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**CITY OF GALLATIN  
COUNCIL COMMITTEE MEETING**

**January 27, 2015**

**6:00 p.m.**

**Dr. J Deotha Malone  
Council Chambers**

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- Call to Order – Councilwoman Brackenbury
- Roll Call: Alexander – Camp – Vice Mayor Hayes – Kemp – Mayberry – Overton– Mayor Brown
- Approval of Minutes: December 9, 2014 Council Committee Meeting
- Public Recognition
- Mayor's Comments

**AGENDA**

1. Presentation of 2013/2014 Financial Audit (**Rachel Nichols, Director of Finance**)
2. Quarterly Insurance Recovery Appropriation Ordinance (**Rachel Nichols, Director of Finance**)
3. PIN 112515.00 GreenLea Extension (**Mayor Paige Brown**)
4. Affordable Health Care Act (**Debbie Johnson, Director of Human Resources**)
5. Request Permission to Apply for a Spot Safety Grant (**Nick Tuttle, City Engineer**)
6. Industrial Development Board (**Mayor Paige Brown/James Fenton, Executive Director of EDA**)
7. Reappointment of Ed Mayberry and Rachel Nichols to the Pension Committee (**Mayor Paige Brown**)
8. Ordinance Appropriating Funds from the USDOJ Equitable Sharing Funds in the Amount of \$37,323.47 (**Don Bandy, Police Chief**)

- Other Business
- Department Head Reports
- Adjourn

**City of Gallatin  
Council Committee Meeting**

Tuesday, December 9, 2014  
Dr. J. Deotha Malone Council Chambers

**PRESENT:**

Mayor Jo Ann Graves  
Vice Mayor John D. Alexander  
Councilwoman Julie Brackenbury  
Councilman Steve Camp  
Councilwoman Anne Kemp  
Councilman Ed Mayberry

**ABSENT:**

Councilman Craig Hayes  
Councilman Jimmy Overton

**OTHERS PRESENT:**

Rosemary Bates, Special Projects Director  
Rachel Nichols, Finance Director  
Ronnie Stiles, Public Works Director  
David Gregory, Public Utilities Dir.  
David Brown, Leisure Services Director  
Tommy Dale, Assistant Fire Chief  
Nick Tuttle, City Engineer  
Gallatin News Reporter

Chuck Stuart, Building Official  
Debbie Johnson, Personnel Director  
Don Bandy, Police Chief  
Connie Kittrell, City Recorder  
News Examiner Reporter  
Susan High McAuley, City Attorney  
Bill McCord, City Planner  
Lori Smiley, IT Director

Vice Mayor John D. Alexander called the meeting to order.

**Approval of Minutes**

Vice Mayor Alexander presented the minutes of the November 11, 2014 Council Committee Meeting for approval.

Councilman Mayberry made motion to approve; Councilman Camp second. Motion carried with 5 ayes and 0 nays.

### **Public Recognition**

Vice Mayor Alexander called for public recognition.

With no one wishing to speak Vice Mayor Alexander closed public recognition.

### **Mayor's Comments**

Mayor Graves commented on the following:

- Wreaths Across America will be this Saturday at 10:00 AM at the Gallatin City Cemetery to honor our veterans for their service.
- Christmas Parade is also this Saturday with line-up beginning at 11:00 AM

### **Agenda**

#### **1. Request from Tennessee Scenic Rivers Association (TSRA)**

Mayor Graves explained this is the Liberty Branch Park that the Morning Rotary Club is establishing. Mayor stated they needed Council's permission to move forward with this project.

Councilwoman Brackenbury made motion to approve; Councilman Mayberry second.

Special Projects Director Rosemary Bates stated members of the Rotary Club were here to speak.

Morning Rotary Club President Daniel Bugby explained the plans for Liberty Branch Park.

Vice Mayor Alexander called for the vote. The motion passed without objection.

#### **2. 2014-2015 Paving List**

City Engineer Nick Tuttle provided a 2014-2015 Pavement Rehabilitation Program updated handout to Council. Mr. Tuttle spoke about some of the streets the city had committed to pave. He also added Duncan Street, Kirkland Drive, and Pumping Station Road to the paving list.

Councilwoman Brackenbury asked Mr. Tuttle if Hitchcock and Hale Avenue, that had gone through sewer repairs, could be repaired in the future. Mr. Tuttle explained the repairs to those streets and would add them to the list.

**3. MS4 Stormwater Permit Annual Report**

City Engineer Nick Tuttle gave Council a summary of the annual MS4 Stormwater Permit Report.

Councilman Mayberry asked Mr. Tuttle if he had spoken with Ms. Butler on Park Avenue. Mr. Tuttle stated he would follow up with Ms. Butler.

**4. Resolution to Purchase Property for Gas Regulator Station**

Public Utilities Director David Gregory stated this is a resolution to purchase property at 395 Airport Road in the amount of \$37,500 for a gas regulator station.

Councilwoman Kemp made motion to approve; Councilwoman Brackenbury second. With no questions or comments, motion was moved on to Council without objection.

**5. Ordinance Authorizing Funds from Natural Gas Reserves and Awarding Bid for 2014 Annual Plan for Hancock Ridge Apartments**

Public Utilities David Gregory presented this ordinance and explained the new gas meters, additional lines and repairs in various areas of the City.

Councilman Camp made motion to approve; Councilwoman Kemp second. Motion carried with 5 ayes and 0 nays.

**6. Ordinance Amending Zoning from MRO-PUD to MRO with Preliminary Master Development Plan for Hancock Ridge Apartments**

City Planner Bill McCord stated the Planning Commission recommended approval at the November meeting and the amendments.

Council discussed.

Councilwoman Kemp made motion to approve; Councilwoman Brackenbury second. There was no objection to move on to Council.

**7. Resolution Authorizing Mayor to Execute Parking Lot Lease with Sumner County**

Police Chief Don Bandy explained the paving agreement with the County and leasing the property.

There was much discussion on the lease and other options for this property.

Councilman Mayberry made motion to defer to allow City Attorney Susan High-McAuley and Police Chief Bandy time to check on purchasing the property; Councilwoman Julie Brackenbury second. Motion carried with 5 ayes and 0 nays.

#### **8. Discussion on Jonas Membership Contract**

Leisure Services Director David Brown explained the upgrade for the Jonas membership contract for the Civic Center to allow credit card availability. Mr. Brown stated Fifth Third Bank is requiring the City to honor their contract with the Ohio main office.

City Attorney Susan High-McAuley explained the contract would require the City to submit to the laws of the state of Ohio for jurisdictional purposes. Ms. High-McAuley explained her concerns with this contract.

Much discussion continued.

Council requested IT Director Lori Smiley search for other options or solutions.

#### **9. City Recorder's Office**

This item was deferred.

#### **Other Business**

Vice Mayor Alexander called for other business.

Councilwoman Brackenbury asked Mr. Sammy Little to come forward to explain his water issue.

Mr. Sammy Little explained the city water break that flooded his building. Mr. Little provided pictures to Council for their review. Mr. Little stated his cost for clean-up was \$4,000.

Public Utilities David Gregory stated this break was an "act of God" and once it's turned over to the insurance company it's out of his hands.

Councilman Mayberry made motion to pay \$4,385 to Mr. Little for his expenses; Councilwoman Brackenbury second. Motion carried with 5 ayes and 0 nays.

Mr. Gregory requested the City look into why the insurance company is denying claims. Mr. Gregory stated he would pay for these repairs out of his budget.

### **Department Head Reports**

Vice Mayor Alexander called for Department Head Reports.

Councilman Mayberry asked Attorney Ron Pursell to come forward. Councilman Mayberry asked Mr. Pursell where he expects his fees to be paid from. Mr. Pursell stated the city. Councilman Mayberry asked Mr. Pursell who engaged him officially and a date of engagement. Mr. Pursell stated Ms. Kittrell engaged him sometime in May.

Councilman Mayberry stated that if a resolution becomes available, on the Civic Center credit card situation before the next council meeting, to authorize the Mayor to sign a contract if approved by Ms. McAuley.

Councilwoman Brackenbury asked City Engineer Nick Tuttle to look at the road markings at Cairo/ Airport Road.

### **Adjourn**

With no other business to discuss Vice Mayor Alexander adjourned the meeting.

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Mayor Jo Ann Graves

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Connie Kittrell, City Recorder

Council Committee Minutes  
December 9, 2014

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

1/27/2015

**DEPARTMENT:** Finance

**AGENDA #** /

**SUBJECT:**

Presentation of 2013/2014 financial audit

**SUMMARY:**

John Whybrew of Alexander Thompson Arnold PLLC will be in attendance to present the results of the 2014 audit

**RECOMMENDATION:**

approval

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

1/27/2015

**DEPARTMENT:** Finance

**AGENDA #** 2

**SUBJECT:**

Quarterly insurance recovery appropriation ordinance

**SUMMARY:**

Quarterly insurance recovery funds appropriated to various departments for repairs

**RECOMMENDATION:**

approval

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

ORDINANCE NO. O1501-8

ORDINANCE APPROPRIATING \$5,685.14 FROM REVENUE RECEIVED FOR  
INSURANCE RECOVERIES

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$5,685.14 is hereby appropriated from revenue received from Insurance Recoveries, account #110-36350, to the following accounts:

Police Maintenance & Repairs Vehicles, account #11042110-261, \$4,114.13, for vehicle repairs,

Downtown Streetscape, account #11041310-863, \$304.86, for damaged bench,

Building Maintenance, Maintenance & Repairs Vehicles, account #11041800-261, \$127.01, for vehicle repairs,

Street Department Maintenance & Repairs Vehicles, account #11043120-261, \$884.20, for vehicle repairs,

Street Department Sign Shop Materials, account #11043120-342, \$254.94, for damaged signs and accessories on St. Blaise Rd, 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:.

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MAYOR PAIGE BROWN

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

January 27, 2015

**DEPARTMENT:** Mayor Brown

**AGENDA #** 3

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**SUBJECT:**

PIN 112515.00 GreenLea Extension

**SUMMARY:**

Mayor Brown will provide an update on the GreenLea Extension project and the State's request for the City's share of the construction costs.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

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**Notes:**



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
**PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION**  
**LOCAL PROGRAMS DEVELOPMENT OFFICE**  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0341  
(615) 741-5314

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

January 15, 2015

Honorable Paige Brown  
Mayor, City of Gallatin  
132 W. Main St.  
Gallatin, TN 37066

RE: Construction Deposit, LIC: Greenlea Boulevard Extension, From SR-386 (Vietnam Veterans Boulevard) to SR-174(Long Hollow Pike), Gallatin, Sumner County  
PIN No: 112515.00  
Federal Project No.: N/A  
State Project No.: 83950-3561-04  
Contract No: 100230

Dear Mayor Brown:

This letter is to inform you that the Department is now in the position to advance the construction phase of the referenced project. Your agency's share of the estimated construction cost is \$3,357,725.50. You may provide these funds by check, or deposit in the local government investment pool (LGIP).

If you choose check, please return your choice to me at the address listed above. If you choose deposit in the LGIP, please follow the attached instructions.

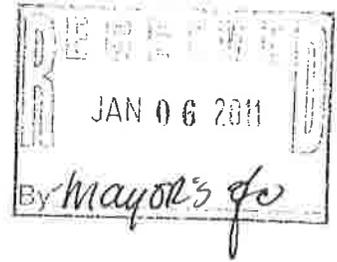
Once we have received your share of the construction cost, we will be in a position to proceed with the construction phase. If you have any questions, or if I can assist you in any way, please contact me.

Sincerely,

Whitney Sullivan  
Transportation Manager  
[Whitney.sullivan@tn.gov](mailto:Whitney.sullivan@tn.gov)



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**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

Local Programs Development Office  
SUITE 600, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0341  
Voice: 615-741-5314  
FAX: 615-741-9673

Find Information for Local Governments at <http://www.tdot.state.tn.us/local/>  
Email: [teresa.estes@tn.gov](mailto:teresa.estes@tn.gov)

December 15, 2010

The Honorable Jo Ann Graves  
Mayor, City of Gallatin  
132 W. Main St  
Gallatin, TN 37066

Re: Local Interchange Connector at Greenlea Blvd Extension from SR-386  
(Vietnam Veterans Blvd) to SR-174 (Long Hollow Pike)  
Gallatin, Sumner Co  
PIN: 112515.00  
Federal Project #: N/A  
Contract: 100230

Dear Mayor Graves:

Attached, for your files, is a copy of the fully executed contract regarding funding for the referenced project. The Department will now proceed with the development of the project.

If you have any questions, or need additional information, please contact Ms. Maria Hunter at 615-532-3632 or [maria.hunter@tn.gov](mailto:maria.hunter@tn.gov).

Sincerely,

A handwritten signature in cursive script that reads "Teresa Estes".

Teresa Estes  
Transportation Coordinator

**Agreement Number: 100230**

**Project Identification Number: 112515.00**

**Federal Project Number: N/A**

**State Project Number: PENDING**

**State of Tennessee Department of Transportation**

**LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this 12<sup>th</sup> day of November, 2010 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF GALLATIN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Construct Greenlea Blvd Extension From SR-386 (Vietnam Veterans Blvd) to SR-174 (Long Hollow Pike).

CITY OF GALLATIN, SUMNER COUNTY

**A. PURPOSE OF AGREEMENT**

**A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

**A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

**B. ACCOMPLISHMENT OF PROJECT**

**B.1 General Requirements:**

- a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	DEPARTMENT	PROJECT

Preliminary Engineering by:	DEPARTMENT	PROJECT
Right-of-Way by:	DEPARTMENT	AGENCY
Utility Coordination by:	DEPARTMENT	AGENCY
Construction by:	DEPARTMENT	PROJECT

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
  
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

**B.2 Completion Date:**

- a) The Agency agrees to complete the herein assigned phases of the Project on or before N/A. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

**B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
  
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability

arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

#### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

#### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

### **B.7 Detours**

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

### **B.9 Railroad**

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.
- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
  - 1) **Misrepresentation:**  
The Agency shall have made misrepresentation of a material nature in its

application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

**C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

### **D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

#### **D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

#### **D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

#### **D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or

construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**  
The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In

this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

- a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

**b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:**

**The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:**

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**D.13 Equal Employment Opportunity:**

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency

shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**D.18 Restrictions on Lobbying (applies to federal aid projects):**

**The Agency certifies, to the best of its knowledge and belief, that:**

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

#### **D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20 Inspection:**

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

#### **D.21 Annual Report and Audit:**

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

#### **D.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

#### **D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

#### **D.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

#### **D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

**D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

**D.29 Force Majeure:**

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

**D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

**D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>		<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

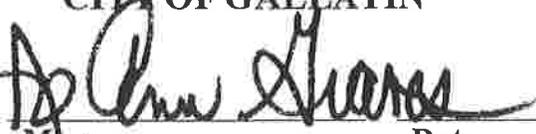
- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Voluntary Buyout Program:**

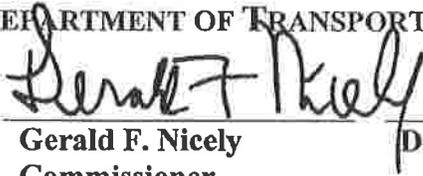
- a) Voluntary Buyout Program. The Agency acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- b) The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
- c) The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Agency understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State agency would not be appropriate, and in such cases the State may refuse Agency personnel. Inasmuch, it shall be the responsibility of the State to review Agency personnel to identify any such issues.
- d) With reference to either subsection a. or b. above, a agency may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

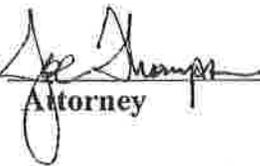
**CITY OF GALLATIN**

By:   
Mayor Date

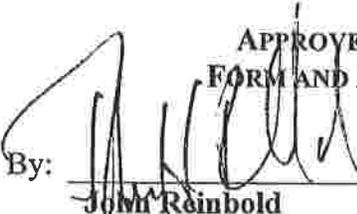
**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

By:  11-12-10  
Gerald F. Nicely Date  
Commissioner

**APPROVED AS TO  
FORM AND LEGALITY**

By:   
Attorney Date  
10/6/10

**APPROVED AS TO  
FORM AND LEGALITY**

By:   
John Reinbold Date  
General Counsel 11/2/10

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**EXHIBIT "A"**


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**CONTRACT No.: 100230**

**PROJECT IDENTIFICATION No.: 112515.00**

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**PROJECT DESCRIPTION: CONSTRUCT GREENLEA BLVD EXTENSION FROM SR-386 (VIETNAM VETERANS BLVD) TO SR-174 (LONG HOLLOW PIKE).**

---

**CHANGE IN COST:** Cost hereunder shall not exceed reasonable cost to develop and construct a project as shown on the project plans.

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE	LIC	0	50	50	\$331,000.00
ROW	LOCAL	0	0	100	\$1,051,000.00
UTILITIES	LOCAL	0	0	100	\$270,000.00
CONST	OVERS	0	100	0	\$100,000.00
CONST	LIC	0	50	50	\$2,430,000.00

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**THE MAXIMUM LIABILITY** of the Department is fifty per cent (50%) of the first \$4,000,000.00 in construction costs, excluding roadway lighting, up to a maximum Department contribution of \$2,000,000.00. The Agency agrees to provide one hundred per cent (100%) of the costs exceeding \$2,000,000.00.

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.

**LEGISLATIVE AUTHORITY:** Tennessee Code Annotated 54-5-501

**LIC:**Local Interstate Connecting Route Act of 1965.

**NOTE:** Where the local government is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

January 28, 2014

The Honorable Jo Ann Graves  
Mayor, City of Gallatin  
132 W. Main St.  
Gallatin, TN 37066

Re: LIC: Greenlea Blvd Extension from SR-386(Vietnam Veterans Blvd) to SR-174(Long Hollow Pike)  
Gallatin, Sumner County  
PIN: 112515.00  
Federal Proj #N/A  
State Proj #83950-3561-04  
Contract: 100230, Amendment 1

Dear Mayor Graves:

Attached for your files is a copy of the fully executed amendment regarding funding for the referenced project. The Department will now proceed with the development of the project.

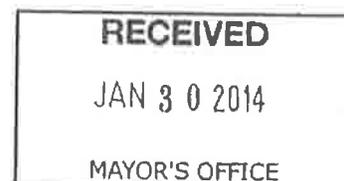
If you have any questions, or need additional information, please contact Ms. Maria Hunter at 615-532-3632 or [maria.hunter@tn.gov](mailto:maria.hunter@tn.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Whitney Sullivan".

Whitney Sullivan  
Transportation Manager  
[whitney.sullivan@tn.gov](mailto:whitney.sullivan@tn.gov)

Attachment



**Amendment Number: 1**

**Agreement Number: 100230**

**Project Identification Number: 112515.00**

**Federal Project Number: N/A**

**State Project Number: 83950-3561-04**

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION  
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this 10<sup>th</sup> day of Jan., 2014 by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the City of Gallatin (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

“Greenlea Blvd Extension from SR-386(Vietnam Veterans Blvd) to SR-174(Long Hollow Pike)”

Exhibit A for Agreement # 100230 dated November 12, 2010, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 1.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Replacing Previous Exhibit A

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

City of Gallatin

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

By: *JoAnn Graves*  
Mayor  
JoAnn Graves  
Date 12/18/13

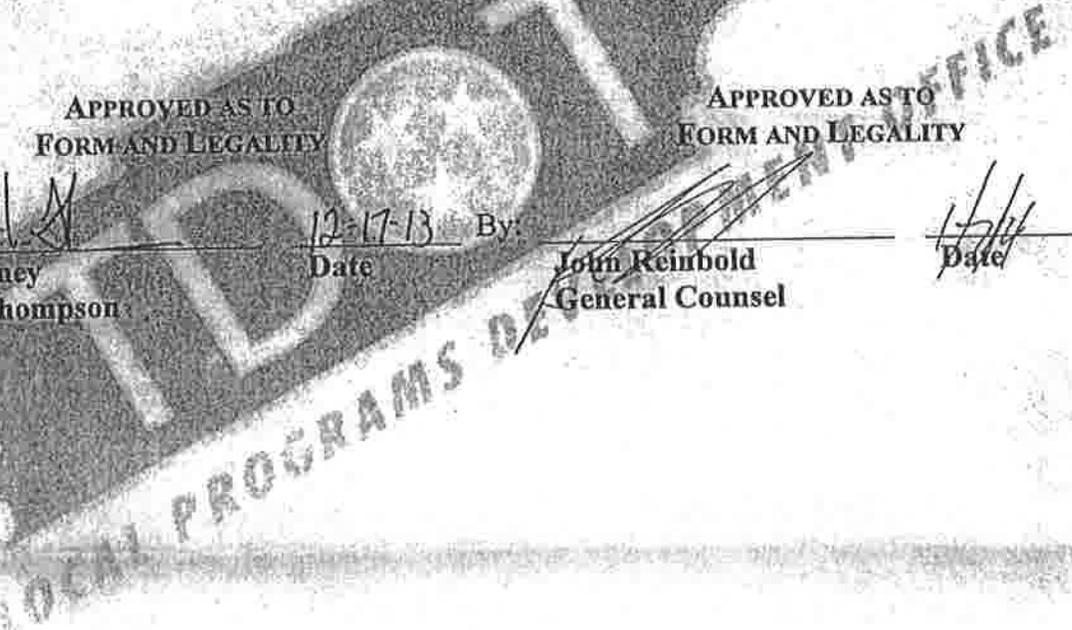
By: *[Signature]* JAN 16 2014  
John C. Schroer  
Commissioner  
Date

APPROVED AS TO  
FORM AND LEGALITY

APPROVED AS TO  
FORM AND LEGALITY

By: *[Signature]* 12-17-13  
Attorney  
Joe Thompson  
Date

By: *[Signature]*  
John Reinbold  
General Counsel  
Date



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**EXHIBIT "A" for Amendment 1**

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**CONTRACT No.: 100230**  
**PROJECT IDENTIFICATION No.: 112515.00**  
**State Project No.: 83950-3561-04**

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**PROJECT DESCRIPTION: GREENLEA BLVD EXTENSION FROM SR-386(VIETNAM VETERANS BLVD) TO SR-174(LONG HOLLOW PIKE)**

---

**CHANGE IN COST:** Cost hereunder shall not exceed reasonable cost to develop and construct a project as shown on the project plans.

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE	LIC	0%	50%	50%	\$331,000.00
ROW	LIC	0%	50%	50%	\$1,509,652.00
CONST	LIC	0%	50%	50%	\$2,530,000.00

**THE MAXIMUM LIABILITY** of the Department is fifty per cent (50%) of the first \$4,000,000.00 in construction costs, excluding roadway lighting, up to a maximum Department contribution of \$2,000,000.00. The Agency agrees to provide one hundred per cent (100%) of the costs exceeding \$4,000,000.00.

**INELIGIBLE COST:** One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration due to any action on the part of the Agency.

**LEGISLATIVE AUTHORITY:** Tennessee Code Annotated 54-5-501

**LIC:** Local Interstate Connecting Route Act of 1965.

**NOTE:** Where the local government is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
Local Programs Development Office  
SUITE 600, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0341  
Voice: 615-741-5314

JOHN C. SCHROER  
COMMISSIONER

BILL HASLAM  
GOVERNOR

May 15, 2014

The Honorable Jo Ann Graves  
Mayor, City of Gallatin  
132 W. Main St.  
Gallatin, TN 37066

Re: Right-of-Way deposit on Greenlea Blvd Extension from SR-386(Vietnam Veterans Blvd) to SR-174(Long Hollow Pike)  
Gallatin, Sumner County  
PIN: 112515.00  
Federal Project Number: N/A  
State Project Number: 83950-3561-04  
Contract Number: 100230

Dear Mayor Graves:

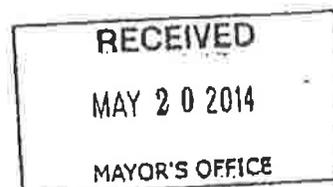
I am pleased to inform you that the Department is now in position to advance with the right-of-way phase of the referenced project. The current estimate for your agency's share of the cost is \$307,326.50 of which you have already provided \$13,500.00, leaving a balance due of \$293,826.50.

Since your agency made the preliminary engineering deposit for this project in the form of a check, you may also use this method for your right-of-way deposit. If you would like to use another form for deposit, I have provided you with the (LGIP) Local Government Investment Pool agreement to be filled out according to the instructions attached. If you have any questions, please feel free to contact me.

When we receive your deposit, we will be in a position to proceed with the right-of-way phase in a timely manner. Should you have any questions concerning this request, please call me.

Sincerely,

Whitney Sullivan  
Transportation Manager  
[whitney.sullivan@tn.gov](mailto:whitney.sullivan@tn.gov)



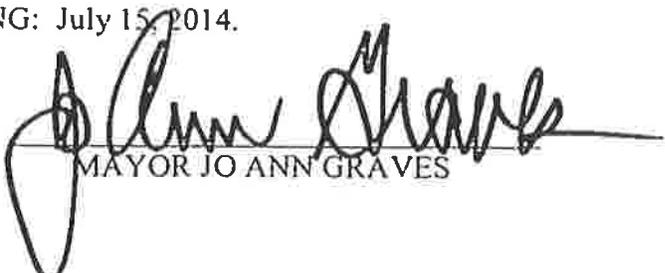
ORDINANCE APPROPRIATING \$293,826.50 FOR THE RIGHT-OF-WAY DEPOSIT  
TO TDOT FOR THE GREENLEA BLVD EXTENSION

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$293,826.50 is hereby appropriated from the Undesignated Fund Balance of the General Fund for the right-of-way deposit made payable to TDOT on the Greenlea Blvd Extension from SR-386 to SR-174.

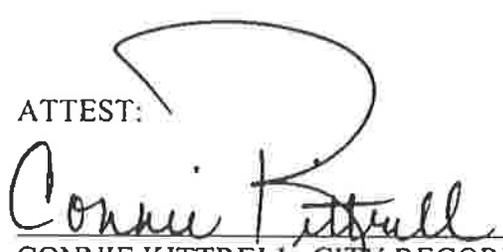
BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that this Ordinance shall take effect on final passage, the public welfare requiring such.

PASSED FIRST READING: July 8, 2014.

PASSED SECOND READING: July 15, 2014.

  
MAYOR JO ANN GRAVES

ATTEST:

  
CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

  
SUSAN HIGH-MCAULEY, CITY ATTORNEY



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAMS DEVELOPMENT OFFICE  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0341  
(615) 741-5314**

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

February 3, 2014

The Honorable Jo Ann Graves  
Mayor, City of Gallatin  
132 W. Main St  
Gallatin, TN 37066

Re: Local Interchange Connector at Greenlea Blvd Extension from SR-386 (Vietnam Veterans Blvd) to SR-174 (Long Hollow Pike)  
Gallatin, Sumner Co  
PIN: 112515.00  
Contract: 100230

Dear Mayor Graves:

I am pleased to inform you that the Department is now in position to advance with the right-of-way phase of the referenced project. Upon receipt of your deposit for the appraisal fee of \$27,000.00 of which your agency's share is **\$13,500.00**, the project will continue.

Since your agency mailed in a check for the preliminary engineering deposit for this project, we assume you would like to use this method for your right-of-way deposit. If you would like to use another form for deposit please contact me.

When we receive your deposit, we will be in a position to proceed with the right-of-way phase in a timely manner.

Sincerely,

Whitney Sullivan  
Transportation Manager  
[whitney.sullivan@tn.gov](mailto:whitney.sullivan@tn.gov)

11041670-931-5  
\$13,500<sup>00</sup>  
2-13-14  
D. P. Pates

ORDINANCE APPROPRIATING FUNDS FOR GREENLEA BOULEVARD LOCAL  
INTERSTATE CONNECTOR FROM SR-386 TO SR-174

**WHEREAS**, the Gallatin City Council passed Resolution No. R0902-8 supporting application to the Tennessee Department of Transportation (TDOT) for a Local Interstate Connector (LIC) Grant for the development of a connector extending GreenLea Boulevard from SR-386 to SR-174;

**WHEREAS**, TDOT conducted the feasibility study to confirm the need for a connector;

**WHEREAS**, TDOT has notified the City that it is ready to begin the preliminary engineering on the project;

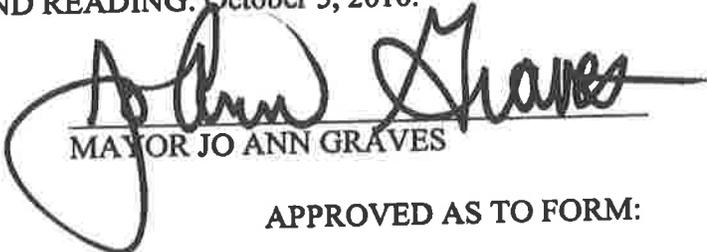
**WHEREAS**, TDOT has agreed to split the cost of the preliminary engineering phase with TDOT funding 50% (\$165,000) and the City funding 50% (\$165,000);

**BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that the sum of \$165,000.00 is hereby appropriated from the '07 Bond Fund, account number 31241920-931 and

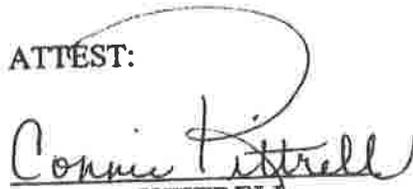
**BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that this Ordinance shall take effect from and after its final passage, the public welfare requiring such.

PASSED FIRST READING: September 21, 2010.

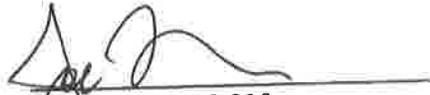
PASSED SECOND READING: October 5, 2010.

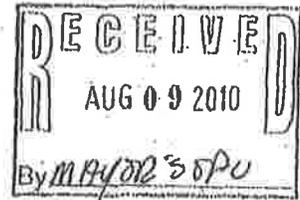
  
MAYOR JO ANN GRAVES

ATTEST:

  
CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

  
JOE THOMPSON  
CITY ATTORNEY



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
SUITE 700, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0349  
(615) 741-2848

GERALD F. NICELY  
COMMISSIONER

PHIL BREDESEN  
GOVERNOR

July 20, 2010

The Honorable Jo Ann Graves  
Mayor, City of Gallatin  
132 West Main Street  
Gallatin, TN 37066-3244

RE: Proposed Local Interstate Connector, GreenLea Blvd. from SR-386 to SR-174  
Gallatin, TN

Dear Mayor Graves:

Thank you for your letter dated July 9, 2010 regarding the development of a Local Interstate Connector. The Tennessee Department of Transportation is also interested in moving forward with the development of GreenLea Blvd. from SR-386 (Vietnam Veterans Parkway) to SR-174 (Long Hollow Pike) in the city of Gallatin as a Local Interstate Connector (LIC).

As you are aware, the feasibility study has been completed by the Project Planning Office under the direction of Mr. Steve Allen. The study confirms the need for proposed action. Funding of the project will be a joint effort between the department and the city of Gallatin. Current department policy is to limit state funds to a total amount of \$2,000,000 for all phases of development of the subject connector. As requested, the department will split the costs for the preliminary engineering phase of the project 50% state (\$165,500) - 50% local (\$165,500). The remaining state funds, \$1,834,500, will go toward the construction phase of the project. All remaining project costs would be at the expense of the city of Gallatin.

The Office of Local Programs Development is currently preparing a contract for your execution. It is anticipated that the contract will be mailed to you by July 23, 2010. The department is committed to participating in opportunities that assist cities across the state of Tennessee in achieving their economic vision. If you have questions, please contact Mr. Paul Degges, Chief Engineer, at (615) 741-0791 or by e-mail at [paul.degges@tn.gov](mailto:paul.degges@tn.gov).

Sincerely,

Gerald Nicely  
Commissioner

GFN/TSE

Cc: Mr. Paul Degges, W/Attach.

A RESOLUTION IN SUPPORT OF AN APPLICATION TO TENNESSEE DEPARTMENT OF TRANSPORTATION FOR A LOCAL INTERSTATE CONNECTOR GRANT FOR THE DEVELOPMENT OF A CONNECTOR ROUTE TO PROVIDE ADEQUATE ACCESS FROM LONG HOLLOW PIKE (SR-174) TO THE EXISTING SR-386 INTERCHANGE AT GREENLEA BOULEVARD.

WHEREAS, funds are available from the Local Interstate Connector Route Act of 1965, as amended, authorizing the Department of Transportation to contract with cities to establish and construct a system of connector routes to furnish the citizens of Tennessee adequate access to the interstate highway system from existing road and street networks along the interstate system; and

WHEREAS, pursuant to the provisions of the Local Interstate Connector Route Act of 1965, as amended, it is the desire of the City of Gallatin to apply to the Tennessee Department of Transportation for funds for the development of a connector route to provide adequate access from Long Hollow Pike (SR-174) to the existing SR-386 interchange at GreenLea Boulevard; and

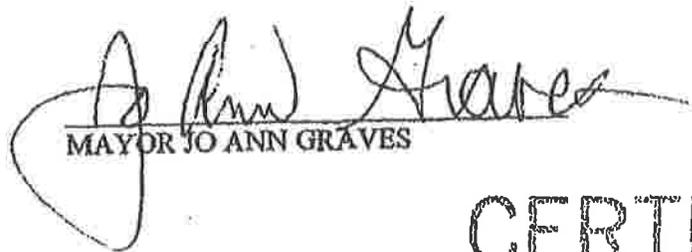
WHEREAS, the completion of the connector road from SR-386 to Long Hollow Pike (SR-174) would provide an improved access route to SR-386 and Interstate 65 for the citizens of Gallatin and Sumner County,

NOW, THEREFORE BE IT RESOLVED by the City of Gallatin that application be made to the Tennessee Department of Transportation for assistance in construction and completion of the herein proposed connector access route under the provisions of the Local Interstate Connector Route Act of 1965.

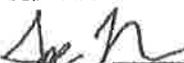
BE IT FURTHER RESOLVED, that this resolution shall take affect upon passage, the public welfare requiring it.

IT IS SO ORDERED.

AYE: 6  
NAY: 0  
DATE: February 17, 2009.

  
MAYOR JO ANN GRAVES

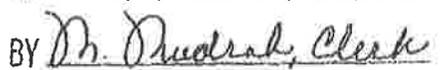
ATTEST:  
  
CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM  
  
JOE H. THOMPSON  
CITY ATTORNEY

CERTIFIED

TO BE A TRUE AND EXACT COPY OF THE ORIGINAL DOCUMENT.

THIS THE 27 DAY OF Feb., 2009.

BY   
OFFICE OF  
GALLATIN CITY RECORDER

3 pages

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

January 27, 2015

**DEPARTMENT:** Human Resources

**AGENDA #** 4

---

**SUBJECT:**

Affordable Health Care Act

**SUMMARY:**

Debbie Johnson will present a review of the Affordable Health Care Act and its impact.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

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**Notes:**

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

January 27, 2015

**DEPARTMENT:**    **Engineering**

**AGENDA # 5**

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**SUBJECT:**

Request Permission to Apply for a Spot Safety Grant

**SUMMARY:**

The Engineering Division is requesting permission to apply for a Spot Safety Grant through TDOT for intersection improvements at SR174 and Big Station Camp Blvd. If awarded the grant, the State of TN will install a traffic signal at this intersection at no cost to the City under the agreement that the City will maintain the signal.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

January 27, 2015

**DEPARTMENT:** Mayor Brown & EDA

**AGENDA #** 6

**SUBJECT:**

Industrial Development Board

**SUMMARY:**

Mayor Brown and EDA Director James Fenton will discuss a current vacancy and upcoming vacancy on the Industrial Development Board to seek input from the Council.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

January 27, 2015

**DEPARTMENT:** Mayor's Office

**AGENDA #** 7

**SUBJECT:**

Reappointment of Ed Mayberry and Rachel Nichols to the Pension Committee

**SUMMARY:**

Both Councilman Mayberry and Ms. Nichols' terms expired December 31, 2014.

**RECOMMENDATION:**

Approve

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**RESOLUTION NO: R1501-1**

**RESOLUTION APPOINTING ED MAYBERRY AND RACHEL NICHOLS TO  
GALLATIN PENSION COMMITTEE**

**WHEREAS**, Section 13-62 of the Gallatin Municipal Code provides for the appointment of two members of the council and one employee, all of whom shall be appointed by the Mayor, to administer the trust agreement adopted under the terms of the Employees Pension Trust Plan; and

**WHEREAS**, Council Member Anne Kemp is currently serving her term of office, which shall expire December 31, 2016; and

**WHEREAS**, Council Member Ed Mayberry and Employee Rachel Nichols completed their current terms of office on December 31, 2014; and

**WHEREAS**, the names of Ed Mayberry for the Council Representative and Rachel Nichols, for the Employee Representative, being eligible to succeed themselves, are being forwarded by the Mayor for terms expiring December 31, 2018, and December 31, 2016, respectively; and

**WHEREAS**, Section 13-62 of the Gallatin Municipal Code requires that the governing body approve said appointments.

**NOW, THEREFORE BE IT RESOLVED** by the City of Gallatin, Tennessee, that Council Member Ed Mayberry and Employee Rachel Nichols are hereby appointed to the Gallatin Pension Committee to the above stated terms.

This Resolution shall take effect the date of 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**

January 27, 2015

**DEPARTMENT: POLICE**

**AGENDA # 8**

**SUBJECT:**

Ordinance appropriating Funds from the USDOJ Equitable Sharing Funds in the amount of \$37,323.47.

**SUMMARY:**

Federal Equitable Sharing Funds are a portion of the result of seizures from DEA and FBI VCTF. They are obligated into a specific fund for a specific purpose and must be accounted for.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

ORDINANCE APPROPRIATING FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE EQUITABLE SHARING FUNDS – ASSET FORFEITURE PROGRAM IN THE AMOUNT OF \$37,323.47

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$37,323.47 is hereby appropriated from account 127-33210, Federal Department of Justice Equitable Share, to account 12742129-941, Transportation Equipment, for the purchase of police vehicles;

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:

---

CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

---

SUSAN HIGH-MCAULEY  
CITY ATTORNEY