.00
Gas Dryer	\$15.00
Gas Cooking	\$15.00
Outdoor Gas Appliance	\$15.00
Water Heater	\$15.00
A/C Unit	\$15.00
Vent (including Bath Vents/Exhaust)	\$15.00
Kitchen Exhaust Hood/Grease Duct	\$15.00
Kitchen Fresh Air Supply	\$15.00
Other	\$15.00

*Minimum permit fee is \$50.00

All permits, including re-inspections, will incur a \$10.00 administrative fee.

All permit fees include the initial inspection and one (1) re-inspection at no additional charge.

(14) **Sec. 5-270. Model energy code adopted**, is amended by replacing the words “2006 edition” with the words “2009 edition”.

(15) **Sec 5-272. Amendments** shall be deleted in its entirety.

(16) **Sec. 5-280. Existing building code adopted**, is amended by inserting the words “2009 edition” after the words “International Existing Building Code”.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect thirty (30) days after passage, the public welfare requiring such.

PASSED FIRST READING: July 15, 2014

PASSED SECOND READING:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH- MCAULEY
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

JULY 8, 2014

DEPARTMENT: Codes

AGENDA # 5

SUBJECT:

Discussion of Chapter 5 Buildings and Building Regulation Amendments

SUMMARY:

Discussion of Chapter 5 amendments and fee schedule

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE TO VACATE RIGHT-OF-WAY TO MELISSA MATASICK AT
WOODS FERRY ROAD – MAP/PARCEL 126M-B-008.00.

WHEREAS, THE CITY OF GALLATIN has determined that it no longer needs and proposes to vacate certain right-of-way;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE:

Section 1. That the portion of the right-of-way, as described in the attached EXHIBIT “A” is wholly vacated and shall no longer be a part of the street and alley systems of the City of Gallatin and is hereby transferred to Melissa Matasick.

Section 2. That if the City of Gallatin determines that it needs the use of the ROW, Melissa Matasick will grant the Woods Ferry Road ROW back to the City at no cost to the City.

Section 3. That the Mayor is authorized to execute any and all documents necessary to effectuate the terms of this agreement.

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

Passed first reading: _____.

Passed second reading: _____.

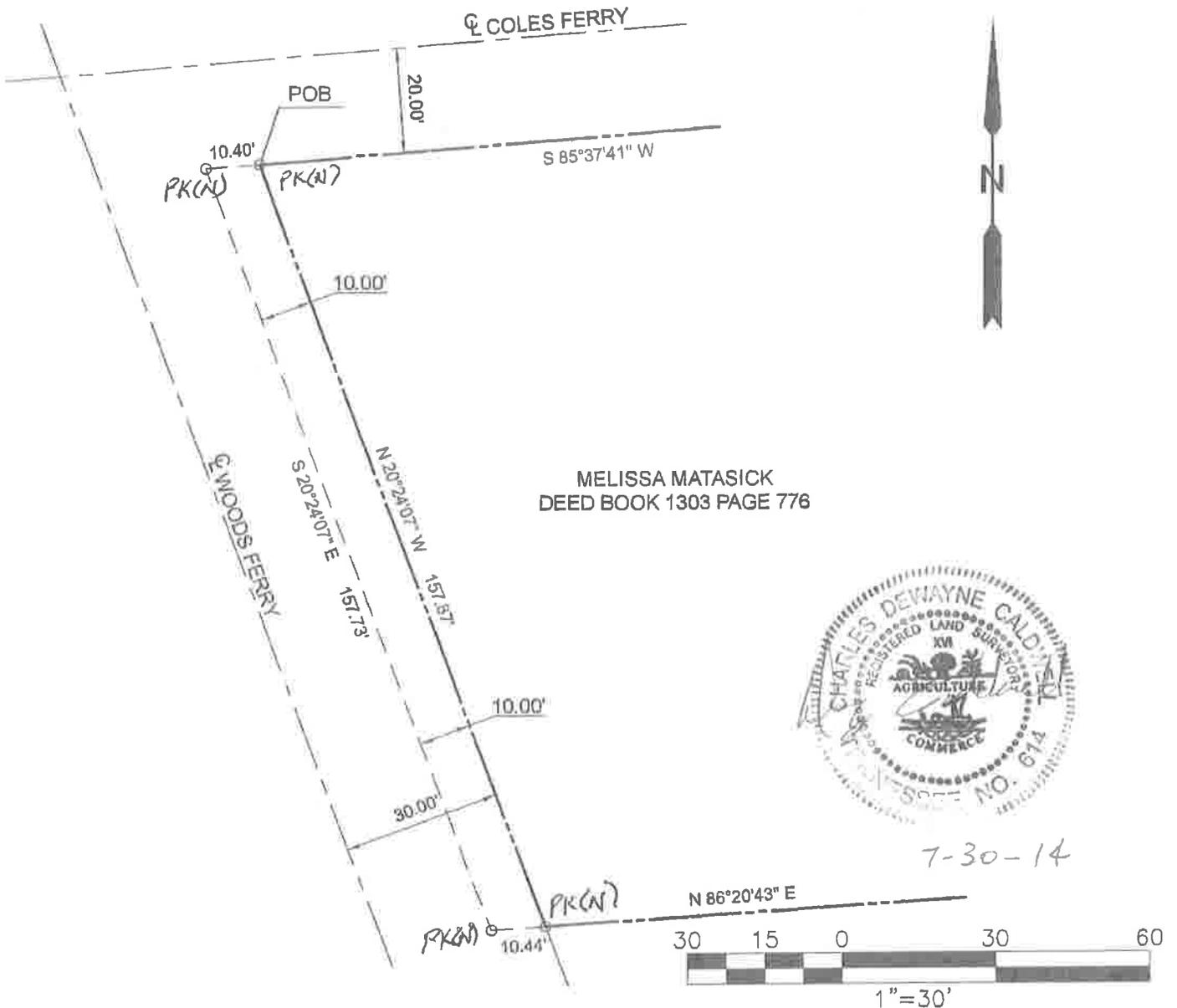
MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY, CITY ATTORNEY



LEGAL DESCRIPTION

A tract of land in the Third Civil District of Sumner County, Tn - , and more particularly described as follows:

Beginning at a PK nail which is 20 feet southerly from the centerline of Coles Ferry Road and 30 feet easterly from the centerline of Woods Ferry Road, thence severing the right-of-way of Woods Ferry Road for the next three calls N 85° 37' 41" W 10.40 feet to a PK nail, thence S 20° 24' 07" E 157.73 feet to a PK nail, thence N 86° 20' 43" E 10.44 feet to a PK nail same being the southwest corner of Matasick as recorded in Book 1303, Page 776, R.O.S.C., TN, thence with Matasick N 20° 24' 07" W 157.87 feet to the point of beginning, containing 1,578 square feet, more or less.

EXHIBIT A

CALDWELL ENGINEERING & SURVEYING

P.O. BOX 323 HENDERSONVILLE, TN 37077

DATE: 07/15/2014 DRAWING NO.: 14-2_AS.DWG



SHEET NO.
1 / 1
JOB NO.
14-2

ORDINANCE NO. 01407-42

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 Local Sales Tax, account 110-31610, to account 110-41670-939, Other Improvements; 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 JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-McAULEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

July 22, 2014

DEPARTMENT: Councilwoman Brackenbury

AGENDA #

SUBJECT:

Discussion of Funding for Parking Signs Downtown

SUMMARY:

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE APPROPRIATING \$90,000 FOR THE ROADWORK AT LOWER
STATION CAMP CREEK ROAD

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$90,000 is hereby appropriated from the Undesignated Fund Balance of the General Fund for the repavement and addition of a raised crosswalk and speed bumps on Lower Station Camp Creek Road.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$90,000 be appropriated to account number 11041670-931-107, Traffic Calming;

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

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

July 8, 2014

DEPARTMENT: Engineering

AGENDA # 5

SUBJECT:

Lower Station Camp Creek Road

SUMMARY:

See attached figure for the alternative that Council requested further details on. The construction cost estimate to complete the plan would include approximately \$20,000 for traffic calming features and \$70,000 for repaving.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION NO. R1406-34

RESOLUTION APPROVING NEW AND REVISED JOB DESCRIPTIONS AND PAY GRADES

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

1. That the following pay grade change be approved and implemented into the City of Gallatin Personnel Classification System:

POL	Police Captain	Pay Grade V
-----	----------------	-------------

2. That the new and revised job descriptions attached hereto be approved and ordered implemented into the City of Gallatin Personnel Classification System.

POL	Police General Worker/Custodian	Pay Grade G
POL	Police IT Technician I	Pay Grade I
UTL	Crew Supervisor – Natural Gas	Pay Grade N
UTL	Utility Inspector	Pay Grade N

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that this resolution shall take effect July 1, 2014, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE:

NAY:

DATED:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

JOE THOMPSON, CITY ATTORNEY

POLICE GENERAL WORKER/CUSTODIAN

GENERAL DEFINITION AND CONDITIONS OF WORK:

Performs responsible semiskilled custodial, automotive and building maintenance work in the Police Department; does related work as required. Work is performed under general supervision. Supervision is exercised over custodial, seasonal, and other workers.

This is light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects, and some medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects. Work requires reaching, climbing, stooping, standing, walking, pushing, pulling, lifting, and grasping; 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 operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions; extreme heat and extreme cold.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Cleaning and maintaining police vehicles, buildings and grounds; delivering and picking up police vehicles; running errands.
Cleans, washes and services patrol cars;
Transports vehicles to the service center, radio shop or private garage for service and repair;
Dusts and/or polishes chairs, tables, shelves and other furniture or equipment;
Washes windows, walls, woodwork and Venetian blinds;
Vacuums, sweeps, damp and dust mops floors;
Waxes and uses buffers on floors;
Gathers and disposes of refuse;
Picks up paper and trash from grounds;
Cleans and supplies restrooms daily;
Delivers and picks up mail, messages and supplies;
Maintains grounds, cuts grass, rakes leaves, trims bushes and shovels snow;
Moves furniture, office equipment and boxes;
Inventories and orders cleaning equipment and supplies;
Monitors activities of all outside trades (outside contractors) that come to the police department for various reasons;
Assists Facilities Maintenance person with electrical, plumbing and cabling repairs and installs;
Assists with impound lot vehicle activity, releases and seizures;
Maintains recycling areas at all police locations;
Assists with budget requests from supervisor;
Some knowledge of blood borne pathogen regulations
Assist ERT and other specialty teams with set up and tear down of training/emergency equipment/vehicles
Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

General knowledge of automotive cleaning and servicing methods and techniques; general knowledge of cleaning methods, materials and equipment; ability to understand and follow detailed oral and written directions; ability to get along well with others; ability to read.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to completion of the eighth grade and some experience in custodial and automotive maintenance work.
Ability to obtain Jail Training mandated by State of Tennessee

SPECIAL REQUIREMENTS:

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

POLICE IT TECHNICIAN I

GENERAL DEFINITION AND CONDITIONS OF WORK:

This position is responsible for assisting in the efficient and orderly functioning of the information systems of the City of Gallatin Police Department. The duties will include: installation and maintenance of PC-based network computer systems, mobile systems, troubleshooting and upgrading computer hardware, software, personal computer networks, peripheral equipment and electronic mail systems; making recommendations regarding hardware and software acquisitions; preparing documentation and providing user assistance to city staff; and performing related work as required. Division supervision by Chief of Police.

This is medium work requiring the exertion of up to 60 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires fingering, feeling, and repetitive motions; the ability to sit for extended periods of time at a work station or desk; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken work 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.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Installs, configures, and upgrades operating systems and software, using standard business and administrative packages.

Installs, assembles, and configures computers, monitors, network infrastructure and peripherals such as printers, scanners and related hardware; installs cables and rewires or directs the rewiring of cables, as required, for new installations and office reconfiguration.

Troubleshoots end user problems with computer systems, including hardware and software, e-mail, network and peripheral equipment problems; makes repairs and corrections where required.

Assists in instructing staff in the use of standard business and administrative software, including word processing, spreadsheets, and database management; provides instruction or written documentation where required.

Acquire a working knowledge of the operation of the existing proprietary software used by the city.

Maintains security and confidentiality of all sensitive information encountered.

Performs other duties and special projects, as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Basic knowledge of Microsoft Windows operating systems and Microsoft Office Professional software; working knowledge of personal computers and all common peripherals, including monitors, printers, modems, scanners, and all other connection, communication and storage devices; ability to perform diagnostic maintenance and support operations for all existing computer equipment; ability to organize own work, set priorities and meet critical time deadlines; ability to follow written and oral directions; ability to establish and maintain effective working relationships with associates; ability to communicate effectively with end users. Knowledge of VOIP a plus.

EDUCATION AND EXPERIENCE:

High school diploma/GED required. Some college or technical school preferred. Minimum of one year of on-the-job experience in computer information systems and support preferred.

SPECIAL REQUIREMENTS:

Must not have been convicted of or pleaded guilty to or entered a plea of nolo contendere to any felony charge or to any violation of any federal or state laws or City ordinances relating to force, violence, theft, dishonesty, gambling, or controlled substances. CJIS Certification will be required. Possession of an appropriate driver's license valid in the State of Tennessee. Availability to work beyond scheduled hours and respond to afterhours calls on critical processes.

CREW SUPERVISOR NATURAL GAS

GENERAL DEFINITION AND CONDITIONS OF WORK:

Performs intermediate skilled work in the installation, construction, repair and maintenance of natural gas lines and appurtenances; does related work as required. Work is performed under regular supervision. Supervision will be exercised over subordinate gas system personnel.

This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects; work requires climbing, balancing, stooping, kneeling, reaching, standing, walking, pushing, pulling, lifting, and grasping; 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 visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts at or within arms length, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, and atmospheric conditions.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Assisting with the coordination, oversight, and supervision of the work performed by utility crews involved in the installation, maintenance, or repair of natural gas facilities; ensuring the best use of manpower, supplies and equipment as directed

Assists with the scheduling and oversight of utility crew work projects and assigns men and equipment

Responds to and investigates gas leaks

Locates and repairs gas leaks

Locates and inspects underground utilities for construction and/or repair

Assists gas service technicians and field personnel on difficult jobs

Assists with the coordination of outside contractors

Meets with customers and contractors concerning natural gas installation

Maintains records and detailed reports

Runs errands, picks up supplies and materials

May be required to work overtime and/or be on call; and be able to respond to emergencies within a reasonable time.

Performs related tasks as required

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the tools, materials and equipment used in the installation, replacement, maintenance and repair of natural gas lines and related appurtenances; thorough knowledge of a variety of maintenance and manual tasks involved in the installation, maintenance, repair and replacement of natural gas lines and appurtenances; thorough knowledge of the hazards and safety precautions used when working with gas lines and related appurtenances; ability to prepare detailed plans and reports; ability to perform manual and skilled labor for extended periods, often under unfavorable weather conditions.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to completion of high school and considerable experience in the maintenance, repair and/or construction of natural gas distribution systems

SPECIAL REQUIREMENTS:

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

Must qualify within the approved Gallatin Natural Gas System's Operator Qualification Program, subject to the current requirements of said program

UTILITY INSPECTOR

GENERAL DEFINITION AND CONDITIONS OF WORK:

Performs intermediate technical and responsible administrative work in the inspection, installation, construction, repair, and maintenance of water and sewer lines and appurtenances; does related work as required. Work is performed under regular supervision. Limited supervision may be exercised over subordinate employees.

This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects; work requires climbing, stooping, kneeling, standing, walking, and grasping; 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, visual inspection involving small defects and/or small parts, use of measuring devices, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, extreme cold, extreme heat, noise, vibration, hazards, and atmospheric conditions.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Track progress of construction plans and projects through city and state approval processes.

Perform inspections on new water and sewer mains and services as they are being installed.

Ensure compliance with adopted water and sewer regulations of the city, as well as the approved construction plans.

Complete "As-Built" drawings and other related records in a timely manner for all projects inspected, and coordinate "As-Built" drawing and field mapping with GIS staff.

Provide weekly inspection reports and other related forms using Microsoft Office software.

Attend preconstruction meetings with builders/developers prior to the commencement of new construction. Insure all documentation is properly filed.

Perform final inspections prior to acceptance by the city, verify completion of outstanding items, and follow through to completion.

Answer questions in office and field regarding the appropriate water and sewer regulations to ensure compliance.

Assists with locating utilities for construction and/or repair;

Runs errands, picks up supplies and materials;

May be required to work overtime and/or be on call; and be able to respond to emergencies within a reasonable time.

Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

General knowledge of the tools, materials and equipment used in the inspection, installation, replacement, maintenance and repair of utility lines; general knowledge of a variety of maintenance and manual tasks involved in the installation, maintenance, repair and replacement of utility lines and appurtenances; general knowledge in the use of common hand and power tools; some knowledge of the safe use and operation and preventive maintenance of common automotive and mechanical equipment; ability to operate back-hoe and other medium construction equipment; ability to perform manual and semiskilled labor for extended periods, often under unfavorable weather conditions.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to completion of high school and considerable experience in the maintenance, repair, and/or construction of water and sewer lines.

SPECIAL REQUIREMENTS:

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

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

July 8, 2014

DEPARTMENT: **Human Resources**

AGENDA # 10

SUBJECT:

New and revised job descriptions and pay grades

SUMMARY:

Attached are new and revised job descriptions and pay grades that were approved during the budget process.

RECOMMENDATION:

Approve

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

July 22, 2014

DEPARTMENT: Councilman Hayes

AGENDA # 5

SUBJECT:

New and Revised Job Descriptions and Pay Grades

SUMMARY:

During the budget process, Council approved salary/benefit funds for the attached new and revised job descriptions and pay grades. The actual job descriptions, which also must be approved by Council, could not be submitted until the budget had passed. Human Resources is now submitting the necessary job descriptions to coincide with the budget items approved by Council. This item was on the Council Committee Meeting Agenda July 8, 2014 and approved by Council at that meeting. At the July 15, 2014 Council Meeting, Councilman Hayes asked that this item be deferred for further discussion.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE CONTRACT OF
PURCHASE OF 170 WEST FRANKLIN STREET

WHEREAS, the City of Gallatin desires to purchase the property known as 170 West Franklin Street for the purchase price of \$ _____.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Mayor is hereby authorized to execute all necessary contracts and agreements for said property.

BE IT FURTHER RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that 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:

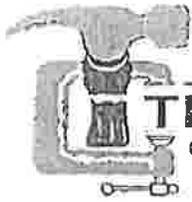
MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY, CITY ATTORNEY



THOMPSON CONSTRUCTION

thompson_corist@bellsouth.net
FAX 615-452-6749

(615) 452-0653

153 James Circle
Gallatin, Tennessee 37066

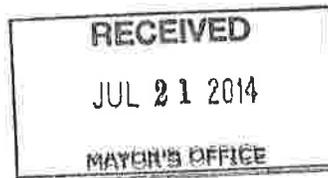
Estimate

Date	Estimate #
7/21/2014	384

Name / Address
City Of Gallatin 132 W. Main Gallatin, Tn 37066 ATTN . J.R. Smith

Ship To

Description	Total
ESTIMATE FOR 170 WEST FRANLIN ST.	
Drywall - repair office upstairs	350.00
Handicap Ramp	8,500.00
Balcony and Steps pg.2	7,500.00
Sump pump pg 1 3	400.00
Exterior Surfaces pg 4	1,800.00
Replace 12x 12 blocks with Brick pg 5	1,000.00
Repaint Trim as necessary , cover with Aluminum fascia metal , vinyl soffit pg 6	2,500.00
R&R Shingles ; Rotted OSB board pg 8 , new Aluminum fascia , Vinyl Soffitt	2,500.00
Steps R and R to meet code pg12	5,500.00
Owner to obtain Bld. permit	
ESTIMATE ONLY - actual cost to be determined when approved plans are submitted to contractor .	
Randy Wright President Thompson Construction Co.Inc.	0.00



	Total	\$30,050.00
--	--------------	-------------

+ \$38K

Cost of repairing some of the things I see need to be repaired/replaced/updated before 170 W. Franklin building can be used by the Police Dept.

This is still not counting what codes have recommended repaired/replace/updated before it can be used.

Here are some quotes I have got to repair/replace/upgrade some of the things that the building needs.

To upgrade the electric service.

\$10,988.00

To upgrade the A/C and heating system.

\$12,200.00

To replace 19 single pane windows.

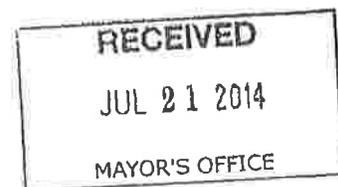
\$5700.00

Replace roof.

\$9280.00

This is a running total as of now to do these 4 things.

\$38,168.00



**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

July 22, 2014

DEPARTMENT: Police

AGENDA # |

SUBJECT:
170 West Franklin

SUMMARY:

The Police Department and the City Building Maintenance Division are preparing more specific costs on both repairing the building based on results of the inspection as well as upgrading and renovating for conversion to house the Police CID unit. Those costs will be distributed at the meeting as the information is still being collected.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE PURCHASE OF SALE
AGREEMENT RELATED TO BERETTA U.S.A. LOCATING IN THE CITY'S INDUSTRIAL
CENTER

WHEREAS Beretta U.S.A. has announced intentions to locate its manufacturing, and
research and development facilities in the City of Gallatin Industrial Center; and

WHEREAS Beretta U.S.A. intends to invest \$45-million in capital and bring 300 new
jobs to Gallatin;

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Mayor is
hereby authorized to execute the attached Purchase of Sale.

BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its
final passage, the public welfare requiring such.

IT IS SO ORDERED.

AYE:

NAY:

DATE:

MAYOR JO ANN GRAVES

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement") is made and entered as of the date of the last signature of a party to this Agreement (the "Effective Date") by and between **The City of Gallatin, Tennessee** ("City"), having an address of 132 West Main Street, Gallatin, TN 37066 ; and **Gregory Real Estate, LLC**, a Wyoming Limited Liability Company ("Gregory"), having an address of 145 Ziegler's Fort Road, Gallatin, TN 37066.

RECITALS

City is the owner of land in Sumner County, Tennessee, being part of Map 112, Parcel 112.01 by deeds of record in Record Book 2952, pages 802 and 8080, said Register's Office, and being further described as Lot No. 6 on the proposed plat of the Resubdivision of Lot 2 Gallatin Industrial Center Phase 2 (hereinafter the "Final Plat"), to be recorded, and consisting of 10.00 acres, more or less (hereinafter the "City Land"). Gregory is the owner of land in Sumner County, Tennessee being described on Exhibit A attached hereto and made a part of this Agreement, being part of Map 111, Parcel 1, by deed of record in Record Book 1811, page 783, said Register's Office, and containing a total of 9.34 acres, more or less (hereinafter the "Gregory Land"). The parties desire to enter into this Agreement to swap the City Land for the Gregory Land and additional monetary consideration, under the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the foregoing and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Purchase and Sale.** The City agrees to sell, transfer and convey the City Land to Gregory, and Gregory agrees to purchase the City Land from City; and Gregory agrees to sell, transfer and convey the Gregory Land to City and City agrees to purchase the Gregory Land from Gregory, all in accordance with the terms and conditions of this Agreement.
2. **Mutual Consideration and Purchase of Land.** The agreed fair market value of the City Land is \$21,500.00 per acre; and the agreed fair market value of the Gregory Land is \$18,300.00 per acre. In consideration of Gregory's conveyance of the Gregory Land to City, City shall convey the City Land to Gregory at closing. In consideration of City's conveyance of the City Land to Gregory, Gregory shall convey the Gregory Land to City and shall pay to City the sum of \$44,078.00 in cash (the "Cash Difference"), at closing. City Land shall be conveyed to Gregory and Gregory Land shall be conveyed to City, together with (i) all right, title and interest, if any, of the grantor in and to any land lying in the bed of any street, road or access way, opened or proposed, in front of, at a side of or adjoining the City and Gregory Lands or Improvements to the centerline thereof; (ii) all right, title and interest of the grantor, if any, reversionary or otherwise, in and to all easements in or upon the City and Gregory Lands and all other rights and all appurtenances belonging or in any way pertaining thereto; (iii)

any and all Improvements located on the City and Gregory Lands; (items (i) through (iii), are collectively referred to herein as the "Lands").

3. **Closing.** Conveyance of the City Land to Gregory and the conveyance of the Gregory Land and payment of the Cash Difference to City, shall take place simultaneously at the office of _____ on a date which is _____ () days after the recording of the Final Plat in the Register's Office of Sumner County, Tennessee (the "Closing Date"). Prior to Closing Date, the parties agree and covenant with each other not to disclose to any third party (other than lenders, accountants, attorneys and other professionals and consultants in connection with the transaction contemplated herein) without the mutual prior written consent of the parties, unless obligated by law to make such disclosure, any of the provisions of this Agreement or any documentation or information obtained by the parties which relates to this Agreement or to the Lands or this transaction in any way. In the event that this Agreement is terminated pursuant to any provision of this Agreement therefore, the parties agree that all such information will continue to be held in strict confidence. If any easements are necessary for the purpose of obtaining utilities to serve the Lands, then the grantors shall have obtained good and marketable title to any and all such easements, and to the appurtenant land on, over, in, or under which the easements run, so that all utilities required by the grantees are available to serve the Lands as of the Closing Date. Furthermore, the parties agree to fully cooperate with each other and with the Gallatin Planning Commission in order to record the Final Plat, including execution of the Final Plat and any other documents required by the Gallatin Planning Commission.
4. **Closing; Closing Expenses; Deliveries.** At the closing under this Agreement, City shall convey marketable title to the City Land to Gregory by Special Warranty Deed, and Gregory shall convey the Gregory Land to City by Special Warranty Deed. Said Special Warranty Deeds shall be subject only to the Permitted Title and Survey Exceptions defined in Sections 5 and 6 of this Agreement, and real property taxes, which are not yet due and payable. Gregory shall be responsible for its prorated share of the 2014 real property taxes assessed against the City Land, if any, from and after the Closing Date; and Gregory shall also be responsible for its prorated portion of the 2014 real property taxes assessed against the Gregory Land up to the Closing Date, and for any real property taxes assessed against the Gregory Land which are due and payable or delinquent on the Closing Date, and for any roll back taxes assessed against the Gregory Land as a result of the platting and conveyance of the Gregory Land pursuant to this Agreement. Gregory shall pay and obtain releases of any Deeds of Trusts or other liens encumbering the Gregory Land prior to or on the Closing Date. City shall pay for the Owners Title Policy insuring Gregory in the amount of \$215,000.00 (the agreed fair market value of the City Lands; and Gregory shall pay for the Owners Title Policy insuring City in the amount of \$215,000.00 (the agreed fair market value of the Gregory Land plus the Cash Difference). Gregory shall pay the transfer tax and recording fees to record the Special Warranty Deed of the City Land and the City shall pay any recording fees to record the Special Warranty Deed to the Gregory Land. City shall pay for all costs in connection

with obtaining and recording the Final Plat. Each party shall pay its respective attorney's fees. All other closing costs shall be split evenly between the parties. At closing, each party shall execute and deliver to Kay B. Housch, P.C., counsel for City and the Settlement Agent for this transaction, its respective (i) Special Warranty Deed prepared by Settlement Agent (each a "Deed") in recordable form, duly executed and acknowledged; (ii) owner's affidavit and non-foreign transferor certification pursuant to Section 1445 of the Internal Revenue Code and any similar provisions of applicable state law; (iii) a certified resolution certifying that each party has the legal power, right and authority to consummate the closing; (iv) closing statement and any other document as may be reasonably required by Settlement Agent. In addition, Gregory shall tender to Settlement Agent at closing the Cash Difference. As of the Closing Date: (a) Each party's representations and warranties contained herein shall be true and correct in all material respects; (b) each party shall have performed its obligations hereunder in all material respects and all deliveries to be made at Closing by such party have been tendered; (c) there shall exist no pending action, suit or proceeding with respect to a party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby; (d) the Settlement Agent shall be prepared to issue the Owners Title Policies insuring that each party has marketable title as owner of the Land(s), in the full amount of the fair market value agreed herein for said Land(s), subject only to the Permitted Title and Survey Exceptions and real property taxes, which are not yet due and payable.

5. **Owners Title Policies.** Within ten (10) days after the Effective Date of this Agreement, Settlement Agent shall provide to City, at Gregory's expense, a commitment for Owners Title Policy, subject to those title exceptions that are acceptable to City. Also within ten (10) days after the Effective Date of this Agreement, Settlement Agent shall provide to Gregory, at City's expense, a commitment for Owners Title Policy, subject only to those title exceptions that are acceptable to Gregory. The title exceptions acceptable to City and Gregory shall be referred to herein as "Permitted Title Exceptions." Each party shall have ten (10) days from the date of receipt of its respective title commitment to provide the other party of notice of any objectionable title exceptions. The party receiving such notice shall have until the Closing Date to remove such objectionable title exceptions. If a party fails to remove such objectionable title exceptions by the Closing Date, then the party giving notice of such objectionable title exceptions shall have the option to either: (a) agree to complete the closing and conveyance and purchase of the Land, notwithstanding the existence of the objectionable title exceptions (whereupon such title exceptions shall become Permitted Title Exceptions); or (b) terminate this Agreement by giving written notice to the other party on the Closing Date, and neither party shall have any further rights or obligations under this Agreement.
6. **Survey and Final Plat.** Prior to closing, City shall obtain and provide to Gregory, at its sole cost, (i) a survey suitable to remove the standard survey exception from the Owners Title Policies insuring title to the City Land and to the

Gregory Land; and (ii) Final Plat approved by the Gallatin Planning Commission and recorded in the Register's Office of Sumner County, Tennessee. Each party shall have ten (10) days from the date of receipt of the survey to provide the other party of notice of any objectionable survey matters. The party receiving such notice shall have until the Closing Date to remove objectionable survey matters. If a party fails to remove such objectionable survey matters by the Closing Date; then the party giving notice of such objectionable survey matters shall have the option to either: (a) agree to complete the closing and conveyance and purchase of the Lands, notwithstanding the existence of the objectionable survey matters (whereupon such survey matters become Permitted Survey Exceptions); or (b) terminate this Agreement by giving written notice to the other party and neither party shall have any further rights or obligations under this Agreement.

7. **Parties' Representations, Warranties and Covenants.** City and Gregory hereby represent, warrant and covenant as follows: (a) that they have the legal power, right and authority to enter into this Agreement and the instruments referenced herein, to consummate the transactions contemplated hereby, and that all requisite action has been taken by the parties in connection with entering into this Agreement and the instruments referenced herein and the consummation of the transactions contemplated hereby; (b) that they have fee simple and good marketable title to the respective Lands; (c) that they have no knowledge of any violation of Environmental Laws (as hereinafter defined) related to their respective Lands or the presence or release of Hazardous Materials on or from their respective Lands in violation of Environmental Laws - The term "Environmental Laws" means the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above and that purport to regulate Hazardous Materials in effect as of the date of this Agreement. "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect as of the date of this Agreement, (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials; (d) There are no condemnation proceedings or eminent domain proceedings of any kind pending or, to the parties' knowledge, contemplated against their respective Lands; and if prior to the Closing such proceedings shall be commenced against the City Land or Gregory Land, then upon mutual agreement of the parties, either: (a) this Agreement may be terminated and upon such termination, the parties shall be relieved of all further liability hereunder, or (b) this Agreement shall continue and all awards under such proceedings shall be assigned to and become the property of the grantee of the Land so taken.

8. **Conveyances As-Is.** EXCEPT FOR THE REPRESENTATIONS OF THE PARTIES EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT, EACH PARTY WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH THE OTHER PARTY THAT THEY ARE PURCHASING THE LANDS IN THEIR "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF A PARTY. FURTHERMORE, EXCEPT FOR THE REPRESENTATIONS OF THE PARTIES EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE PARTIES SPECIFICALLY DISCLAIM ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE LANDS, INCLUDING, WITHOUT LIMITATION, THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE LANDS; (C) THE UNSUITABILITY OF THE LANDS FOR FUTURE DEVELOPMENT; (D) THE COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LANDS; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE LANDS; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE LANDS; (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE LANDS OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE LANDS; OR (I) ANY OTHER MATTER WITH RESPECT TO THE LANDS. THE PARTIES ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE LANDS, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH IN SECTION 7 OF THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THEY ARE SOPHISTICATED AND EXPERIENCED PARTIES AND HAVE BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT.
9. **Commissions.** Each party warrants and represents to the other that neither has had any dealings with any broker, agent, or finder relating to the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless against any claim for brokerage commissions, compensation or fees by any broker, agent, or finder in connection with the transactions contemplated hereby

Agreement by a party pursuant to a right to do so under the provisions hereof, the non-defaulting party, shall elect either (i) to terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, or (ii) to pursue specific performance of this Agreement.

13. **Miscellaneous.** (a) This Agreement, together with the exhibits attached hereto, constitute the entire agreement of the parties hereto regarding the transactions contemplated hereunder, and all prior agreements, understandings, representations and statements, oral or written, are hereby merged herein. In the event of a conflict between the terms of this Agreement and any prior written agreements, the terms of this Agreement shall prevail. This Agreement may only be amended or modified by an instrument in writing, signed by the party intended to be bound thereby. (b) All parties hereto agree that time is of the essence in this transaction. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or official U. S. holiday, the time for performance shall be extended to the next business day following such date. A day is a calendar day unless referred to herein as a business day. (c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together represent the same instrument. A facsimile signature shall have the same effect as an original. (d) The laws of the State of Tennessee (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement. (e) This Agreement is for the benefit of City and Gregory, and no other person or entity will be entitled to rely on this Agreement, receive any benefit from it or enforce any provisions of it against City or Gregory. (f) The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof. (g) The parties agree to execute all documents and instruments reasonably required in order to consummate the transactions herein contemplated. (h) If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. (i) The fact that this Agreement was prepared by City's counsel as a matter of convenience shall have no import or significance, and that any uncertainty or ambiguity in this Agreement shall not be construed against City because City's counsel prepared this Agreement in its formal form.
14. **Waiver of Trial by Jury.** City and Gregory, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise. To the extent they may legally do so, City and Gregory hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any party hereto may file original counterpart or a copy of this Section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be made as of the day and year first above stated.

CITY:
The City of Gallatin, Tennessee

Company

GREGORY:
Gregory Real Estate, LLC
A Wyoming Limited Liability

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

July 22, 2014

DEPARTMENT: EDA

AGENDA # 3

SUBJECT:
Beretta Final Plat

SUMMARY:
Please review the contract for the finalization of the Beretta Plat.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes: