
**CITY OF GALLATIN
COUNCIL MEETING**

March 15, 2016

6:00 pm

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

- Call to Order – Mayor Brown
- Invocation–Pastor Tyrone Douglas
- Pledge of Allegiance – Councilwoman Brackenbury
- Roll Call: Alexander – Brackenbury – Camp – Vice Mayor Hayes – Kemp – Mayberry – Overton
- Approval of Minutes: February 16, 2016 City Council Meeting
- Public Recognition on Agenda-Related Items
- Mayor’s Comments

AGENDA

1. **Second Reading Ordinance No. O16Ø2-8** An ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning two (2) parcels (Tax Map 124//Parcels 046.01 and 046.02) totaling 61.48 (+/-) acres, from Planned General Commercial (PGC) to the Multiple Residential and Office (MRO) Zoning District, located north of Bison Trail and west of Big Station Camp Boulevard, and approving an amendment to the Hidden Creek Preliminary Master Development Plan for the Hidden Creek-Parkside Builders Residential Subdivision, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. **(Vice Mayor Hayes)**
2. **Second Reading Ordinance No. O16Ø2-9** An ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 2.37 (+/-) parcel (Tax Map 126G, Group A, Parcel 011.00), located at 554 West Main Street, from the Commercial Services (CS) Zoning District to the Planned General Commercial (PGC) Zoning District and approving a Preliminary Master Development Plan for Volunteer State Bank, authorizing the revision to the indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. **(Councilman Alexander)**
3. **Second Reading Ordinance No. O16Ø2-11** Ordinance appropriating additional funds in the amount of \$1,500,000.00 for natural gas line extensions under existing contract “Contract 2014 Annual Natural Gas Line Construction “ **(Councilwoman Brackenbury)**
4. **Second Reading Ordinance No. O16Ø2-13** Ordinance amending Gallatin Municipal Code Chapter 3, Alcoholic Beverages, Sec. 3-158 Permit Required for Engaging in Beer Business, amending the ordinance relative to Class IV, Special Event Permits and establishing a Downtown District **(Councilman Camp)**
5. **Second Reading Ordinance No. O16Ø3-14** Ordinance appropriating \$12,000.00 for paving parking lot at Cedar Grove Lake Access **(Councilman Overton)**

6. **Second Reading Ordinance No. O16Ø3-15** Ordinance appropriating \$3,086.22 from Water/Sewer Reserves to reimburse the owner of property located at 124 North Water Avenue, also known as 127 J.G. Bradley Place, Gallatin for damages caused by a water line break **(Councilwoman Kemp)**
7. **First Reading Ordinance No. O16Ø3-16** Ordinance appropriating 2016 General Obligation Bond in the amount of \$12,203,285.45 **(Councilman Mayberry)**
8. **First Reading Ordinance No. O16Ø3-17** Ordinance appropriating \$74,400 received from the State of Tennessee for training supplements **(Councilman Mayberry)**
9. **Resolution R16Ø3-12** Resolution authorizing donation of filing cabinets to the City of Westmoreland **(Vice Mayor Hayes)**
10. **Resolution R16Ø3-13** Resolution establishing a Right-of-Way Acquisition and Relocation Policy for the City to follow for the Nichols Lane Extension Project **(Councilman Overton)**
11. **Resolution R16Ø3-14** Resolution approving the Gallatin Housing Authority's proposed public housing plan for Sumner Gardens Apartments **(Councilman Overton)**
12. **Resolution R16Ø3-15** Resolution authorizing Mayor to execute a Feasibility Cost Share Agreement with the U.S. Army Corps of Engineers for the East Camp Creek Basin Flood Study **(Councilwoman Kemp)**

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

**City of Gallatin
City Council Meeting**

February 16, 2016

The Gallatin City Council met in regular session on Tuesday, February 16, 2016 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. Mayor Paige Brown called the meeting to order at 6:00 P.M. Councilman John D. Alexander led the opening prayer and the Pledge of Allegiance.

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

Present:

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

Absent:

Others Present

Zach Wilkinson, Public Works Director
Gallatin News, Reporter
David Brown, Leisure Services Dir.
News Examiner, Reporter
Connie Kittrell, City Recorder
David Gregory, Public Utilities Dir.
Nick Tuttle, City Engineer
Debbie Johnson, Human Resource Dir.

Rachel Nichols, Finance Director
Susan High-McAuley, City Attorney
Don Bandy, Police Chief
Bill McCord, City Planner
Lori Smiley, IT Director
Chuck Stuart, Building Codes Dir.
Tommy Dale, Assistant Fire Chief
James Fenton, EDA Director

Approval of Minutes

There were no minutes presented for approval.

Public Recognition on Agenda Related Items

Mayor Brown opened public recognition on agenda related items.

- George Phillips, representing Welch College, stated the extension of Jenkins Lane has been a concern for the college on that property for a very long time. Mr. Phillips said the college had always understood that whichever party built first on that property was obligated to bond and build the road from Upper Station Camp Creek Road all the way to Lower Station Camp Creek Road; the entire road. He said he has an agreement where the original developer agreed to pay for half the cost of running the road over the college property.

Mr. Phillips gave a history of reworking the plan and his concerns if the developer has to build half the road over the property. He said when the college builds on Phase 2 and Phase 3 years from now, that development will be completed. They will not be around to pay for half the cost agreed to pay to go over the college property.

- David Coode of Kimley Horn Associates representing the current option E on the property. Mr. Coode stated that the original developer that made those agreements is no longer a party to this.

Mr. Coode explained that when the land was purchased those elements were not part of the sale of the property. He said the plan is a good plan.

Mr. Coode requested Council discuss tonight, move ahead on first reading, and allow the next two weeks for all parties to determine the status of these agreements. He asked Council to continue the process to allow the opportunity to gather all the facts prior to second reading.

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

Mayor's Comments

Mayor Brown had no comments.

Agenda

1. Ordinance #O1601-7 - Second Reading

Councilman Overton presented this ordinance appropriating \$2,390.62 from surplus property sales.

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

2. Ordinance #O1602-8 - First Reading

Vice Mayor Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning two (2) parcels (Tax Map 124//Parcels 046.01 and 046.02) totaling 61.48 (+/-) acres, from Planned General Commercial (PGC) to the Multiple Residential and Office (MRO) Zoning District, located north of Bison Trail and west of Big Station Camp Boulevard, and approving an amendment to the Hidden Creek Preliminary Master Development Plan for the Hidden Creek-Parkside Builders Residential Subdivision, authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

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

City Planner Bill McCord distributed a memorandum to each Council member in regards to the Hidden Creek-Parkside Builders Rezoning and Preliminary Master Development Plan. The memo was from Mr. McCord and City Engineer Nick Tuttle.

Mr. McCord explained the memo.

Vice Mayor Hayes made motion to add the conditions stated in the memo; Councilman Overton seconded. Motion carried with 7 ayes and 0 nays.

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

Mayor requested this item be on next week's work session for more discussion.

3. Ordinance #O1602-9 - First Reading

Councilman Alexander presented this ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 2.37 (+/-) parcel (Tax Map 126G, Group A, Parcel

011.00), located at 554 West Main Street, from the Commercial Services (CS) Zoning District to the Planned General Commercial (PGC) Zoning District and approving a Preliminary Master Development Plan for Volunteer State Bank, authorizing the revision to the indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

Councilman Alexander made motion to approve; Councilwoman Brackenbury seconded.

Councilman Overton disclosed he has an indirect conflict because he works for Volunteer State Bank.

There was much discussion.

Councilwoman Kemp called for the question.

Mayor called for the vote. Motion carried with 4 ayes, 2 nays and 1 abstention. Councilman Overton, Councilwoman Brackenbury, Councilman Alexander and Councilwoman Kemp voted aye. Councilman Mayberry and Vice Mayor Hayes voted nay. Councilman Camp abstained.

Councilwoman Brackenbury requested this item be on next week's work session for more discussion.

4. Ordinance #O1602-10 - First Reading

Councilwoman Kemp presented this ordinance appropriating \$407,557 for Sewer Rehabilitation Contract 212.

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

5. Ordinance #O1602- 12 - First Reading

Councilman Mayberry presented this ordinance appropriating funds for improvements of railroad crossing located on S.R. 25 (Red River Road), W. Eastland Avenue, and S.R. 25 (Hartsville Pike).

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

6. Resolution #R1602-7

Councilman Camp presented this resolution reclassifying Superintendent of Public Works.

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

7. Resolution #R1602-9

Councilman Overton presented this resolution of City of Gallatin, Tennessee, authorizing the Industrial Development Board of the City of Gallatin to negotiate and accept Payment in Lieu of Ad Valorem Taxes and reaffirming the Payment in Lieu of Taxes (PILOT) Program previously adopted.

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

8. Resolution #R1602-10

Councilwoman Brackenbury presented this resolution reappointing Dave Jose to the Gallatin Industrial Development Board and the Gallatin Health Educational and Housing Facilities Board.

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

9. Downtown Crosswalk Update

Public Works Director Zach Wilkinson presented the options to repair the crosswalks in front of the library. Mr. Wilkinson also presented an estimated cost and projected life expectancy of each option.

Council discussed.

Councilman Mayberry made motion to approve the stamped concrete; Councilman Overton seconded. Motion carried with 7 ayes and 0 nays.

Other Business

Mayor Brown called for other business.

Councilman Overton requested the Gallatin Chamber be on the next work session.

Public Recognition on Non-Agenda Related Items

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

Adjourn

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

Mayor Brown adjourned the meeting at 6:34 P.M.

Mayor Paige Brown

City Recorder Connie Kittrell

AMENDED ORDINANCE NO. O16Ø2-8

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING TWO (2) PARCELS (TAX MAP 124//PARCELS 046.01 AND 046.02) TOTALING 61.48 (+/-) ACRES, FROM PLANNED GENERAL COMMERCIAL (PGC) TO THE MULTIPLE RESIDENTIAL AND OFFICE (MRO) ZONING DISTRICT, LOCATED NORTH OF BISON TRAIL AND WEST OF BIG STATION CAMP BOULEVARD, AND APPROVING AN AMENDMENT TO THE HIDDEN CREEK PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE HIDDEN CREEK-PARKSIDE BUILDERS RESIDENTIAL SUBDIVISION, AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property has submitted a complete application to amend the Hidden Creek Preliminary Master Development Plan on two (2) parcels totaling 61.48 (+/-) acres located in the City of Gallatin, Tennessee; and

WHEREAS, the property is located north of Bison Trail and west of Big Station Camp Boulevard and is zoned Planned General Commercial (PGC); and

WHEREAS, the Gallatin Municipal-Regional Planning Commission has reviewed and recommended approval of the amendment to the Hidden Creek Preliminary Master Development Plan in GMRPC Resolution No. 2016-07; and

WHEREAS, a public hearing was held following public notice as prescribed by the Gallatin Zoning Ordinance and Tenn. Code Ann. Section 13-7-203; and

WHEREAS, The City Council has approved by majority vote of the members present the rezoning request of the described property.

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

Section 1. The City Council of the City of Gallatin does hereby approve the Amended Preliminary Master Development Plan as described in Exhibit 'A'.

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

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

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

PASSED FIRST READING: February 16, 2016.

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

EXHIBIT 'A'

The Amended Preliminary Master Development Plan for Hidden Creek-Parkside Builders consists of a four (4) sheet plan prepared by Kimley-Horn and Associates, of Nashville, TN with Project No. 118123001, dated 1-13-16, with following conditions:

1. Amend the plan to add public sidewalks along Bison Trail and Big Station Camp Boulevard or alternative locations for pedestrian infrastructure.
2. The applicant shall determine if the Park areas associated with the Cottages (2.5 Story) will be included as common open space. If so, the parks need to match the open space labeling scheme.
3. An updated and revised traffic impact analysis shall be provided with the Final Master Development Plan. Access points proposed on this plan are subject to the findings and recommendations of the comprehensive traffic impact analysis.
4. Show cross-sectional detail of Big Station Camp Boulevard and Bison Trail and any access drives opposite of the proposed development.
5. No perpendicular parking will be allowed within public rights-of-way.
6. The proposed public roadway will be required to have a minimum 5-foot grass strip on both sides unless transitioning to meet adjacent development.
7. Clearly indicate all right-of-way widths for all proposed roadways on plan sheet C1-00.
8. Show relocated access for Gallatin Emergency Services from Big Station Camp Boulevard to proposed roadway along northern property line.
9. All roadways and intersections, public or private, shall meet all requirements of the Subdivision regulations and International Fire Code to adequately serve City trash pick-up as well as the fire department and other emergency services.
10. Parallel parking stalls along Jenkins Lane shall have a minimum of 10-feet of asphalt in addition to the 2-foot gutter pan.
11. The applicant shall add a note to the plan stating: “Jenkins Lane Extension Obligations: The developer(s) of Hidden Creek, located west of Big Station Camp Creek Boulevard, shall record a subdivision plat for the roadway and post a performance surety for the construction of Jenkins Lane from Lower Station Camp Creek Road to Big Station Camp Boulevard prior to the issuance of any building permits for either the Welch College Phase 2 as approved in Ordinance No. O1312-69, or Commercial Lot B as approved in Ordinance O0805-40.”
12. Submit three (3) corrected and folded copies (One (1) full sized and two (2) half-sized) of the PMDP to the Planning Department.

MEMORANDUM

To: Gallatin City Council

From: William D. McCord, City Planner
Nick Tuttle, City Engineer

Date: February 16, 2016

RE: Hidden Creek-Parkside Builders Rezoning and Preliminary Master Development Plan - Ordinance No. O1602-8

The Ordinance for the referenced rezoning does not include a condition similar to or contained in the previously approved or amended Preliminary Master Development Plans for the Hidden Creek area including specific language related to the obligation to complete Jenkins Lane.

The original PMDP (3-2-08) (Ordinance No. O0805-40) included a plan note stating:

JENKINS LANE EXTENSION OBLIGATIONS

SCENARIO 2:

THE DEVELOPER OF HIDDEN CREEK SHALL RECORD A SUBDIVISION PLAT FOR THE ROADWAY AND POST A PERFORMANCE BOND FOR THE CONSTRUCTION OF JENKINS LANE FROM LOWER STATION CAMP CREEK ROAD TO BIG STATION CAMP CREEK BOULEVARD PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR EITHER THE COLLEGE OR COMMERCIAL LOT A (sic B).

The Welch College Amendment to the Hidden Creek PMDP, initiated in 2013 and approved on second reading on February 24, 2015 (Ordinance No. O1312-69), added a plan note (condition) to the PMDP which states:

PRIOR TO ISSUANCE OF BUILDING PERMITS IN PHASE 2 OR PHASE 3 WEST OF BIG STATION CAMP BOUELVARD, THE JENKINS LANE EXTENSION SHALL BE COMPLETED.

The area described as Commercial Lot B in the original ordinance (No. O0805-40) is the same area referenced as Phase 3 in the later ordinance (No. O1312-69).

Council should consider adding the above conditions, with slight modifications*, as a condition of approval of pending Ordinance No. O1602-8 (Hidden Creek-Parkside Builders PMDP Amendment) after discussion of this item.

A private agreement (Reciprocal Easement Agreement) exists between the adjacent property owners that addresses the financial and construction obligations for constructing the Jenkins Lane extension.

* Require a Surety vs. a Performance Bond, Change reference to Commercial Lot A to Commercial Lot B.

9:40
2

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of the 14th day of August, 2008, by and between Franklin Farm Estates, LLC, a Tennessee limited liability company ("Franklin Farm") and, Free Will Baptist Bible College ("FWBBC").

WITNESSETH:

WHEREAS, Franklin Farm or its affiliates is the owner of certain real estate or has contractual rights to certain real estate situated in the City of Gallatin, County of Sumner, and State of Tennessee, as more particularly described on Exhibit A attached hereto ("Retained Property");

WHEREAS, FWBBC is the owner of certain real estate lying contiguous with and/or adjacent to Parcel I, as more particularly described on Exhibit B attached hereto ("Subject Property");

WHEREAS, the Retained Property and Subject Property are sometimes collectively referred to herein as the "Parcels" and individually as "Parcel";

WHEREAS, Franklin Farm and FWBBC desire to enter into this Agreement to provide for a reciprocal ingress, egress and construction easement with respect to the Parcels.

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

ARTICLE I - EASEMENTS

SECTION 1.1 The parties hereby establish a non-exclusive easement over each Parcel in favor of the other Parcel to permit the construction, maintenance and use of all apparatus necessary to provide utility services to a Parcel, including without limitation telephone, electricity, water, natural gas and storm and sanitary sewers, provided that the same are constructed, installed, maintained and repaired in compliance with all laws, orders, rules and regulations of any governmental or private authority having jurisdiction over same, including without limitation the requirements of any utility companies, and are constructed underground ("Improvements"). The dominant Parcel owner, in order to exercise its easement rights under this Section 1.1, must obtain the servient Parcel owner's approval of the plans and specifications for and the location of the Improvements the dominant Parcel owner intends to install on the servient Parcel, which approval shall not be unreasonably withheld, delayed or conditioned. In the event that the servient Parcel owner has not approved or rejected the plans and specifications of the dominant Parcel owner within thirty (30) days from the date that the servient Parcel owner receives the plans and specifications then the plans and specifications are deemed approved. Any disruption or demolition of a servient Parcel by reason of the use of this easement shall be kept to a minimum and shall not exceed one (1) day in duration unless such disruption or demolition cannot be reasonably completed within such one (1) day period, in which event the period will be extended to such time period as reasonably is required (00294857.1)

Ret Chicago Title
Franklin, TN

Pamela L. Whitaker, Register
Sumner County Tennessee
Rec #: 704915
Rec'd: 70.00 Instrument #: 891654
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 8/15/2008 at 9:40 AM
Total: 72.00 In
Record Book 3006 Pgs 206-219

and such area forthwith shall be restored as quickly as possible by the dominant Parcel owner to its original condition at no expense to the servient Parcel owner, with each party agreeing to reasonably cooperate with the other in scheduling of such work as to not unduly disrupt the operations of the servient Parcel.

SECTION 1.2 The parties hereby establish a non-exclusive easement over each Parcel in favor of the other Parcels to permit the temporary occupation of the servient Parcel in order to facilitate the construction or maintenance of the Improvements on the dominant Parcel, provided that the use of this easement shall be kept to a minimum and shall not unreasonably interfere with the construction or operation of the improvements on the servient Parcel, and further provided that this easement shall not permit the storage of materials or equipment on the servient Parcel. The temporary easement granted herein shall cease when the construction on the dominant Parcel is substantially completed.

SECTION 1.3 The parties agree that the "Road" that crosses the Parcels shall be installed within the general area shown on Exhibit C attached hereto and made a part hereof for all purposes subject to the following conditions:

- a) Franklin Farm shall dedicate that portion of the land required for site plan approval on the Retained Property to accommodate and allow for the construction of a public road for the extension of Jenkins Lane (the "Road") to be situated along the northern boundary of the Retained Property consisting of approximately a 75 foot right of way.
- b) Franklin Farm agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road to run across the Subject Property. The Franklin Farm shall reimburse FWBBC the Franklin Farm's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance of that portion of the Road built on the Subject Property. Notwithstanding anything herein to the contrary, if Franklin Farm begins development of the Retained Property before FWBBC begins development of the Subject Property, and Franklin Farm shall have the right to construct the Road on the Subject Property and FWBBC agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road to run across the Subject Property. In that event, FWBBC shall reimburse Franklin Farm the FWBBC's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance. The Franklin Farm shall pay the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road required for site plan approval on the Retained Property. The Franklin Farm agrees to post an irrevocable letter of credit within thirty (30) days from the date of the Closing to insure the performance of the Franklin Farm as it relates to paying for the costs of the construction of the Road that crosses the Subject Property naming the FWBBC as payee. The amount of the Franklin Farm's letter of credit shall be one half of the

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total estimate of costs for the construction of the Road on the Subject Property as prepared by the FWBBC's engineer. FWBBC represents that it shall have its engineer provide a reasonable estimate of cost prior to the Closing. Franklin Farm agrees to provide FWBBC, at no material cost to FWBBC and upon FWBBC's request, with excess raw materials produced from the site development of the Retained Property (including dirt and rocks) to the extent such excess raw materials are available. Franklin Farm shall notify FWBBC in writing of the availability of excess raw materials and FWBBC shall provide Franklin Farm written notice that it will accept the excess raw materials within fourteen (14) days from the date the FWBBC receives Franklin Farm's notification.

- c) FWBBC shall dedicate that portion of the land necessary to accommodate and allow for the construction of the Road to be situated along the northern boundary of the Subject Property consisting of approximately a 75 foot right of way.
- d) FWBBC agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road to run across the Subject Property. In the event that Franklin Farm constructs the Road then FWBBC shall reimburse Franklin Farm the FWBBC's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance of that portion of the Road built on the Subject Property. Notwithstanding anything herein to the contrary, if FWBBC begins development of the Subject Property before Franklin Farm begins development of the Retained Property, Franklin Farm agrees to pay one half of the costs of the construction and ongoing maintenance (for so long as such maintenance is not undertaken by the appropriate governmental authority) of the Road for that section of the Road that runs across the Subject Property to the point where the Road abuts the Retained Property. In that event, Franklin Farm shall reimburse FWBBC the Franklin Farm's share of such costs within sixty (60) days following submission of the corresponding bill or invoice; confirmation of the release of all liens; and appropriate governmental approval of such construction or maintenance. The FWBBC agrees to post an irrevocable letter of credit within thirty (30) days from the date of the Closing to insure the performance of the FWBBC as it relates to paying for the costs of the construction of the Road that crosses the Subject Property naming the Franklin Farm as payee. The amount of the FWBBC's letter of credit shall be one half of the total estimate of costs for the construction of the Road on the Subject Property as prepared by the FWBBC's engineer. FWBBC represents that it shall have its engineer provide a reasonable estimate of cost prior to the Closing.

SECTION 1.4 If FWBBC is required to pay for the costs of improving the utilities off site from the Subject Property that makes the delivery of the utilities to the Subject Property and the Retained Property possible, even if a Franklin Farm Upgrade is not required, then Franklin Farm agrees to pay its equitable share of such costs. In the alternative, if Franklin Farm is required to pay for the costs of improving the utilities off site from the Retained Property that makes the delivery of the utilities to the Retained Property and the Subject Property possible, even if a FWBBC Upgrade is not required, then FWBBC agrees to pay its equitable share of such costs.

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SECTION 1.5 Each Parcel owner shall indemnify, defend and hold harmless the other Parcel owner and their tenants and licensees from all claims, liens, damages and expenses, including without limitation reasonable attorneys' fees, arising out of its use of the easements created in this Article.

SECTION 1.6 Nothing herein shall create a gift or dedication to the public of, or otherwise create any rights of the public in, any portion of the easements created herein.

ARTICLE II - LIABILITY INSURANCE

SECTION 2.1 Through the date that the Improvements and the Road are substantially completed, the owner of each Parcel shall maintain comprehensive general liability insurance, including contractual liability coverage, naming the other Parcel owner as additional insured and providing coverage with a combined bodily injury, death and property damage limit of One Million Dollars (\$1,000,000) or more per occurrence to cover claims related to the easements granted herein. The owner of a Parcel shall provide the other Parcel owner, with a certificate of insurance, which certificate shall provide that the coverage referred to therein shall not be modified or cancelled without at least thirty (30) days written notice to each named insured thereunder.

ARTICLE III - DEFAULT

SECTION 3.1 Except as otherwise expressly set forth in this Agreement, should a Parcel owner breach any of its obligations hereunder and such breach continue for a period of thirty (30) days after its receipt of written notice, the other Parcel owner shall be entitled to cure such breach in addition to all remedies at law or in equity, provided that such party furnish prior notice to the other Parcel owner and further provided that no notice is required should the breach create an emergency or interfere with use of a Parcel. All reasonable expenses incurred by the other Parcel owner to cure the defaulting Parcel owner's uncured breach pursuant to the preceding notice shall be reimbursed by the defaulting Parcel owner within thirty (30) days after receipt of written evidence confirming the payment of such expenses with copies of any underlying invoices.

SECTION 3.2 In the event of litigation by reason of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees in addition to all other expenses incurred by such litigation.

ARTICLE IV - MISCELLANEOUS PROVISIONS

SECTION 4.1 Except as provided below, this Agreement may be terminated, rescinded, modified or altered only with the approval of the owners of the Parcels by filing an amendment hereto in the Office of the Register for Sumner County, Tennessee.

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SECTION 4.2 This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Parcels or their tenants or licensees.

SECTION 4.3 No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

SECTION 4.4 Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

SECTION 4.5 All notices, consents, waivers and other communications required or permitted to be given hereunder shall be in writing and addressed to a party at the last known address of its principal place of business, and shall be deemed to have been given (i) if personally delivered, upon actual receipt; (ii) if sent by registered or certified United States mail, return receipt requested, postage prepaid, three (3) business days after deposit with the United States Postal Service; (iii) if sent by a nationally recognized overnight delivery service for next day business delivery, on the first business day after deposit with the courier service (or the next business day thereafter if deposited with the courier service on a day other than a business day); or (iv) if transmitted by facsimile, upon confirmation of the facsimile transmission, provided that the original counterpart is sent by one of the methods of delivery identified in (i), (ii) or (iii) above on the same day. For the purposes of notice, the addresses of the parties shall be as follows:

If to Seller: Franklin Farm Estates, LLC
Box 380
695 Nashville Pike
Gallatin TN 37066
Attention: Dan Downs, Chief Manager

With A Copy to: R.H. Pursell
North, Pursell, Ramos & Jameson, PLC
Ste. 1850
414 Union Street
Nashville, TN 37219-1783
Phone: (615) 255-2555
Fax: (615) 255-0032
E-Mail: rpursell@ipijlaw.com

If to Buyer: Free Will Baptist Bible College
3606 West End Avenue
Nashville, TN 37205
Attention: J. Matthew Pinson

With A Copy To: George J. Phillips
Bone, McAllester & Norton PLLC
130 Maple Drive North -- Second Floor
Hendersonville, TN 37075
Phone: (615) 822-8822

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Fax: (615) 780-7979
E-Mail: gphillips@bonelaw.com

SECTION 4.6 This Agreement shall be governed by and construed according to the laws of the State of Tennessee. Venue and jurisdiction for any actions brought shall lie exclusively in the State Courts found in Sumner County, Tennessee, or to the extent applicable the Federal Courts in Nashville, Davidson County, Tennessee.

SECTION 4.7 All of the provisions hereof shall run with the land in perpetuity and shall be binding on the parties and their respective successors and assigns.

SECTION 4.8 This Agreement contains the entire undertaking by the parties hereto and there are no other terms, expressed or implied, except as contained herein.

[Balance of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first written above.

WITNESSES:

Franklin Farm Estates, LLC

By: [Signature]
Dan Downs, Chief Manager

Free Will Baptist Bible College

[Signature]
Thomas W. Pury Jr.

By: [Signature]
Its: President

Prepared by, and after recording return to:
R.H. Pursell, Esq.
North, Pursell, Ramos & Jameson, PLC
Suite 1850
Bank of America Plaza
414 Union Street
Nashville, TN 37219

STATE OF TENNESSEE)
COUNTY OF DANDY)

The actual consideration for this transfer
is \$-0-.

Affiant: [Signature]

Subscribed and sworn to before me, this
the 14th day of August 2008.

[Signature]
NOTARY PUBLIC
My Commission Expires: 5/22/2010

(Franklin Farm Acknowledgment)

STATE OF TENNESSEE
COUNTY OF 1 Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Dan Downs, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged that he is Chief Manager of Franklin Farm, LLC, a Tennessee limited liability company, that he is authorized by the company to execute the within instrument on its behalf, and who acknowledged that he executed the within instrument as such officer, on behalf of the Company, for the purposes therein contained.

Witness my hand and official seal, at office in Memphis, TN, this 14th day of August, 2008.

Patricia L. Sorey
Notary Public
My Commission Expires: 8/23/11



(FWBBC Acknowledgment)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, J. Matthew Pison, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged that he is President of FWBBC that he is authorized by the company to execute the within instrument on its behalf, and who acknowledged that he as such officer executed the within instrument, on behalf of the company, for the purposes therein contained.

Witness my hand and official seal, at office in Nashville, TN, this 14th day of August, 2008.

Jack F. Stringham II
Notary Public
My Commission Expires: 3/20/2010



EXHIBIT A
Description of Retained Property

All property of record in book 2209, Page ~~282~~²⁸³ owned by Franklin Farm Estates, LLC (the "Retained Property") and all property contiguous to Parcel II or in the vicinity of Parcel II as shown on the approved site plan that is owned by Franklin Farm Estates or in which Franklin Farm has contractual rights.

Record Bk 3006 Pg 201

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EXHIBIT B
Description of Subject Property

Being land lying in the 4th Civil District, of Sumner County, Tennessee, being a portion of Tax Map 124 Parcel 46.01 of said County and being property of Franklin Farm Estates, LLC of record in Record Book 2209 Page 283 at the Register's Office for Sumner County, Tennessee (R.O.S.C.,TN), and being bounded on the north by Stone Creek Phase One Subdivision of record in Plat Book 21, Page 265 (R.O.S.C.,TN), on the east by the remaining portion of the Franklin Farm Estates, LLC property (Map 124 Parcel 46.01), on the south by the northerly right-of-way of Bison Trail, on the west by the easterly right-of-way of Lower Station Camp Road, and being more particularly described as follows:

BEGINNING at an iron pin new in the easterly right-of-way of Lower Station Camp Road and being the northwestern corner of the Subject Tract and a common corner with the remaining portion of the Franklin Farm Estates property (Tract 1(B), said pin being S 51 deg. 15' 00" E, 28.30' from a concrete monument old in the easterly right-of-way of Lower Station Camp Road and being the southwestern corner of the Stone Creek Phase One Subdivision;
Thence leaving the right-of-way of Lower Station Camp Road and running with the remaining portion of Franklin Farm Estates (Tract 1(B)) along a private road for the following 4 calls;
Thence, N 66 deg. 40' 45" E, 212.43' to an iron pin new;
Thence, N 71 deg. 28' 52" E, 96.88' to an iron pin new;
Thence, N 81 deg. 49' 58" E, 567.83' to an iron pin new;
Thence, N 80 deg. 03' 34" E, 705.25' to an iron pin new;
Thence, leaving said private road with a new line across Franklin S 09 deg. 56' 26" E, 1492.55' to an iron pin new at the beginning of a curve to the left;
Thence, with said curve to the left, having a radius of 500.00', a delta angle of 14 deg. 03' 26", a chord bearing and distance of S 16 deg. 58' 09" E, 122.36', along an arc length of 122.67' to an iron pin new;
Thence, S23 deg. 59' 51" E, 152.66' to an iron pin new;
Thence, with said curve to the right, having a radius of 1000.00', a delta angle of 02 deg. 21' 01", a chord bearing and distance of S 22 deg. 49' 21" E, 41.02', along an arc length of 41.02' to an iron pin new;
Thence, S21 deg. 38' 50" E, 262.83' to an iron pin new in the northerly right-of-way line of Bison Trail;
Thence, with said northerly right-of-way line, S 66 deg. 00' 09" W, 382.80' to an iron pin new;
Thence, along a curve to the left having a radius of 500.00', a delta angle of 30 deg. 40' 58", a chord bearing and distance of S 50 deg. 39' 39" W, 264.57', along an arc length of 267.76' to an iron pin new;
Thence, leaving the right-of-way line of Bison Trail and running with said portion of the Sumner County Board of Education at the northeast corner of that portion of property conveyed to Sumner County of record in Record Book 1630, Page 711(R.O.S.C.,TN), that lies north of the said north right-of-way line of Bison Trail, for the following 9 calls;
Thence, S 66 deg. 00' 09" W, 33.59' to an iron pin old;
Thence, S 66 deg. 00' 09" W, 100.00' to a point in the center of a creek;
Thence, continuing with the Sumner County property with the meanders of a creek centerline for

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the following 7 calls;

Thence, S 88 deg. 26' 47" W, 29.15' to a point;

Thence, S 31 deg. 23' 07" W, 41.66' to a point;

Thence, S 62 deg. 08' 28" W, 58.32' to a point;

Thence, S 34 deg. 37' 45" W, 105.77' to a point;

Thence, S 21 deg. 38' 28" W, 134.04' to a point;

Thence, S 44 deg. 56' 24" W, 95.55' to a point;

Thence, S 07 deg. 22' 07" E, 176.79' to an iron pin new in the northerly right-of-way line of Bison Trail and in the easterly right-of-way of Lower Station Camp Road;

Thence, with said easterly right-of-way of Lower Station Camp Road, N 45 deg. 31' 36" W, 263.14' to an iron pin new;

Thence, along a curve to the right having a radius of 447.30', a delta angle of 06 deg. 48' 29", a chord bearing and distance of N 14 deg. 25' 08" W, 53.12', along an arc length of 53.15' to an iron pin new;

Thence, N 11 deg. 00' 52" W, 799.96' to an iron pin new;

Thence, along a curve to the left having a radius of 1351.00', a delta angle of 13 deg. 44' 16", a chord bearing and distance of N 17 deg. 53' 00" W, 323.15', along an arc length of 323.93' to an iron pin new;

Thence, N 24 deg. 45' 08" W, 149.52' to an iron pin new;

Thence, along a curve to the right having a radius of 485.50', a delta angle of 21 deg. 14' 59", a chord bearing and distance of N 14 deg. 07' 40" W, 179.03', along an arc length of 180.06' to an iron pin new;

Thence, N 03 deg. 30' 11" W, 160.28' to an iron pin new;

Thence, along a curve to the left having a radius of 611.60', a delta angle of 17 deg. 33' 50", a chord bearing and distance of N 12 deg. 17' 06" W, 186.75', along an arc length of 187.48' to an iron pin new;

Thence, N 21 deg. 04' 01" W, 192.07' to an iron pin new;

Thence, along a curve to the left having a radius of 446.10', a delta angle of 21 deg. 50' 16", a chord bearing and distance of N 31 deg. 59' 09" W, 169.00', along an arc length of 170.03' to an iron pin new;

Thence, along a curve to the left having a radius of 2540.50', a delta angle of 08 deg. 20' 42", a chord bearing and distance of N 47 deg. 04' 39" W, 369.69', along an arc length of 370.02' to an iron pin new;

Thence, N 51 deg. 15' 00" W, 52.15' to the POINT OF BEGINNING, containing 2,897,988 square feet or 66.53 acres, more or less.

BEING part of the same property conveyed to Franklin Farm Estates, LLC, a Tennessee limited liability company by deed from John S. Franklin and wife, Mary B. Franklin, E. Scott Dulin and wife, Erlene F. Dulin, Nancy Carol Franklin, William A. Franklin III and wife, Gail C. Franklin, Robert Marks Franklin and wife, Terry C. Franklin, Ruth Wren Franklin Wrigley and husband, James A. Wrigley, Eula Sammons Battle and husband, Thomas M. Battle, Susan S. Sullins and husband, William H. Sullins, Franklin Calame Sammons and wife, Diane P. Sammons, Robert A. Sammons, Jr and wife, Louis Sammons and William W. Sammons of record in Record Book 2209, page 283, Register's Office of Sumner County, Tennessee.

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EXHIBIT C
ROAD DESCRIPTION
(PROPOSED 75' ROADWAY EASEMENT)

Being land lying in the 4th Civil District, of Sumner County, Tennessee, being a portion of Tax Map 137 Parcel 6 and Tax Map 124 Parcel 46.02 of said County and being property for a proposed 75' Right-of-Way across lands of Franklin Farm Estates, LLC of record in Book 2209, Page 283 both at the Register's Office for Sumner County, Tennessee (R.O.S.C., TN), said strip of land being 75 feet in width lying 37.5' either side of the centerline more particularly described as follows:

Commencing at a concrete monument old on the easterly right-of-way of Lower Station Camp Road and being the northwestern corner of the subject Franklin Farm Estates, LLC tract and the southwestern corner of the Stone Creek Phase One Subdivision;

Thence, with said easterly right-of-way of Lower Station Camp Road, S 51 deg. 15' 00" E, 80.45' to a point;

Thence, along a curve to the right having a radius of 2540.50', a delta angle of 08 deg. 20' 42", a chord bearing and distance of S 47 deg. 04' 39" E, 369.69', along an arc length of 370.02' to a point;

Thence, along a curve to the right having a radius of 446.10', a delta angle of 21 deg. 50' 16", a chord bearing and distance of S 31 deg. 59' 09" E, 169.00', along an arc length of 170.03' to an iron pin new;

Thence, S 21 deg. 04' 01" E, 14.66' to a point opposite the centerline intersection of Jenkins Lane as it intersects Lower Station Camp Road from the west, this being the true Point of Beginning for the centerline of proposed right-of-way;

Thence, along a curve to the left having a radius of 300.00', a delta angle of 34 deg. 02' 15", a chord bearing and distance of N30 deg. 50' 15" E, 175.61', along an arc length of 178.22' to a point,

Thence, N 17 deg. 53' 42" E, 165.00' to a point;

Thence, along a curve to the right having a radius of 385.00', a delta angle of 67 deg. 00' 00", a chord bearing and distance of N46 deg. 33' 34" E, 424.99', along an arc length of 450.21' to a point;

Thence, N 80 deg. 03' 34" E, 705.25' to a point in the common line of said Franklin Farm Estates, LLC and Hidden Creek, LLC properties and containing 2.58 acres, more or less.

The Parties acknowledge that there may be additional easements or variations to the location of the site of the Road on the Subject Property as may be required by the appropriate governmental authorities or engineering and that the description herein may be amended to reflect those changes. The Parties further agree that the FWBBC in its reasonable discretion, may vary the location of the Road on the Subject Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Franklin Farm and that the description herein may be amended to reflect those changes. The Parties further agree that the Franklin Farm in its reasonable discretion, may vary the location of the Road on the Retained Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Franklin Farm and that the description herein may be amended to reflect those changes.

The Parties acknowledge that there may be additional easements or variations to the location of
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the site of the Road on the Subject Property as may be required by the appropriate governmental authorities or engineering and that the description herein may be amended to reflect those changes. The Parties further agree that the Buyer in its reasonable discretion, may vary the location of the Road on the Subject Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Seller and that the description herein may be amended to reflect those changes. The Parties further agree that the Seller in its reasonable discretion, may vary the location of the Road on the Retained Property as long as such changes do not materially impact the approval of the Subject Property Site Plan or increase the costs of the Road to the Seller and that the description herein may be amended to reflect those changes.

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**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

FEBRUARY 23, 2016

DEPARTMENT: PLANNING Department

AGENDA # 3

SUBJECT:

Discuss amended Ordinance No. O16O2-8, an ordinance of the City of Gallatin, Sumner County, Tennessee, amending the zoning on 61.48 (+/-) acres from Planned General Commercial (PGC) District to Multiple Residential and Office (MRO) District with a Preliminary Master Development Plan.

SUMMARY:

An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning an approximate 61.48 (+/-) acre parcel, from Planned General Commercial (PGC) to Multiple Residential and Office (MRO), and approval of a Preliminary Master Development Plan for Hidden Creek - Parkside Builders Residential Subdivision, located west of Big Station Camp Boulevard and north of Bison Trail; authorizing the revision to be indicated on the official Zoning Atlas; Repealing conflicting ordinances; Providing for severability; and Providing an effective date.

On January 25, 2016 the Gallatin Municipal-Regional Planning Commission recommended approval of GMRPC Resolution 2016-08. (PC File# 3-1422-15)

At the February 16, 2016 Council meeting, the Council voted to amend the Ordinance prior to passing it at first reading. The attached Ordinance reflects the actions of the Council and requires that a note be added to the Hidden Creek- Parkside Builders Plan addressing the scheduling of construction of Jenkins Lane. The note is slightly different than the original plan note since it incorporates amendments made when the Welch College PMDP was approved.

The Council requested that this item be scheduled for additional discussion concerning the construction scheduling of Jenkins Lane across the property and the adjacent Welch College property. The note was placed on the previous approved PMDP in 2008 and is still applicable to the development. Only specific changes identified on the most current PMDPs apply. This plan note is not in conflict with the PMDP approved in 2008. The same note can be placed on the Hidden Creek-Parkside Builders plan (See attachment). When the Welch College PMDP and FMDP was approved a modification to the plan only required construction of Jenkins Lane at a time when Welch College develops Phase 2 or when the adjacent parcel is developed. This did not affect the obligation for the adjacent parcel developer to construct the road provided that a building permit was first applied for by the developer of the adjacent property or the Welch College Phase 2. If Phase 2 of Welch College were to apply for a permit before the adjacent parcel developer then the roadway would have to be completed prior to development of the adjacent property. A private " Reciprocal Easement Agreement" (attached) describes the financial obligations of the participants to construct the roadway.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE NO. 01602-9

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING A 2.37 (+/-) ACRE PARCEL (TAX MAP 126G, GROUP A, PARCEL 011.00), LOCATED AT 554 WEST MAIN STREET, FROM THE COMMERCIAL SERVICES (CS) ZONING DISTRICT TO THE PLANNED GENERAL COMMERCIAL (PGC) ZONING DISTRICT AND APPROVING A PRELIMINARY MASTER DEVELOPMENT PLAN FOR VOLUNTEER STATE BANK, AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of property submitted a complete application to rezone a 2.37 (+/-) acre parcel with a preliminary master development plan located at 554 West Main Street, Gallatin, Tennessee; and

WHEREAS, the property to be rezoned is currently zoned Commercial Services (CS); and

WHEREAS, the Gallatin Municipal-Regional Planning Commission reviewed and recommended approval of the proposed rezoning in GMRPC Resolution 2016-06; and

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

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

Section 1. The City Council of the City of Gallatin does hereby approves the rezoning of a 2.37 (+/-) acre parcel from the Commercial Services (CS) zoning district to the Planned General Commercial (PGC) zoning district as described in Exhibit 'A' and approves the Preliminary Master Development Plan as described in Exhibit 'B'.

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

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

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This Ordinance shall take effect upon final passage, the public welfare requiring such.

PASSED FIRST READING: 2/16/2016

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

EXHIBIT 'A'

Legal Description – Tax Map Parcel 126G/A/011.00, 2.37 (+/-) Acres

Boundary Description

for

Volunteer State Bank

554 West Main Street

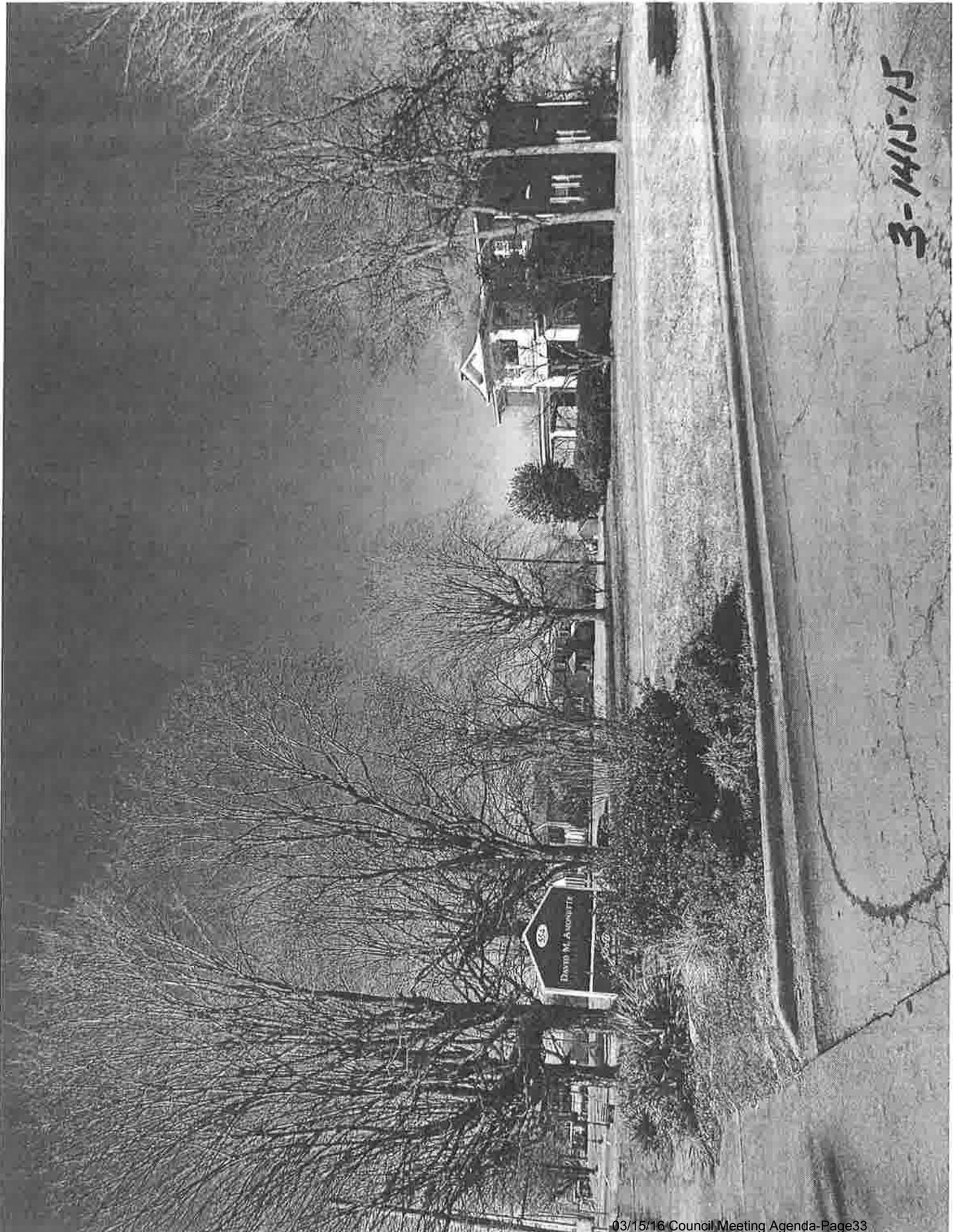
Gallatin, TN

Being a lot located on Map 126G, Group A, Parcel 11.00; beginning at the most southerly property corner at the intersection of West Main Street and Tulip Poplar Drive; thence N 55°04'37" E a distance of 149.76'; thence N 30°15'56" W a distance of 670.55'; thence S 68°45'00" W a distance of 152.75'; thence S 30°23'44" E a distance of 706.65'; which is the point of beginning, having an area of 103327.52 square feet, 2.37 (+/-) acres.

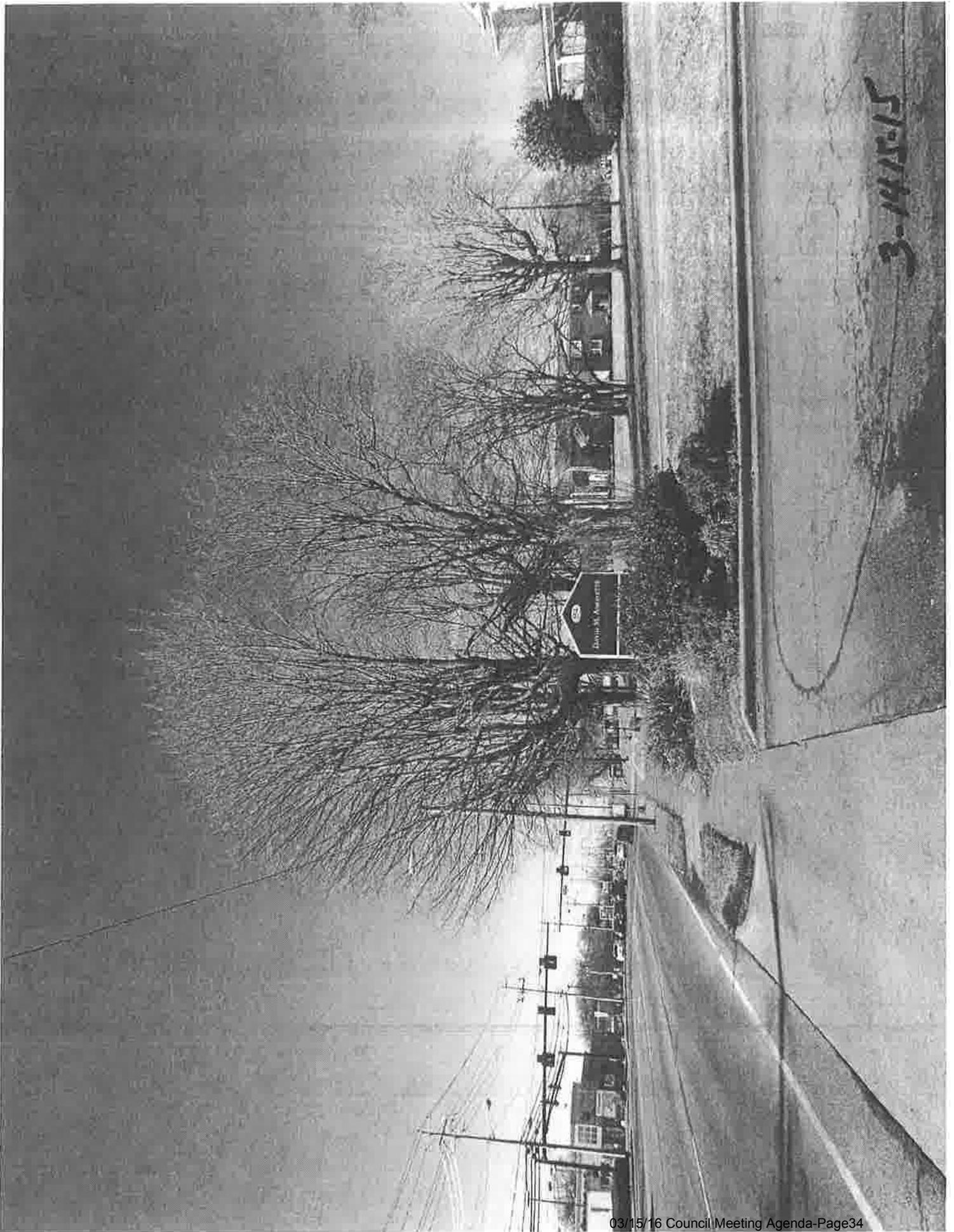
EXHIBIT 'B'

The rezoning shall be substantially consistent with the Preliminary Master Development Plan for Volunteer State Bank, consisting of a five (5) sheet plan, prepared by Klober Engineering Services of Springfield, TN, with project No. C07215 dated December 23, 2015, received February 1, 2016 and the Architectural Elevations and Materials for Volunteer State Bank, consisting of a four (4) sheet plan, prepared by Lyle-Cook-Martin Architects of Clarksville, TN, dated December 28, 2015 and dated January 14, 2016, received February 1, 2016 with the following conditions:

1. Extend the six (6) foot wide sidewalk along the future proposed extension of Tulip Poplar Drive.
2. Provide the appropriate length for the approach taper on the future proposed extension of Tulip Poplar Drive.
3. Submit five (5) corrected and folded copies, of the Preliminary Master Development Plan for Volunteer State Bank, including one (1) full size and four (4) half size copies to the Planning Department.



3-1415-15





3-11-16

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

FEBRUARY 23, 2016

DEPARTMENT: PLANNING Department

AGENDA # 4

SUBJECT:

Discussion of Ordinance No. O1602-9 an ordinance of the City of Gallatin, Sumner County, Tennessee, amending the zoning on 2.37 (+/-) acre parcel from Commercial Services (CS) District to Planned General Commercial (PGC) District with a Preliminary Master Development Plan.

SUMMARY:

An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 2.37 (+/-) acre parcel (Tax Map 126G, Group A, Parcel 011.00), from Commercial Services (CS) to Planned General Commercial (PGC), and approval of a Preliminary Master Development Plan for Volunteer State Bank, located at 554 West Main Street; authorizing the revision to be indicated on the official Zoning Atlas; Repealing conflicting ordinances; Providing for severability; and Providing an effective date.

On January 25, 2016 the Gallatin Municipal-Regional Planning Commission recommended approval of GMRPC Resolution 2016-06. (PC File# 3-1415-15)

At the February 16, 2016 Council Meeting, the Council requested that this item be scheduled for to discuss the possibility of preserving four trees on the proposed Volunteer State Bank site. The trees are located on the front of the property adjacent to West Main Street. Photographs of these trees is provided in the attachment.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$1,500,000.00 FOR NATURAL GAS LINE EXTENSIONS UNDER EXISTING CONTRACT "CONTRACT 2014 ANNUAL NATURAL GAS LINE CONSTRUCTION"

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$1,500,000.00 is hereby appropriated from the natural gas reserve to be added to the existing "2014 Annual Natural Gas Line Construction" contract with James N. Bush Construction Co., Inc. for the installation of natural gas mains and services in various areas of the City.

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

PASSED FIRST READING: March 1, 2016.

PASSED SECOND READING: _____, 2016.

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCCAULEY
CITY ATTORNEY

JAMES N. BUSH CONSTRUCTION, INC.

P.O. Box 808
Cookeville, TN 38503

Telephone: (931) 526-3223
Fax: (931) 528-3419

February 16, 2016

Mr. David Gregory
City of Gallatin Gas Department
239 Hancock Street
Gallatin, TN 37066

Re: 2014 Annual Gas Line Construction

Dear Mr. Gregory:

This letter is for the purpose of confirming that James N. Bush Construction, Inc. is agreeable to an addition to the 2014 Annual Gas Line Construction contract in the amount of \$1,500,000.00. This addition amount is based upon the contract unit pricing contained in the 2014 Annual Gas Line Construction contract.

Sincerely,

James N. Bush Construction, Inc.



Steve Watts, VP

cc: Mr. David Kellogg

NATURAL GAS MAINS AND SERVICES
COMPLETED ANNUAL CONTRACT "2014"
MARCH, 2015 – JANUARY, 2016
(11 MONTHS)

- 546 new gas services
- 42,960 ft. of ¾" service lines
- 662 ft. of 1" service lines
- 30,000 ft. of 2" mains to subdivisions and extensions
- 733 ft. of 4" mains
- 34 = 2" ball valves
- 13 = 2" hot taps
- 4,606 ft. of 2" uncased bore
- 1,010 ft. of 2" directional bore
- 90 ft. of 2" rock bore
- 353 ft. of 4" rock bore

GAS MAIN EXTENSIONS

410 ft. 2" -Gateway Drive (American Colors)
135 ft. 2" -Enterprise Drive (Greenlea & Vol State College)
120 ft. 2" -Relocation Peach Valley Road (County Road Project)
700 ft. 2" -Newman Downs, Phase 3
928 ft. 2" -Chambers Circle
600 ft. 2" -Vol State Community College
210 ft. 2" -Hillside Drive
1,775 ft. 2" -Fairway Farms, Phase 3, Section 1C
755 ft. 2" -Cairo Road & Monticello
300 ft. 2" -Robertson Road
804 ft. 2" -Blue Jay Way
4,078 ft. 2" - Douglas Lane
557 ft. 2" -Nashville Pike (Ford Dealership)
676 ft. 2" -Service to Beretta Plant
2,585 ft. 2" -Twin Eagles Subdivision, Phase 11A & 12A
1,085 ft. 2" -Foxland Subdivision (Albatross Way)
675 ft. 2" -Hilton Road
1,722 ft. 2" -St. Blaise Retreat (Montrose)
1,850 ft. 2" -Foxland Subdivision (Vinings Blvd.) Phase 3, Section 2
2,409 ft. 2" -Hunt Club Subdivision (Higginson Place N. & Hunt Club Blvd.)
1,007 ft. 2" -Foxland Subdivision (Vinings Blvd.)
2,259 ft. 2" -Carellton, Phase 2B
3,243 ft. 2" -Kansas Lane
300 ft. 2" - Hunt Club
817 ft. 2" & 4" -Carellton Subdivision, Phase 2B

Total Amount Completed to Date

\$1,840,261.58 (11 months)

SUBDIVISIONS/PROJECTS
Proposed or Under Construction

Foxland
Carellton
Kennesaw Farms
Green Farms
Twin Eagles
Cambridge Farms – The Reserve
Clearlake Meadows
Elk Acres
Cumberland Place North
Saint Blaise Estates
Fairway Farms
Lennox Place
The Retreat at Fairvue
Oak Hill
Spencer Springs
Hunter Pointe
Jennings Park
Estates of Fairway Heights
Baywood Pointe
Hidden Creek
Foxland Crossing
The Residence at Gallatin
Greensboro Village – Commercial
Welch College
Enoch Hills
Savannah
Shutes Lane 4" Extension

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

[February 23, 2016]

DEPARTMENT: Utilities

AGENDA # 1

SUBJECT:

Ordinance #O1602-11 Appropriating and authorizing additional funding in the amount of \$1,500,000.00 for 2014 Gas Line Construction

SUMMARY:

Ordinance authorizing and appropriating additional funds in the total amount of \$1,500,000.00 from Natural Gas Reserves for "2014 Annual Gas Line Construction" in various areas of the City.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

ORDINANCE NO. 01602-13

**ORDINANCE AMENDING GALLATIN MUNICIPAL CODE CHAPTER 3,
ALCOHOLIC BEVERAGES, SEC. 3-158 PERMIT REQUIRED FOR ENGAGING
IN BEER BUSINESS, AMENDING THE ORDINANCE RELATIVE TO CLASS
IV, SPECIAL EVENT PERMITS AND ESTABLISHING A DOWNTOWN
DISTRICT**

WHEREAS, it is deemed in the public interest to amend the Gallatin Municipal Code from time to time; and

WHEREAS, The Gallatin Beer Board has recommended to the Mayor and City Council that the City of Gallatin Municipal Code be amended regarding Special Event Beer Permits and establishing a Downtown District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the Gallatin Municipal Code, Chapter 3, Alcoholic Beverages, Section 3-158, is hereby amended as follows:

1. By deleting Section 3-158(b)(4) in its entirety and replacing it with the following:
 - (4) *Class IV – Special Event/Temporary Permit.* Special event permits may be issued by the Beer Board after payment of a \$50.00 (Fifty Dollar) fee under the following circumstances and governed by the following provisions:
 - (a) *One event permit for private businesses:* Temporary beer licenses or permits not to exceed 24-hour duration may be issued by the Beer Board at the request of the applicant upon the same conditions governing permanent permits. Such a temporary license or permit shall be limited to three events per business in any 12-month period. Special event permits/temporary license for private businesses shall not allow the sale, storage or manufacture of beer on publicly owned property.
 - (b) *One event permits for nonprofit organizations:* A temporary license authorizing the sale of beer on public property may be issued to a bona fide charitable or nonprofit organization or bona fide political organization, subject to the approval of the appropriate governmental authority charged with the management of such publicly owned property and the Beer Board. Documents showing evidence of the type of organization shall be submitted with the application. Such a temporary license or permit shall be limited to three events per organization in any 12-month period. For purposes of this section, bona fide charitable or nonprofit organization means any corporation which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.

(c) *Multiple event permit for nonprofit organizations:* Subject to the submission of a proper application and the payment of the application fee, the Beer Board is authorized and empowered in its discretion to issue special event permits to bona fide charitable or nonprofit organization for special events for a maximum of ten (10) events in any 12-month period. No single special event shall be longer than forty-eight (48) hours in duration. The Beer Board may issue a special event permit under such terms, conditions, rules and regulations as the beer board may establish which are not inconsistent with state law regulating the sale of beer. For purposes of this section, bona fide charitable or nonprofit organization means any corporation which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.

(d) *Notice of intent to conduct a special event.* Any person, organization or other entity with a special event license conducting an event during which beer is to be sold shall provide at least 30 days' advance written notice to the Beer Board, with a copy to the City Recorder, of the intent to conduct such a special event. The notice required by this part shall include, but not necessarily be limited to, the following information:

1. Date and time of the event;
2. The sponsor of the event;
3. The specific location where any beer is to be sold outside;
4. Any plans for proposed temporary closure of public rights-of-way;
5. Plans for security and policing of the event;
6. The anticipated number of persons attending the event;
7. Plans for clean up during and after the event;
8. Plans for sanitary facilities and for safety inspections as determined needed by the fire department;
9. Indemnification: For events held on public property, a written agreement that will indemnify and hold the city, its officials and employees harmless from any claim resulting from the event; and
10. Liability insurance: For events held on public property, provide to the city from an insurance company authorized to do business in the state a comprehensive general liability insurance policy, applicable to the serving of beer at the event and providing insurance coverage for all liabilities

including death, personal injury or property damage, arising out of, or in any way related to, the event described, in the amount of \$1,000,000.00 combined single limits. Such insurance shall be in a form satisfactory to the city's risk manager, shall include an endorsement naming the city as additional insured under the coverage afforded, shall be primary and noncontributing with respect to any other insurance available to the city, shall contain a severability of interest (cross liability) clause, and shall require the insurer to provide to the city at least 30 days' prior notice of cancellation. Proof of such insurance, also in a form satisfactory to the city's risk manager, shall be filed with the risk manager prior to the date of the event of the sponsoring organization.

Upon receipt of the notice as required in this subsection (d), the proposed special event shall be placed on the agenda of the Beer Board for its next regularly scheduled meeting following receipt of the notice, and the sponsor of the proposed event shall send a representative or representatives (a representative of the business, nonprofit organization and/or professional organization running the event, if applicable) to the Beer Board meeting to address any questions or issues arising out of the proposed special event.

(e) *The Downtown District:* The Beer Board is hereby authorized and empowered in its discretion to permit the sale of beer in the downtown district for special events, the downtown district being the area bounded by N. Water Ave. from E. Franklin St. to E. Main St and the Public Square, excluding E. Main St. to a bona fide charitable or nonprofit organization holding a Class IV(b) or (c) special event permit at such times and events and under such terms, conditions, rules and regulations as the Beer Board may establish which are not inconsistent with state law regulating the sale of beer, and including the temporary closure of public rights-of-way within the area with the express permission and cooperation of the City Council and the regulations regarding temporary closure of public rights-of-way. It shall not be a violation of Sec. 12-23 of the Municipal Code to consume alcoholic beverages in the Downtown District sold at a special event when a class IV permit has been issued by the Beer Board.

(f) *Purchase from source other than licensee prohibited.* No charitable, nonprofit, political organization, or business possessing a special event permit shall purchase for sale or distribution beer from any source other than a licensee as provided pursuant to state law.

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

PASSED FIRST READING: March 1, 2016.

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

February 23, 2016

DEPARTMENT: City Attorney

AGENDA #

SUBJECT:

Amend Gallatin Municipal Code Chapter 3, Alcoholic Beverages Sec. 3-158

SUMMARY:

Amending Gallatin Municipal Code Chapter 3, Alcoholic Beverages, Section 3-158, regarding Special Event Beer Permits and establishing a Downtown District.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

One minor revision has been made to the Ordinance following approval of the 2/23 work session. Language has been added at the conclusion of Subsection (e) to confirm consumption is not a violation of the Open Container Ordinance set out in Gallatin Municipal Code 12-23 in the Downtown District during a special event, if a permit has been issued.

ORDINANCE APPROPRIATING \$12,000.00 FOR PAVING PARKING LOT AT
CEDAR GROVE LAKE ACCESS

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$12,000.00 is hereby appropriated from the General Fund unassigned balance to account 110-44720-320, Park Maintenance Operating Supplies for paving materials.

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

PASSED FIRST READING: March 1, 2016.

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCCAULEY, CITY ATTORNEY

ORDINANCE NO. 01603-15

ORDINANCE APPROPRIATING \$3,086.22 FROM WATER/SEWER RESERVES TO REIMBURSE THE OWNER OF PROPERTY LOCATED AT 124 NORTH WATER AVENUE, ALSO KNOWN AS 127 J.G. BRADLEY PLACE, GALLATIN FOR DAMAGES CAUSED BY A WATER LINE BREAK

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$3,086.22 is hereby appropriated from the Water/Sewer Reserves to reimburse the owner of property located at 124 North Water Avenue, also known as 127 J.G. Bradley Place, Gallatin, for damages caused by a water line break on or around December 1, 2016.

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

PASSED FIRST READING: March 1, 2016.

PASSED SECOND READING: _____.

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

ORDINANCE APPROPRIATING 2016 GENERAL OBLIGATION BOND
IN THE AMOUNT OF \$12,203,285.45

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$11,040,000 is hereby appropriated from the 2016 GO Bond Proceeds, account 313-36920, and \$1,163,285.45 is hereby appropriated from the 2016 GO Bond Premium, account 313-36910, for the following projects:

Albert Gallatin Ave/Hattentrack Rd, 31441670-931-46, \$6,000,000.00

S Water improvements (Smith - Maple), 31441670-931-73, \$1,500,000.00

Airport & Coles Ferry Roads intersection, 31441670-931-152, \$500,000.00

Anthony St drainage, 31441670-934-43, \$500,000.00

Fire Hall #5 construction, 31442220-922, \$1,800,000.00

Airport Rd (Gregory Dr - Hartsville Pk), 31441670-931-161, \$500,000.00

Additional paving list, 31441670-931-35, \$180,000.00

Bond expenses, 31441670-692, \$123,145.50

Bond premium available, 31441670-693, \$1,100,139.95; and

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

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

3/8/2016

DEPARTMENT: Finance

AGENDA #

SUBJECT:

Appropriate 2016 GO Bond

SUMMARY:

Ordinance to appropriate funds received from 2016 GO bond sale for various projects

RECOMMENDATION:

approve

ATTACHMENT:

<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	Ordinance

<input type="checkbox"/>	Correspondence
<input type="checkbox"/>	Contract

<input type="checkbox"/>	Bid Tabulation
<input type="checkbox"/>	Other

Approved	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>
Deferred	<input type="checkbox"/>

Notes:

ORDINANCE APPROPRIATING \$74,400 RECEIVED FROM
THE STATE OF TENNESSEE FOR TRAINING SUPPLEMENTS

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$74,400 is hereby appropriated from revenues received from the State of Tennessee Training Supplement, account # 110-33420, to the Police Department Training Supplement account, #11042110-129, for post certified officer supplements in the amount of \$40,800 and to the Fire Department Training Supplement account, 11042220-129, in the amount of \$33,600, and;

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

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

3/8/2016

DEPARTMENT: **Finance**

AGENDA #

SUBJECT:

Appropriate State of TN training supplement

SUMMARY:

Ordinance to appropriate State police and fire training supplements

RECOMMENDATION:

approve

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION AUTHORIZING DONATION OF FILING CABINETS
TO THE CITY OF WESTMORELAND

WHEREAS, pursuant to T.C.A. § 12-3-1005, Tennessee municipalities are authorized to transfer property by gift to other Tennessee municipalities; and

WHEREAS, the City of Gallatin has excess filing cabinets that are no longer needed due to electronic storage usage; and

WHEREAS, the City of Westmoreland has requested donation of twelve (12) four-drawer filing cabinets; and

WHEREAS, T.C.A. § 12-3-1005 requires the governing body to pass a resolution authorizing the transfer of such hose;

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE that twelve (12) four-drawer filing cabinets valued at \$600.00 are hereby transferred to the City of Westmoreland;

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

IT IS SO ORDERED:

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY

City of Westmoreland

1001 Park Street • P.O. Box 8
Westmoreland, TN 37186

Jerry Kirkman, Mayor
Kelly Moran, City Recorder

Phone: 615.644.3382
Fax: 615.644.3950

March 1, 2016

JR Smith
Purchasing Agent
City of Gallatin

Mr. Smith,

I appreciate your meeting with me yesterday to look at the file cabinets and partitions that you have available. After speaking with our Mayor and the other department heads, I would like to ask if the City of Gallatin would be so generous as to donate 12 four drawer file cabinets to the City of Westmoreland.

Thank you,



Kelly Moran
City Recorder
City of Westmoreland

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

3/8/2016

DEPARTMENT: Finance

AGENDA #

SUBJECT:

Resolution to donate surplus items to City of Westmoreland

SUMMARY:

Resolution to donate 12 surplus 4-drawer filing cabinets to the City of Westmoreland

RECOMMENDATION:

approve

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION NO. R1603-13

**RESOLUTION ESTABLISHING A RIGHT-OF-WAY ACQUISITION AND
RELOCATION POLICY FOR THE CITY TO FOLLOW FOR THE NICHOLS
LANE EXTENSION PROJECT**

WHEREAS, the City is currently acquiring right-of-way for the Nichols Lane Extension Project and the project will not be using any Federal or State money. Because of this, the City is not required to follow any Federal or State guidelines outside of Eminent Domain laws and will need to adopt a Right-Of-Way Acquisition and Relocation Policy in order to establish relocation benefits for Property Owners and Tenants for this project.

WHEREAS, the City considers the Federal Uniform Act and TDOT's Right-Of-Way Acquisition and Relocation Policy to be a fair and thorough policy and would like to use those policies as the City's with the exception of calculating all relocation benefits using 12 months instead of 42 months; and

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the City will follow the Federal Uniform Act and TDOT's Right-Of-Way Acquisition and Relocation Policy, with the exception of calculating relocation benefits using a period of 12 months, for the Nichols Lane Extension Project.

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

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

March 8, 2016

DEPARTMENT: Engineering

AGENDA # 4

SUBJECT:

Resolution Establishing a Right-Of-Way Acquisition and Relocation Policy for the Nichols Lane Extension Project

SUMMARY:

The Engineering Division is currently acquiring ROW for the Nichols Lane Extension Project. Since this project is funded using City money and not Federal or State money, the City will need to adopt a policy to follow in order to establish relocation benefits for the property owners and tenants.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes:

RESOLUTION APPROVING THE GALLATIN HOUSING AUTHORITY'S PROPOSED PUBLIC HOUSING PLAN FOR SUMNER GARDENS APARTMENTS

WHEREAS, it is the purposes of the Gallatin Housing Authority (GHA) to provide decent, safe, and sanitary housing for qualified persons in the City of Gallatin who cannot otherwise afford decent, safe, and sanitary housing; and

WHEREAS, the GHA proposes to reassign nineteen (19) public housing units that benefit from GHA's annual contribution contract with the U.S. Department of Housing and Urban Development to Sumner Gardens Apartments, located at 146 Coles Ferry Road, Gallatin, Tennessee; and

WHEREAS, pursuant to Tenn. Code Ann. Sec. 13-20-104(e)(1) the GHA has requested that the Gallatin City Council approve GHA's proposed public housing plan; and

WHEREAS, the City Council finds that GHA's proposed plan is sufficiently complete to indicate its relationship to definite local objectives of appropriate land use and providing decent, safe, and sanitary housing for persons of low income; and

WHEREAS, notice of this proposal was published for three consecutive weeks in a local publication and a public hearing to share details with interested parties was held at GHA's office on March 11, 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gallatin meeting in regular session on this 15th day of March, 2016, that this body, based upon the request of the Gallatin Housing Authority, and pursuant to the requirements of Tenn. Code Ann. Sec. 13-20-104(e)(1), hereby approves the Gallatin Housing Authority's proposed plan as sufficiently complete to indicate its relationship to definite local objectives of appropriate land use and providing decent, safe, and sanitary housing for persons of low income.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY

RESOLUTION AUTHORIZING MAYOR TO EXECUTE A FEASIBILITY COST SHARE AGREEMENT WITH THE U.S. ARMY CORPS OF ENGINEERS FOR THE EAST CAMP CREEK BASIN FLOOD STUDY

WHEREAS, The City of Gallatin previously entered into a Federal Interest Determination Agreement with the U.S. Army Corps of Engineers to determine interest in a feasibility study for flood risk management at East Camp Creek Basin. The City now must now sign the Feasibility Cost Share Agreement for this study. The cost share is 50-50 and is estimated to cost the City \$610,000 over the course of 4 fiscal years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the City will enter into a 50-50 cost share agreement with the U.S. Army Corps of Engineers for the flood risk management feasibility study for the East Camp Creek Basin.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Feasibility Cost Share Agreement with the U.S. Army Corps of Engineers upon approval of the agreement from the City Attorney.

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

IT IS SO ORDERED.

AYE:

NAY:

ABSTAIN:

DATE:

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
The City of Gallatin, TN
FOR THE
Gallatin Flood Risk Management Study

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Engineer, Nashville District (hereinafter the “District Engineer”) and the City of Gallatin, TN (hereinafter the “Non-Federal Sponsor”), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, Section 205 of the Flood Control Act of 1948, Public Law 80-858, as amended (33 U.S.C. 701s; hereinafter “Section 205”) authorizes a feasibility study for flood risk management at East Camp Creek Basin, Gallatin, TN;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Study” means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for flood risk management at East Camp Creek Watershed at Gallatin, TN.

B. The term “shared study costs” means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to, the Government’s costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes

required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions. The term does not include any costs for dispute resolution; for participation in the Study Coordination Team; for audits; for an Independent External Peer Review panel, if required; or for negotiating this Agreement. The term also does not include the first \$100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first \$100,000 of costs for the Study incurred by the Government.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor shall perform or provide any in-kind contributions in accordance with applicable Federal laws, regulations, and policies.

B. The Non-Federal Sponsor shall contribute 50 percent of the shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article and the first \$100,000 of the costs incurred by the Government that are excluded from shared costs, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall include in the shared study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of the shared study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in the shared study costs or the maximum Federal study cost.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in the shared study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, the shared study costs are projected to be \$1,220,000, with the Government's share of such costs projected to be \$610,000 and the Non-Federal Sponsor's share of such costs projected to be \$610,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, LRN H3" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has

deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the shared study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon conclusion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study will be terminated if a Detailed Project Report is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such

payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that

waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Office of the Mayor
132 West Main Street
Gallatin, TN 37066

If to the Government:

U.S. Army Corps of Engineers, Nashville District
Project Manager
110 9th Avenue South, Room A405
Nashville, Tn 37203

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

City of Gallatin, Tennessee

BY: _____
Stephen F. Murphy
Lieutenant Colonel, U.S. Army
District Engineer

BY: _____
Paige Brown, Mayor
City of Gallatin

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer of the City of Gallatin, TN, that the City of Gallatin, TN is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Gallatin, TN in connection with the Gallatin Flood Risk Management Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the City of Gallatin, TN have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20__.

Susan High-McAuley
City of Gallatin Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paige Brown
City of Gallatin, Mayor

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Paige Brown, do hereby certify that I am the Chief Financial Officer of the City of Gallatin, TN (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Gallatin Flood Risk Management Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Feasibility Cost Share Agreement.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of

_____, _____.

BY: _____

TITLE: City of Gallatin, Mayor

DATE: _____

**CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA**

March 8, 2016

DEPARTMENT: Engineering

AGENDA # 5

SUBJECT:

EAST CAMP CREEK WATERSHED SECTION 205 (TOWN CREEK FLOOD REDUCTION)

SUMMARY:

The USACOE is at a point to propose the Feasibility Cost Share Agreement (attached) for the design for improvements to reduce flooding along Town Creek in the downtown area of Gallatin. The draft project management plan is available for viewing in the Engineering Office or can be emailed if requested. Attached is an excerpt from the draft PMP that contains a funding summary for the project.

The USACOE will make a presentation of the project at the meeting.

RECOMMENDATION:

ATTACHMENT:

Resolution
 Ordinance

Correspondence
 Contract

Bid Tabulation
 Other

Approved
Rejected
Deferred

Notes: