
**CITY OF GALLATIN
COUNCIL COMMITTEE MEETING**

July 22, 2014

6:00 p.m.

**Dr. J Deotha Malone
Council Chambers**

- Call to Order – Councilman Camp
- Roll Call: Vice Mayor Alexander – Brackenbury – Kemp – Hayes – Mayberry – Overton – Mayor Graves
- Approval of Minutes: July 8, 2014 Council Committee Meeting
- Public Recognition
- Mayor's Comments

AGENDA

1. 170 West Franklin Street Building (**Don Bandy, Police Chief**)
2. 429 DeMoss- Request for Street Light (**Don Bandy, Police Chief**)
3. Beretta Final Plat (**James Fenton, Executive Director of EDA**)
4. Discussion of Funding for Parking Signs Downtown (**Councilwoman Brackenbury**)
5. New and Revised Job Descriptions and Pay Grades (**Councilman Hayes**)

- Other Business
- Department Head Reports
- Adjourn

City of Gallatin Council Committee Meeting

Tuesday, July 8, 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 Craig Hayes
Councilman Ed Mayberry
Councilman Jimmy Overton

ABSENT:

OTHERS PRESENT:

Rosemary Bates, Special Projects Director
Rachel Nichols, Finance/IT Director
Ronnie Stiles, Public Works Director
Don Bandy, Police Chief
David Brown, Leisure Services Director
Billy Crook, Fire Chief
Chuck Stuart, Building Official

Bill McCord, City Planner
Nick Tuttle, City Engineer
Debbie Johnson, Personnel Director
David Gregory, Public Utilities Dir.
Connie Kittrell, City Recorder
News Examiner Reporter
James Fenton, EDA Director

Councilman Steve Camp called the meeting to order.

Approval of Minutes

Councilman Camp presented the minutes of the June 24, 2014 Council Committee Meeting for approval.

Councilman Overton made motion to approve; Councilwoman Kemp second. Motion carried with 6 ayes and 0 nays.

Public Recognition

Councilman Camp called for public recognition.

Rick Murphy and Paige Brown of the Gallatin Chamber of Commerce thanked Council for their support and the city funds to promote/market Gallatin. They informed Council that the project is complete and then presented the 30 second TV commercial. Ms. Brown explained the plan for the entire marketing project.

There was discussion on the money appropriated by the city.

Vice Mayor John D. Alexander entered the meeting at this time.

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

Mayor's Comments

- Mayor Graves thanked everyone that worked on the July 4th Celebration to make that event such a great success.
- Thursday, July 10th "Music at the Market" will be held at the Farmers Market. Mike Scott will be performing from 6:30 PM to 8:30 PM.

Agenda

1. Discussion of 170 West Franklin Street Building

Police Chief Don Bandy stated the inspection reports have been received on the building at 170 West Franklin Street and there will be additional funds needed for repairs to the building. Chief Bandy stated City Maintenance Director Lyndon Satterfield inspected the building and recommended a new electric service, upgrading the heating/cooling unit, replacing the windows and replacing the roof at an estimated cost of \$38,168.

The owner of the building, Marie Offitt, was allowed to speak with no objection from Council.

Ms. Offitt stated she has a contract signed by the Mayor and City Attorney for a purchase price of \$133,000 from back in April. Ms. Offitt questioned the timing of the contract and the inspection order date.

Much discussion continued.

Council agreed to defer for two weeks to obtain a more defined cost of all needed repairs or improvements to the building. Councilman Mayberry also requested Chief Bandy check the foundation for water damage as stated on page 26 of the inspection report.

2. HomeSafe Proposal to Lease City Property on South Water

Scarlet McClaughlin, board member of HomeSafe spoke about the many services provided by HomeSafe. Ms. McClaughlin requested leasing the old Health Department Building from the city for a payment of \$1 per year for five (5) years.

Council discussed.

There was no motion to accept Ms. McClaughlin's offer.

3. Discussion of Old Sumner County Health Department Building on South Water

Council discussed and agreed on selling the property. Council also discussed the options of auctioning the property or accepting sealed bids. They determined that sealed bids are cheaper and discussed setting a minimum bid.

4. Paving the Driveway of the Old Sumner County Health Department Building

City Engineer Nick Tuttle stated he used the existing contract with Rogers Group and the city's cost for paving the driveway of the old Health Department building is approximately \$2,500.

Councilman Hayes stated it makes no sense to spend money on this property if we are going to sell the property.

Mayor Graves said we need to be a good neighbor and honor the county's agreement.

Discussion continued.

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

5. Lower Station Camp Creek Road

City Engineer Nick Tuttle reported the approximate costs for the calming options are \$20,000 and \$70,000 for repaving for a total of \$90,000.

Councilman Overton made motion to approve \$90,000; Councilwoman Kemp second.

Councilman Hayes asked Mr. Tuttle the cost of moving the cul-de-sac south. Mr. Tuttle stated there would be no cost for the calming devices and the paving would cost approximately \$108,000 and there would be less roadway to maintain.

There was more discussion on available property for the cul-de-sac, the county's agreement to not close the road, the county not maintaining the roadway and accessibility for fire engines.

Fire Chief Billy Crook stated he was not in favor of closing the road. Mayor stated she had asked Chief Crook earlier about closing the road and he had no problem with closing the road.

Discussion continued.

Councilman Hayes made motion to amend to approve \$108,000; Vice Mayor Alexander second. Motion failed with 2 ayes, 4 nays and 1 abstention. Councilman Hayes voted aye and Vice Mayor Alexander voted aye. Councilman Camp, Councilman Overton, Councilman Mayberry and Councilwoman Kemp voted nay. Councilwoman Brackenbury abstained.

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

Councilman Hayes left the meeting at this time.

6. Report on Internal Revenue Service Audit

Finance/IT Director Rachel Nichols provided Council with information on the IRS audit. Ms. Nichols explained the results of the audit.

There was much discussion on the take home vehicle policy, IRS rules, uniforms, Civic Center memberships, and gift cards.

Vice Mayor Alexander left the meeting at this time.

Ms. Nichols requested reporting the 2012 and 2013 benefits as employee unknown in place of issuing corrected W2's.

Discussion continued.

7. Discussion of Chapter 5 Buildings and Building Regulation Amendments

Building Official Chuck Stuart stated this is a two part discussion; code adoption and a new fee schedule. Mr. Stuart explained in great detail the code adoptions and changes in the new fee schedule.

Fire Inspector Ben Harris explained his handout on the many fire inspections of group homes, day care centers and beer permit holders.

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

8. Resolution Establishing Director of Information Technology

Human Resource Director Debbie Johnson presented this resolution establishing a Director of Information Technology.

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

9. Resolution to Revise the Employee Pay Plans

Human Resource Director Debbie Johnson presented this resolution to revise the employee pay plan to reflect a flat general wage increase of \$736 per grade/step.

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

10. New and Revised Job Descriptions and Pay Grades

Human Resource Director Debbie Johnson presented the new and revised job descriptions approved during the budget process.

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

Other Business

- EDA Director James Fenton provided Council with information of a change on the American Colors property.
- Councilman Overton referenced a letter from Commissioner Graves concerning Peach Valley Road. Councilman Overton asked Mayor Graves to get our new city attorney call the county attorney on this matter.

Department Head Reports

- City Planner Bill McCord said the Nashville MPO is updating the Long Range Plan and is requesting projects. The projects can be uncompleted projects or new projects. Mr. McCord stated he was looking at some projects and asked Council for their suggestions.
- Leisure Services Director David Brown presented three (3) events to be held in the pavilion at Triple Creek Park:

Supper in the Park on August 11

Ride for Food on October 11

Sumner County Democratic Party event on October 25

Councilwoman Brackenbury made motion to approve; Councilwoman Kemp second.

There was much discussion on why Mr. Brown was bringing this to Council.

Mayor Graves stated previous city attorney Joe Thompson and Mr. Brown designed a new process.

Discussion continued.

Councilman Mayberry called for the question.

Councilman Camp called for the vote. Motion carried with 5 ayes and 0 nays.

Discussion continued on amending this new process and this being a day to day operation and not a council decision.

- Councilwoman Brackenbury asked Leisure Services Director David Brown for a progress report on any new construction on the addition to the Civic Center.

Mr. Brown suggested accepting Barge, Waggoner, Sumner. Mayor Graves stated she had asked for more proposals and their credentials.

Councilwoman Kemp left the meeting at this time.

- Councilman Mayberry asked who decides the time for the noise permit. Leisure Services Director David Brown stated he decides.

Council Committee Minutes
July 8, 2014

- Finance/IT Director Rachel Nichols stated the tax rate ordinance will be on the next Council agenda for third reading. Ms. Nichols requested Council approve the tax rate.
- Human Resource Director Debbie Johnson stated she released the RFP on July 3rd and they are due July 21st.

Adjourn

With no other business to discuss Councilman Camp adjourned the meeting.

Mayor Jo Ann Graves

Connie Kittrell, City Recorder

**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:

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

July 22, 2014

DEPARTMENT: Police

AGENDA # 2

SUBJECT:

429 DeMoss - Request for Street Light

SUMMARY:

A resident on DeMoss has asked the City to install a streetlight at or near 429 DeMoss. The Police Department has visited the location during the day and evening and recommends that a light be installed. The gentleman who made the request is not able to attend the Council Committee Meeting. The Police Department has agreed to present this issue to Council for a vote. As determined in previous meetings, it is the City Council that must vote on installing new streetlights in already developed areas.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

**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:

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: Councilwoman Brackenbury

AGENDA # 4

SUBJECT:
Discussion of Funding for Parking Signs Downtown

SUMMARY:

RECOMMENDATION:

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 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
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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: