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**CITY OF GALLATIN  
COUNCIL COMMITTEE MEETING**

**March 24, 2015**

**6:00 p.m.**

**Dr. J Deotha Malone  
Council Chambers**

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- Call to Order – Vice Mayor Hayes
- Roll Call: Alexander – Brackenbury – Camp – Kemp – Mayberry – Overton– Mayor Brown
- Approval of Minutes: February 10, 2015 and February 24, 2015 Council Committee Meetings
- Public Recognition
- Mayor's Comments

**AGENDA**

1. Ordinance Amending Zoning on 10.525 (+/-) Acres from Agricultural Residential (A) Zone District to Multiple Residential and Office (MRO) Zone District with a Preliminary Master Development Plan for Long Hollow Farms Subdivision **(Councilman Steve Camp)**
2. Project Island PILOT **(James Fenton, Executive Director of EDA)**
3. Resolution Reassigning Animal Control Duties from Public Works Department to Gallatin Police Department **(Don Bandy, Police Chief)**
4. Ordinance Appropriating Funds to Implement the 2015 Compensation Plan **(Councilman Ed Mayberry)**
5. Approving New Job Description for Data Quality Control Specialist **(Chuck Stuart, Building Official)**
6. Water Sewer Revenue Bond Resolution **(Rachel Nichols, Director of Finance)**
7. Ordinance Appropriating Revenue from Sign Shop Sale **(Nick Tuttle, City Engineer)**
8. Stormwater Ordinance **(Nick Tuttle, City Engineer)**
9. Adventure Tourism Districts **(Mayor Paige Brown)**

- Other Business
- Department Head Reports
- Adjourn

## City of Gallatin Council Committee Meeting

Tuesday, February 10, 2015  
Dr. J. Deotha Malone Council Chambers

### 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:

Rosemary Bates, Special Projects Director  
Rachel Nichols, Finance Director  
Ronnie Stiles, Public Works Director  
David Gregory, Public Utilities Dir.  
David Brown, Leisure Services Director  
Susan High McAuley, City Attorney  
Bill McCord, City Planner  
Lori Smiley, IT Director

Russ Steinike, Codes Dept.  
Debbie Johnson, Human Resource Dir.  
Don Bandy, Police Chief  
Connie Kittrell, City Recorder  
News Examiner Reporter  
Nick Tuttle, City Engineer  
Gallatin News Reporter  
James Fenton, EDA Director

Councilman Steve Camp called the meeting to order.

### Approval of Minutes

Councilman Camp presented the minutes of the January 13, 2015 Council Committee Meeting for approval. Councilman Overton made motion to approve; Councilwoman Brackenbury second. Motion carried with 7 ayes and 0 nays.

### Public Recognition

Councilman Camp called for public recognition.

- Joe Debord of 1007 Hart Street spoke about having breakfast at Longhorns Restaurants to sponsor the GHS Cheerleaders and recycling aluminum pans and all recyclables.
- Police Chief Don Bandy honored Reserve Officer Michael Carman and Officer Darren Rager for their dedication and professionalism. Chief Bandy stated they went that extra mile to assist this individual; it's not always about arrests and citations but about going beyond.

### **Mayor's Comments**

Mayor Brown had no comments

### **Agenda**

#### **1. PIN 112515.00 GreenLea Extension from SR 386 to Long Hollow Pike**

Mayor Brown provided Council with the letter she received from TDOT on February 9, 2015 stating they can accept two separate payments but it would delay the project. The letter also stated they would look into the reasons behind the increase in the construction estimate to ensure it is accurate.

There was much discussion.

Council requested Mayor Brown to keep them updated on this issue.

#### **2. Resolution Approving Use of City-Owned Right-of-way for Street Tree Installation for Fairvue Plantation Homeowners Association**

City Planner Bill McCord explained the request of the Fairvue Plantation Homeowners Association to enter into an Indemnity and Hold Harmless Agreement with the city to allow them to plant trees in the right-of-way. They are requesting to extend them to additional streets.

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

#### **3. Ordinance Amending Zoning on One Parcel and One Platted Lot and Approving a Preliminary Master Development Plan for Clear Lake Meadows, Section 6**

City Planner Bill McCord presented this request.

Council discussed traffic issues and the developer contributing to any traffic solution.

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

**4. Information Technology Department Status Update**

IT Director Lori Smiley provided council with a handout for the Information Technology Department Status Update. Ms. Smiley explained the handout and the concerns, needs, and future plans. She also provided options for council to review.

Council discussed.

Councilwoman Kemp left the meeting at this time.

Councilman Mayberry made motion to approve Option #4; Councilman Overton second. Motion carried with 6 ayes and 0 nays.

**5. Barber Associates Benchmarking Study**

Economic Director James Fenton provided council with a handout and presented an informational PowerPoint presentation on the Benchmarking Analysis.

**6. Grant for Rose Mont**

Councilman Camp introduced Rose Mont Board Member John Glover. Mr. Glover explained the need for maintenance on the chimneys at Rose Mont.

Council discussed.

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

**7. Ordinance Appropriating and Authorizing Additional Funding for 2012 Gas Line Construction**

Public Utilities Director David Gregory presented this ordinance.

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

**8. Reclassification of Two Public Works Employees and Renaming "Sanitation" to Environmental Services" for All Public Works Positions Formerly Referred to as Sanitation**

Human Resource Director Debbie Johnson presented and explained this item.

Council discussed.

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

#### **9. Gallatin Chamber Marketing Grant**

Mayor Brown introduced the new Chamber Executive Director Kim Myers.

Ms. Myers provided handout material for council. Ms. Myers presented the request for \$40,000 for marketing Gallatin. She also highlighted details of the handout.

Mayor Brown explained the license plate.

Council discussed.

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

Councilman Overton disclosed he is currently on the Chamber of Commerce Board but he is not paid for his services and will vote on this item.

Much discussion continued.

Councilman Camp called for the vote. Motion carried with 6 ayes and 0 nays.

#### **10. Peach Valley Road**

City Engineer Nick Tuttle provided council with photographs of Peach Valley Road adjacent to the borrow pit utilized for the construction of SR 109. Mr. Tuttle explained guidelines for warranted guardrails. Mr. Tuttle also informed council that this section of Peach Valley Road lies outside the City limits.

Council discussed and directed City Attorney Susan High-McAuley to contact Sumner County to install guardrails in this area.

#### **Other Business**

Councilman Camp called for other business.

- Police Chief Don Bandy requested permission for City Attorney Susan High-McAuley to approve the agreement with Sumner Station as a store front office space for Gallatin Police Zone Officers/staff.

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

- Councilman Mayberry asked IT Director Lori Smiley about departments not using Munis software. Ms. Smiley stated she would look at this.
- Councilman Mayberry asked Finance Director Rachel Nichols if the city had remitted the \$80,000 from the Recorder's office to the State of Tennessee. Ms. Nichols stated no funds had been sent to the State at this time. She added that she needs authorization from Ms. Kittrell's office because that's where the funds were budgeted.

Discussion continued.

Councilman Mayberry stated that he wanted it on record to send the money.

- Councilwoman Brackenbury stated the bid for the downtown signage is over \$9,000. She added that there was only one bid due to the installation cost.

Council continued to discuss other options and explore rebidding.

- Mayor Brown asked council members if they were willing to use electronic agendas to save time and money.
- Gallatin Chamber of Commerce Executive Director Kim Myers presented the Shamrock Run on March 14 with the same route as last year and the money goes to Gallatin schools teachers. Ms. Myers asked for street closures and support services from the city.

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

Ms. Myers stated most businesses will be closed due to the time of the event. She asked council to accept written notifications from the businesses.

- Councilwoman Brackenbury stated she had received emails concerning departments and employees. She encouraged all employees to work together with teamwork.

Committee Minutes  
February 10, 2015

**Department Head Reports**

Councilman Camp called for Department Head Reports and there were none.

**Adjourn**

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

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Mayor Paige Brown

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Connie Kittrell, City Recorder

## City of Gallatin Council Committee Meeting

Tuesday, February 24, 2015  
Dr. J. Deotha Malone Council Chambers

### PRESENT:

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

### ABSENT:

### OTHERS PRESENT:

Rosemary Bates, Special Projects Director  
Rachel Nichols, Finance Director  
Ronnie Stiles, Public Works Director  
David Gregory, Public Utilities Dir.  
David Brown, Leisure Services Director  
Susan High McAuley, City Attorney  
Bill McCord, City Planner  
Lori Smiley, IT Director

Chuck Stuart, Building Codes Dir.  
Debbie Johnson, Human Resource Dir.  
Don Bandy, Police Chief  
Connie Kittrell, City Recorder  
News Examiner Reporter  
Nick Tuttle, City Engineer  
Gallatin News Reporter  
Tommy Dale, Assistant Fire Chief

Councilman Steve Camp called the meeting to order.

### Approval of Minutes

Councilman Camp presented the minutes of the January 27, 2015 Council Committee Meeting for approval. Councilman Overton made motion to approve; Councilman Alexander second. Motion carried with 7 ayes and 0 nays.

### Public Recognition

Councilman Camp called for public recognition.

- Joe Debord of 1007 Hart Street spoke about the following:
  - the recent ice storm and the need to have employees trained; and have the proper equipment on their vehicles
  - keeping the streets cleared to get adequate things to and from the market place
  - the truck route away from any railroad crossing
  - landowner pay for materials for sidewalks in their neighborhoods and the city do the work

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

### Mayor's Comments

Mayor Brown had no comments.

### Agenda

#### **1. Ordinance Rezoning a Parcel from Planned General Commercial District to Mixed Use District and Approving a Preliminary Master Development Plan for Gross Builders-Hidden Creek**

City Planner Bill McCord presented this request by the developer for rezoning and approval of the Preliminary Master Development Plan to create some commercial lots that would front on Big Station Camp Boulevard as well as a 444 unit multi-family complex to be built behind the commercial lots. Mr. McCord gave the history of the Planning Commission approvals and recommendations.

There was much discussion.

Tony Stevenson, representing Gross Builders, gave information on the price points of the units.

Chief Executive Officer Charlie Lowe of Ragan Smith Associates gave a power point presentation on this project.

Council continued to discuss.

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

**2. Ordinance Waiving Tap Fees for Habitat for Humanity**

Public Utilities Director David Gregory stated this is waiving the tap fees for two properties for Habitat for Humanity.

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

**3. Ordinance Amending Chapter 5, Article III, Section 5-58 of the Gallatin Municipal Code, Amendments to International Building Code**

Building Codes Official Chuck Stuart presented this ordinance request.

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

**Other Business**

Councilman Camp called for other business.

- Mayor Brown presented Resolution #R1503-9 appointing Craig Hayes to replace Anne Kemp on the Gallatin Pension Committee. Mayor stated Councilwoman Kemp resigned from the pension committee.

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

- Mayor Brown explained the Sumner County Resource Authority land fill issues. Mayor informed council that the city will be financially responsible for part of that issue.

Vice Mayor Hayes stated that financial amount is still uncertain at this time.

- Councilman Overton suggested Council authorize Human Resource Director Debbie Johnson start the search process for the Fire Chief position.

**Department Head Reports**

Councilman Camp called for Department Head Reports.

- Building Codes Official Chuck Stuart requested a new position for Munis software. He stated this position would be a property management position and job descriptions will be coming soon.

Mr. Stuart informed Council that he will be bringing quarterly reports on permitting, inspections and relevant data to council for their review. He added that these reports support the need for additional personnel in several departments. He said he's waiting on the salary/benefits study.

There was more discussion.

- Finance Director Rachel Nichols provided council with the December and January financial reports.
- Councilwoman Brackenbury had questions/concerns on the employees that worked on the snow days. Mayor Brown stated she is working on that to create a policy and she tried to be consistent with the County and State.

Councilwoman Anne Kemp left the meeting at this time.

City Attorney Susan High-McAuley explained there will be a plan for a short term solution and a plan for a long term solution for essential and non-essential employees.

Discussion continued.

### Adjourn

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

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Mayor Paige Brown

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Connie Kittrell, City Recorder

Committee Minutes  
February 24, 2015

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

MARCH 24, 2015

**DEPARTMENT:** Councilman Steve Camp

**AGENDA #** |

**SUBJECT:**

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

**SUMMARY:**

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

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**ORDINANCE NO. O1501-3**

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

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

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

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

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

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

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

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

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

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

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

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: 3/3/2015

PASSED SECOND READING:

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MAYOR PAIGE BROWN

ATTEST:

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CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

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SUSAN HIGH-MCAULEY  
CITY ATTORNEY

## EXHIBIT 'A'

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

BEGINNING at an iron pin set in the southerly margin, 25 feet from the center line of Harris Lane, the most northwest corner of this tract, and being a corner to Randall Glenn Jones (deed book 357, page 302); thence, with said Harris Lane, S58 deg. 43 min. 11 sec. E, a distance of 102.20 feet to the point of curvature of a non-tangent curve, concave to the southwest, having a radius of 523.53 feet a central angle of 22 deg. 58 min. 33 sec., and a chord of 208 53 feet bearing N 47 deg. 43 min. 46 sec. W; thence southeast along said curve, a distance of 209.34 feet to an iron pin set in the margin of said Harris Lane, a corner to tract 7; thence, leaving said Harris Lane, S 8 deg. 48 min 44 sec. W, a distance of 1590.15 feet to an iron pin set; thence, N 82 deg. 43 min. 08 sec. W, a distance of 246.57 feet to an iron pin set in the line of said Jones; thence, with said Jones, N 8 deg. 08 min. 00 sec. E, a distance of 1850.91 feet to the point of beginning, containing 10.53 acres, more or less, and being described as Tract No.8 according to a survey by Ray G. Cole, Registered Land Survey No. 924. Dated June 3, 1998.

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

## **EXHIBIT 'B'**

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

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT:** EDA

**AGENDA #** 2

**SUBJECT:**  
Project Island PILOT

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

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT: POLICE**

**AGENDA 3**

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

**SUMMARY:**

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

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**Notes:**

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

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

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

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

**IT IS SO ORDERED.**

PRESENT AND VOTING:

AYE:

NAY:

DATED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT:** Councilman Mayberry

**AGENDA # 4**

**SUBJECT:**

Ordinance No. O1503-21 appropriating funds in the amount of \$97,596.67 to implement the 2015 Compensation Plan

**SUMMARY:**

This ordinance passed first reading unanimously on March 17, 2015. Councilman Mayberry asked that it be placed on this Committee agenda for further discussion.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

ORDINANCE NO. O15Ø3-21

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

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

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

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

PASSED FIRST READING: March 17, 2015

PASSED SECOND READING:

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MAYOR PAIGE BROWN

ATTEST:

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CONNIE KITTRELL, CITY RECORDER

APPROVED AS TO FORM:

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SUSAN HIGH-MCAULEY, CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

MARCH 24, 2015

**DEPARTMENT:** Building Department

**AGENDA # 5**

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**SUBJECT:**

APPROVING NEW JOB DESCRIPTION FOR DATA QUALITY CONTROL SPECIALIST

**SUMMARY:**

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

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**Notes:**

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

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

New            Data Quality Control Specialist    Pay Grade M

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

IT IS SO ORDERED.

PRESENT AND VOTING

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

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

DATED:

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **Data Quality Control Specialist**

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

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

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

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

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

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

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

### **EDUCATION AND EXPERIENCE:**

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

### **SPECIAL REQUIREMENTS:**

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

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

3/24/2015

**DEPARTMENT:** Finance

**AGENDA # 6**

**SUBJECT:**

Water sewer revenue bond resolution

**SUMMARY:**

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

**RECOMMENDATION:**

approval

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

CITY OF GALLATIN, TENNESSEE  
CURRENT WATER AND SEWER DEBT SERVICE

FY	Series 2008 Water & Swr Improvement			Series 2011 Refunding and Improvement			Series 2014 Refunding and Improvement			Total Debt Service		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2016	800,000	1,067,800	1,867,800	260,000	262,148	522,148	570,000	201,300	771,300	1,630,000	1,531,248	3,161,248
2017	850,000	1,037,800	1,887,800	270,000	253,548	523,548	565,000	187,125	752,125	1,685,000	1,478,473	3,163,473
2018	900,000	1,003,800	1,903,800	280,000	245,298	525,298	560,000	167,450	727,450	1,740,000	1,416,548	3,156,548
2019	955,000	967,800	1,922,800	405,000	235,023	640,023	265,000	149,625	414,625	1,625,000	1,352,448	2,977,448
2020	990,000	929,600	1,919,600	420,000	222,648	642,648	265,000	136,375	401,375	1,675,000	1,288,623	2,963,623
2021	1,035,000	887,525	1,922,525	430,000	209,898	639,898	270,000	123,000	393,000	1,735,000	1,220,423	2,955,423
2022	1,075,000	846,125	1,921,125	440,000	196,848	636,848	275,000	109,375	384,375	1,790,000	1,152,348	2,942,348
2023	1,120,000	797,750	1,917,750	450,000	183,498	633,498	285,000	95,375	380,375	1,855,000	1,076,623	2,931,623
2024	1,180,000	741,750	1,921,750	460,000	169,848	629,848	315,000	80,375	395,375	1,955,000	991,973	2,946,973
2025	1,240,000	682,750	1,922,750	490,000	155,598	645,598	325,000	64,375	389,375	2,055,000	902,723	2,957,723
2026	1,300,000	620,750	1,920,750	505,000	141,304	646,304	330,000	49,650	379,650	2,135,000	811,704	2,946,704
2027	1,365,000	555,750	1,920,750	520,000	126,560	646,560	340,000	37,950	377,950	2,225,000	720,260	2,945,260
2028	1,435,000	487,500	1,922,500	535,000	110,401	645,401	355,000	27,525	382,525	2,325,000	625,426	2,950,426
2029	1,505,000	415,750	1,920,750	555,000	93,023	648,023	365,000	16,725	381,725	2,425,000	525,498	2,950,498
2030	1,580,000	340,500	1,920,500	570,000	74,599	644,599	375,000	5,625	380,625	2,525,000	420,724	2,945,724
2031	1,660,000	261,500	1,921,500	590,000	54,869	644,869				2,250,000	316,369	2,566,369
2032	1,740,000	178,500	1,918,500	615,000	33,781	648,781				2,355,000	212,281	2,567,281
2033	1,830,000	91,500	1,921,500	635,000	11,509	646,509				2,465,000	103,689	2,568,689
Total	\$22,560,000	\$11,914,450	\$34,474,450	\$8,430,000	\$2,780,401	\$11,210,401	\$5,460,000	\$1,451,850	\$6,911,850	\$36,450,000	\$16,146,701	\$52,596,701

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

FY	Series 2011 Refunding and Improvement			Series 2014 Refunding and Improvement			Series 2015 Refunding			Total Debt Service		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2016	260,000	262,148	522,148	570,000	201,300	771,300	1,065,000	560,092	1,625,092	1,895,000	1,023,540	2,918,540
2017	270,000	253,548	523,548	565,000	187,125	752,125	840,000	808,188	1,648,188	1,675,000	1,248,861	2,923,861
2018	280,000	245,298	525,298	560,000	167,450	727,450	880,000	782,988	1,662,988	1,720,000	1,195,736	2,915,736
2019	405,000	235,023	640,023	265,000	149,625	414,625	925,000	756,588	1,681,588	1,595,000	1,141,236	2,736,236
2020	420,000	222,648	642,648	265,000	136,375	401,375	950,000	728,838	1,678,838	1,635,000	1,087,861	2,722,861
2021	430,000	209,898	639,898	270,000	123,000	393,000	980,000	700,338	1,680,338	1,680,000	1,033,236	2,713,236
2022	440,000	196,848	636,848	275,000	109,375	384,375	1,010,000	670,938	1,680,938	1,725,000	977,161	2,702,161
2023	450,000	183,498	633,498	285,000	95,375	380,375	1,035,000	640,638	1,675,638	1,770,000	919,511	2,689,511
2024	460,000	169,848	629,848	315,000	80,375	395,375	1,070,000	609,588	1,679,588	1,845,000	859,811	2,704,811
2025	490,000	155,598	645,598	325,000	64,375	389,375	1,125,000	556,088	1,681,088	1,940,000	776,061	2,716,061
2026	505,000	141,304	646,304	330,000	49,650	379,650	1,180,000	499,838	1,679,838	2,015,000	690,792	2,705,792
2027	520,000	126,560	646,560	340,000	37,950	377,950	1,240,000	440,838	1,680,838	2,100,000	605,348	2,705,348
2028	535,000	110,401	645,401	355,000	27,525	382,525	1,305,000	378,838	1,683,838	2,195,000	516,764	2,711,764
2029	555,000	93,023	648,023	365,000	16,725	381,725	1,365,000	313,588	1,678,588	2,285,000	423,336	2,708,336
2030	570,000	74,599	644,599	375,000	5,625	380,625	1,435,000	245,338	1,680,338	2,380,000	325,562	2,705,562
2031	590,000	54,869	644,869				1,505,000	173,588	1,678,588	2,095,000	228,457	2,323,457
2032	615,000	33,781	648,781				1,580,000	98,938	1,678,938	2,195,000	132,119	2,327,119
2033	635,000	11,509	646,509				1,630,000	50,938	1,680,938	2,255,000	62,447	2,317,447
<b>Total</b>	<b>\$8,430,000</b>	<b>\$2,780,401</b>	<b>\$11,210,401</b>	<b>\$5,460,000</b>	<b>\$1,451,850</b>	<b>\$6,911,850</b>	<b>\$21,120,000</b>	<b>\$9,015,579</b>	<b>\$30,135,579</b>	<b>\$35,010,000</b>	<b>\$13,247,830</b>	<b>\$48,257,830</b>

proposed with  
no new money

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

FY	Series 2011 Refunding and Improvement			Series 2014 Refunding and Improvement			Series 2015 Refunding and \$5MM			Total Debt Service		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2016	260,000	262,148	522,148	570,000	201,300	771,300	1,065,000	679,975	1,744,975	1,895,000	1,143,423	3,038,423
2017	270,000	253,548	523,548	565,000	187,125	752,125	965,000	988,013	1,953,013	1,800,000	1,428,686	3,228,686
2018	280,000	245,298	525,298	560,000	167,450	727,450	1,010,000	959,063	1,969,063	1,850,000	1,371,811	3,221,811
2019	405,000	235,023	640,023	265,000	149,625	414,625	1,060,000	928,763	1,988,763	1,730,000	1,313,411	3,043,411
2020	420,000	222,648	642,648	265,000	136,375	401,375	1,085,000	896,963	1,981,963	1,770,000	1,255,986	3,025,986
2021	430,000	209,898	639,898	270,000	123,000	393,000	1,120,000	864,413	1,984,413	1,820,000	1,197,311	3,017,311
2022	440,000	196,848	636,848	275,000	109,375	384,375	1,155,000	830,813	1,985,813	1,870,000	1,137,036	3,007,036
2023	450,000	183,498	633,498	285,000	95,375	380,375	1,185,000	796,163	1,981,163	1,920,000	1,075,036	2,995,036
2024	460,000	169,848	629,848	315,000	80,375	395,375	1,225,000	760,613	1,985,613	2,000,000	1,010,836	3,010,836
2025	490,000	155,598	645,598	325,000	64,375	389,375	1,285,000	699,363	1,984,363	2,100,000	919,336	3,019,336
2026	505,000	141,304	646,304	330,000	49,650	379,650	1,350,000	635,113	1,985,113	2,185,000	826,067	3,011,067
2027	520,000	126,560	646,560	340,000	37,950	377,950	1,420,000	567,613	1,987,613	2,280,000	732,123	3,012,123
2028	535,000	110,401	645,401	355,000	27,525	382,525	1,495,000	496,613	1,991,613	2,385,000	634,539	3,019,539
2029	555,000	93,023	648,023	365,000	16,725	381,725	1,560,000	421,863	1,981,863	2,480,000	531,611	3,011,611
2030	570,000	74,599	644,599	375,000	5,625	380,625	1,640,000	343,863	1,983,863	2,585,000	424,087	3,009,087
2031	590,000	54,869	644,869	365,000	16,725	381,725	1,720,000	261,863	1,981,863	2,310,000	316,732	2,626,732
2032	615,000	33,781	648,781	375,000	5,625	380,625	1,810,000	175,863	1,985,863	2,425,000	209,644	2,634,644
2033	635,000	11,509	646,509				1,865,000	121,563	1,986,563	2,500,000	133,072	2,633,072
2034							240,000	63,281	303,281	240,000	63,281	303,281
2035							250,000	55,181	305,181	250,000	55,181	305,181
2036							260,000	46,744	306,744	260,000	46,744	306,744
2037							270,000	37,969	307,969	270,000	37,969	307,969
2038							275,000	28,856	303,856	275,000	28,856	303,856
2039							285,000	19,575	304,575	285,000	19,575	304,575
2040							<del>285,000</del>	9,956	304,956	<del>285,000</del>	9,956	<del>304,956</del>
<b>Total</b>	<b>\$8,430,000</b>	<b>\$2,780,401</b>	<b>\$11,210,401</b>	<b>\$5,460,000</b>	<b>\$1,451,850</b>	<b>\$6,911,850</b>	<b>\$25,890,000</b>	<b>\$11,690,050</b>	<b>\$37,580,050</b>	<b>\$39,780,000</b>	<b>\$15,921,301</b>	<b>\$55,702,301</b>

proposed with new money

**CITY OF GALLATIN, TENNESSEE**

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**SUPPLEMENTAL RESOLUTION NO. 4**

**DRAFT**

**adopted April 7, 2015**

**authorizing not to exceed**

**DRAFT**

**\$25,890,000 Water and Sewer Revenue Refunding and Improvement Bonds,**

**Series 2015**

**DRAFT**

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EXHIBIT A – Form of Series 2015 Bond

EXHIBIT B – Form of Refunding Escrow Agreement

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SUPPLEMENTAL RESOLUTION NO. 4

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A RESOLUTION, SUPPLEMENTAL TO THE MASTER RESOLUTION PERTAINING TO WATER AND SEWER REVENUE OBLIGATIONS, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,890,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER AND SEWER SYSTEM REVENUE REFUNDING AND IMPROVEMENT BONDS, SERIES 2015 OF THE CITY OF GALLATIN, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID SERIES 2015 BONDS; AND ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM.

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

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

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

**WHEREAS**, the City has determined that it is necessary and advisable to issue its Revenue Obligations for the purposes of providing funds to (1) refund its Water and Sewer Revenue Bonds, Series 2008, dated July 24, 2008, maturing 2019 and thereafter (the "Outstanding Bonds") and (2) finance extensions and improvements to the System, and accordingly, is adopting this Supplemental Resolution for such purposes.

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

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

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

ARTICLE I.

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

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

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

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

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

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

“Project” shall mean capital improvements to the System, including without limitation, improvements to and expansion of the System’s water treatment plan.

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE II.

THE SERIES 2015 BONDS

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

(a) For the purposes of providing funds to pay the Costs of the Project, to refund the Refunded Bonds and to pay costs of issuance of the Series 2015 Bonds, there are hereby authorized to be issued Revenue Obligations in an aggregate principal amount of not to exceed \$25,890,000. The Series 2015 Bonds shall be known as "Water and Sewer Revenue Refunding and Improvement Bonds, Series 2015". The Series 2015 Bonds shall be dated the date of their delivery or such other date as shall be determined by the Mayor pursuant to Section 2(b) hereof. The Series 2015 Bonds shall bear interest from their date at a rate or rates not exceeding 5.00% per annum payable semi-annually on January and July in each year, commencing January 1, 2015. The Series 2015 Bonds shall mature, subject to prior redemption as hereinafter provided, either serially or through mandatory sinking fund redemptions as described herein, commencing on January 1, 2016 and ending no later than July 1, 2033, in such amounts as shall be established by the Mayor of the City, taking into account the cash flow and operational needs of the System.

(b) In accordance with subsection (c) below, the Series 2015 Bonds shall be sold at competitive sale by the Mayor, in consultation with the Financial Advisor, at a price of not less than 98% of par, exclusive of original issue discount. The City hereby authorizes the Mayor, upon consultation with the Financial Advisor, to make a determination as to when the Series 2015 Bonds should be sold and to make such changes in the structuring of the terms of sale of the Series 2015 Bonds as she shall deem necessary to accomplish the purposes described herein. In this regard, she, in consultation with the Financial Advisor, is authorized to cause to be sold an aggregate principal amount of Series 2015 Bonds less than that authorized herein, to sell any or all of the Series 2015 Bonds as term bonds with annual mandatory redemption requirements, to adjust principal and interest payment dates and redemption dates and redemption premiums of the Series 2014 Bonds and to change the series designation of the Series 2015 Bonds. The Mayor is authorized to award and issue the Series 2015 Bonds to the bidder whose bid results in the lowest true interest cost for the City. The sale of the Series 2015 to such bidder shall be binding on the City and no further action of the Governing Body with respect thereto shall be required.

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

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

(e) The principal of and premium, if any, on the Series 2015 Bonds shall be payable in lawful money of the United States of America at the principal office of the Paying Agent. Payment of interest on the Series 2015 Bonds shall be made to the Owner thereof on the applicable Record Date by check mailed by the Paying Agent to such Owner at its address as it appears on the registration books maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Owner, or in such other manner as may be mutually acceptable to the Paying Agent and the Owner of any Series 2015 Bond. While the Series 2015 Bonds are held under the Book-Entry System, all payments with respect to the Series 2015 Bonds shall be paid by wire transfer to the Securities Depository or its nominee. Any interest payments hereunder with respect to the Series 2015 Bonds shall accrue to but

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excluding the date of payment. If any payment with respect to Series 2015 Bonds would otherwise be payable on a date that is not a Business Day, such payment shall be made on the immediately succeeding Business Day without any additional interest accruing with respect thereto.

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

(g) The preparation and distribution of a Preliminary Official Statement describing the Series 2015 Bonds is hereby approved and ratified in all respects. After the Series 2015 Bonds have been sold, the Mayor shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Supplemental Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(b)(3) of the Securities and Exchange Commission. The Mayor shall arrange for the delivery to the winning bidder of a reasonable number of copies of the Official Statement within seven business days after the Series 2015 Bonds have been sold for delivery, by such bidder, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder initially sells the Series 2015 Bonds.

The Mayor is hereby authorized to deem the Preliminary Official Statement to be in final form as of its date, except for the omission of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Mayor except for the omission in the Preliminary Official Statement of such pricing and other information.

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

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

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

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

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

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

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

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

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

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

### ARTICLE III.

#### REDEMPTION OF SERIES 2015 BONDS

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

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

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

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

Section 3.04 Payment of Series 2015 Bonds Upon Redemption. Upon redemption of all or any portion of any Series 2015 Bond, subject to Section 2.10 of the Master Resolution, payment of the applicable Redemption Price shall be made only upon surrender of such Series 2015 Bond. If, on the Redemption Date, sufficient moneys shall have been deposited with the Trustee to effect such redemption in accordance with this Supplemental Resolution, then interest shall cease to accrue on all Series 2015 Bonds or portions thereof so called for redemption.

#### ARTICLE IV.

##### DISPOSITION OF SERIES 2015 BOND PROCEEDS

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

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

ARTICLE V.

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REFUNDING MATTERS

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

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

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

ARTICLE VI.

MISCELLANEOUS

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

Section 6.02 Engagement of Financial Advisor and Bond Counsel. The Governing Body hereby authorizes the engagement of the Financial Advisor to serve in such capacity with respect to the Series 2015 Bonds and Bass, Berry & Sims PLC to serve as bond counsel to the City in connection with the Series 2015 Bonds. The Mayor is hereby authorized to execute and deliver engagement letters or agreements with the

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Financial Advisor and bond counsel, and all actions heretofore taken with respect thereto are hereby ratified and approved.

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

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

Section 6.05 Qualified Tax-Exempt Obligations. The Governing Body hereby delegates to the Mayor the authority to designate, and to determine whether to designate, the Bonds as "qualified tax-exempt obligations", as defined in Section 265 of the Code.

Section 6.06 Governing Law. This Resolution shall be construed in accordance with the laws of the State of Tennessee.

*(signature page follows)*

**DRAFT**

Adopted and approved this 7<sup>th</sup> day of April, 2015.

**DRAFT**

\_\_\_\_\_  
Mayor

ATTEST:

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

DRAFT

STATE OF TENNESSEE     )  
                                          )  
COUNTY OF SUMNER     )

I, Connie Kittrell, hereby certify that I am the duly qualified and acting City Recorder of the City of Gallatin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of the regularly scheduled meeting of the governing body of the City held on April 7, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$25,890,000 Water and Sewer Revenue Refunding and Improvement Bonds, Series 2015 of said City.

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

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

(SEAL)



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

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

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

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

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

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

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

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

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

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

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are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

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

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

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

CITY OF GALLATIN, TENNESSEE

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

DRAFT

Attest:

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

*DRAFT*

CERTIFICATE OF AUTHENTICATION

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

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

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

*DRAFT*  
By: \_\_\_\_\_  
Authorized Signatory

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(Form for Transfer)

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

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

Signature Guarantee:

\_\_\_\_\_  
(Authorized Officer) **DRAFT**

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

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

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EXHIBIT B  
(Form of Refunding Escrow Agreement)

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CITY OF GALLATIN, TENNESSEE

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

REFUNDING ESCROW AGREEMENT

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

WITNESSETH:

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

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

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

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

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

DIVISION I

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

DIVISION II

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

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### DIVISION III

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

### DIVISION IV

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

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

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

## ARTICLE I. DEFINITIONS AND CONSTRUCTION

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

"Agreement" means this Refunding Escrow Agreement;

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

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

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

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

"Outstanding Obligations" means Water and Sewer Revenue Bonds, Series 2008, dated July 24, 2008 and maturing in 2019 and thereafter; and

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

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

ARTICLE II.  
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

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

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

- (a) the amount of \$\_\_\_\_\_ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and
- (b) the amount of \$\_\_\_\_\_ shall be held as cash in a non-interest-bearing account.

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

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

SECTION 2.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Obligations, shall be held by the

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

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

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

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

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

### ARTICLE III. CONCERNING THE AGENT

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

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

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

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

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

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

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

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

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

DRAFT

will not redeem or accelerate the maturity of any of the Outstanding Obligations except as provided in Section 2.8 hereof.

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

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

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

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

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

DRAFT

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

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

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

#### ARTICLE IV. MISCELLANEOUS

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

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

DRAFT

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

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

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

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

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

To the Issuer:

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

To the Agent:

DRAFT

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

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

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

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

(signature page follows)

DRAFT

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

CITY OF GALLATIN, TENNESSEE

By: DRAFT  
Mayor

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

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

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

DRAFT

EXHIBIT A

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

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

Paying Agent:

\_\_\_\_\_  
\_\_\_\_\_

RAFT

EXHIBIT B

[Insert Description of Securities]

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

DR...

EXHIBIT C

NOTICE OF REDEMPTION  
CITY OF GALLATIN, TENNESSEE

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

**[Outstanding Obligations]**

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

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

*If by Mail: (REGISTERED Bonds)*

*If by Hand or Overnight Mail:*

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

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

**DRAFT**  
\_\_\_\_\_  
Registration and Paying Agent

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT:   Engineering**

**AGENDA # 7**

---

**SUBJECT:**

Ordinance Appropriating Revenue from Sign Shop Sale

**SUMMARY:**

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

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

ORDINANCE NO. O1503-23

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

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

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

PASSED FIRST READING:

PASSED SECOND READING:

---

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

---

CONNIE KITTRELL  
CITY RECORDER

---

SUSAN HIGH-MCAULEY  
CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT: Engineering**

**AGENDA # 8**

**SUBJECT:**

Stormwater Ordinance

**SUMMARY:**

In order to comply with the City's MS4 permit, significant changes are required in the City's Stormwater Ordinance. Attached is a summary of the changes, and a copy of the proposed Stormwater Ordinance. The City is currently in the process of completing its Design and Construction Manual, which will complement the Stormwater Ordinance.

We will be presenting this to you at this City Council Committee meeting with a brief explanation without requesting a vote. Subsequently, we would return at the next City Council Committee meeting with a presentation concerning whether or not a Stormwater Utility is the right thing for the City of Gallatin.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

## Major Stormwater Ordinance Revisions

The following table summarizes the major additions, subtractions, and revisions to the newly proposed stormwater ordinance. Many of the revisions are the result of obligations to the City's NPDES MS4 Permit and an effort to conicide with the NPDES Construction General Permit (CGP).

<u>Additions</u>	<u>Description</u>
Stormwater Utility <u>Article 3</u>	Establishes stormwater utility. Initial rate of \$2/month (residential) and \$15/month (comercial) for first year. After completion of ERU study, properties will be billed at the established ERU rate.
Stormwater Design Appeals Board <u>Article 4 (4)</u>	Creation of board to hear request for waivers from the newly established stormwater performance standards, many of which are required by the MS4 Permit. These waivers would be for Runoff Reduction, Chanel Protection, Downstream Flooding, Water Quality Buffer, and Sinkhole/Injection Well requirements. The City Engineer acted as this body in the old ordinance.
Land Disturbance Permit Fee <u>Article 5 (5)</u>	\$50 fee for all Land Disturbance Permits. Current permit if free. See LDP comparison sheet to view other Municipalities fees in place.
Runoff Reduction Performance Criteria <u>Article 6 (4)</u>	Required by City MS4 Permit. Requires all sites over an acre be designed to infiltrate, evapotranspire, harvest and/or use at a minimum the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. The first inch of rainfall must be 100% managed with no discharge to surface waters. Waivers are available as outlined in <u>Article 6 (5)</u> . Standard is allowed to be met utilizing TDEC Manual or Nashville/Gallatin Manual.
Channel Protection Performance Criteria <u>Article 6 (6)</u>	Proposed to address 303D list streams impaired by sediment. Q <sub>cp</sub> detentioning requirement is a supplement to the existing detentioning requirements of the 2-year thru 10-year 24 hour design storm requirements. Q <sub>cp</sub> requires the 1-year design storm be released over an extended period of time to reduce velocity and flow rates in streams for more frequent storms.
As-Built Plans Requirement <u>Article 8 (3)</u>	Addition of as-built survey requirement for any new stormwater facilities. Subdivision Regulations currently require this for any subdivision.
Floodway/Floodplain <u>Article 10</u>	References FEMA requirements outlined in Article 10.03 of Zoning Ordinance
Stormwater Hearing Authority <u>Article 13 (1)</u>	Creation of board to hear appeals to Stormwater Utility fees/penalties and Stormwater Ordinance penalties. The City Council acted as this body in the old ordinance.

<b><u>Subtractions</u></b>		<b><u>Description</u></b>
Old Stormwater Ordinance Article 1V	All design and construction specifications removed and are to be relocated in the City of Gallatin Design and Construction Manual under development.	
<b><u>Revisions</u></b>		<b><u>Description</u></b>
Water Quality Buffers <b><u>Article 6 (9)</u></b>	Old buffer requirement was 25' from top of bank or the floodway in cases of streams mapped by FEMA. New requirement as required by City MS4 Permit is 30' from top of bank for streams with drainage area less than 1 square mile. 60' for drainage areas greater than 1 square mile. Clause for allowance of existing encroachments was added. Buffer applies to wetlands and sinkholes as well.	

**ORDINANCE NO. ####**

**AN ORDINANCE ESTABLISHING A STORMWATER ORDINANCE FOR THE CITY OF GALLATIN**

**WHEREAS**, the City of Gallatin is subject to the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit and applicable regulations, 40 CFR Section 122.26 for Stormwater discharges; and

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GALLATIN, TENNESSEE**

The Mayor and City Council of the City of Gallatin, pursuant to Tennessee Code Annotated Section 68-221-1101 et seq., does hereby replace in its entirety Chapter 18 and adopt the following Chapter 18.

**CHAPTER 18**

**STORMWATER ORDINANCE**

**Article**

- 1** General Provisions
- 2** Definitions
- 3** Stormwater Utility
- 4** Waivers
- 5** Land Disturbance Permit
- 6** Stormwater Management Standards
- 7** Erosion Prevention and Sediment Control Performance Standards
- 8** Post Construction
- 9** Illicit Discharges
- 10** Floodway/Floodplain

11 Enforcement

12 Penalties

13 Appeals

Appendix A

**Article 1 General Provisions**

**(1) Purpose**

It is the purpose of this Ordinance to:

- (a) Protect, maintain, and enhance the environment of the City and the public health, safety and the general welfare of the citizens of the City, by controlling discharges of pollutants to the City's stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the City;
- (b) Enable the City to comply with the National Pollution Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) Permit and applicable regulations, 40 CFR 122.26 for stormwater discharges;
- (c) Allow the City to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:
  - (i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the City, whether or not owned and operated by the City;
  - (ii) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
  - (iii) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
  - (iv) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
  - (v) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
  - (vi) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

- (vii) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
- (viii) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

**(2) Authority**

The City Engineer shall administer all provisions of this chapter, unless noted otherwise.

**(3) Jurisdiction**

This Ordinance shall govern all properties within the corporate limits for the City of Gallatin, Tennessee.

**(4) Right of entry**

Designated City staff shall have right-of-entry, at reasonable times, on or upon the property of any person subject to this chapter and access to any permit/document issued hereunder. City staff shall be provided ready access to all parts of the premises for purposes of inspection, monitoring, sampling, inventory, records examination and copying, and performance of any other duties necessary to determine compliance with this chapter.

Designated City staff shall have the right to set up on the property of any person subject to this chapter such devices, as are necessary, to conduct sampling and/or flow measurements of the property's stormwater operations or discharges.

The City has the right to determine and impose inspection schedules necessary to enforce provisions of this chapter

**(5) Administering entity**

The City's Engineering Division shall administer the provisions of this chapter.

**(6) Conflicting standards**

If any provisions of this chapter and any other provisions of law impose overlapping or contradictory regulations, or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

**(7) Stormwater management policy**

The City has adopted this Stormwater Ordinance with the intended purpose to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering implement to facilitate the necessary control of stormwater.

## Article 2 Definitions

For the purpose of this chapter, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

***"As built plans"*** are drawings depicting the elevation, location, and material of stormwater facilities as they were actually constructed.

***"Base rate"*** is the storm water user fee for a detached single family residential property in the City of Gallatin.

***"Best Management Practices" or "BMPs"*** The physical, structural, and/or managerial practices that, when used alone or in combination, prevent or reduce pollution of water, that have been approved by the City of Gallatin, and that have been incorporated by reference into the Storm Water Ordinance as if fully set out therein.

***"Brownfield Redevelopment"*** means redevelopment which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

***"Cemetery"*** means all real property owned by federal, state, and/or local governments, and private enterprises that has been designated by such governmental entity for use as a cemetery .

***"City Engineer"*** means the City of Gallatin City Engineer or his/her designee who is designated to supervise the operation of the stormwater management programs and system.

***"Civil penalty"*** Administrative Penalties - under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this chapter may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

***“Common plan of development or sale”*** is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

***“Construction”*** is the erection, building, alteration, reconstruction, improvement or extension of private and/or public infrastructure.

***“Contaminant”*** means any physical, chemical, biological, or radiological substance or matter in water.

***“Design storm event”*** means a hypothetical storm event, of a given frequency interval and duration, used in the analysis and design of a stormwater facility. The estimated design rainfall amounts, for any return period interval (i.e., 2-yr, 5-yr, 25-yr, etc.,) in terms of either 24-hour depths or intensities for any duration, can be found by accessing the following NOAA National Weather Service Atlas 14 data for Tennessee. Other data sources may be acceptable with prior written approval by TDEC Water Pollution Control.

***“Developed property”*** means real property which has been altered from its natural state by the creation or addition of buildings, structures, pavement or other impervious surfaces, or by the alteration of the property that results in a meaningful change in the hydrology of the property during and following rainfall events.

***“Discharge”*** means dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the municipal separate storm sewer system.

***“Equivalent Residential Unit” or “ERU”*** shall be used as the basis for determining stormwater service charges to all properties within the City. An ERU is the standard value for which non-residential properties are compared to the average residential property. One ERU is based upon the average residential property area.

***“Erosion”*** means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects.

***“Exempt property”*** All public rights-of-way, public streets and public roads, public alleys, public sidewalks and public greenways, park lands, cemeteries, public drainage facilities,

privately owned residential streets, property that does not discharge stormwater runoff to the stormwater or flood control facilities and railroad right-of-way properties within the City of Gallatin. For purposes of this definition, "public" shall mean that which is maintained by or is or is to be dedicated to the City of Gallatin and/or the State of Tennessee or the government of the United States.

**"Fiscal year"** July 1 of a calendar year to June 30 of the next calendar year, both inclusive.

**"Hotspot"** means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. The following land uses and activities are deemed stormwater hot spots, but that term is not limited to only these land uses:

- (a) vehicle salvage yards and recycling facilities
- (b) vehicle service and maintenance facilities
- (c) vehicle and equipment cleaning facilities
- (d) fleet storage areas (bus, truck, etc.)
- (e) industrial sites (included on SIC code list)
- (f) marinas (service and maintenance)
- (g) public works storage areas
- (h) facilities that generate or store hazardous waste materials
- (i) commercial container nursery
- (j) restaurants and food service facilities
- (k) other land uses and activities as designated by an appropriate review authority

**"Illicit connections"** means illegal and/or unauthorized connections to the municipal separate stormwater system whether or not such connections result in discharges into that system.

**"Illicit discharge"** means any discharge to the municipal separate storm sewer system that is not composed entirely of stormwater and not specifically exempted under Article 9, Section 3.

**"Impervious surface"** is a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

**"Impervious surface area"** is the number of square feet of horizontal surface covered by buildings, and other impervious surfaces. All building measurements shall be made between exterior limits of the structure, foundations, columns or other means of support or enclosure.

**"Injection well"** is a natural surface depression that has been altered in order to direct fluids into the hole opening. Injection Wells are regulated under TDEC's Underground Injection

Control (UIC) program. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures, and crevices (such as those commonly associated with weathering of limestone).

**“Land disturbance”** is a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

**“Maintenance”** means any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.

**“Municipal ownership”** see “public ownership”.

**“Municipal Separate Storm Sewer System” or “MS4”** means the conveyances owned or operated by the City for the collection, treatment, and transportation of stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains, and where the context indicates, it means the municipality that owns the separate stormwater system.

**“National Pollutant Discharge Elimination System permit” or “NPDES permit”** means a permit issued pursuant to 33 U.S.C. 1342.

**“Off-site facility”** means a structural BMP located outside the subject property boundary described in development plan.

**“On-site facility”** means a structural BMP located within the subject property boundary described in the development plan.

**“Operator”** in the context of stormwater associated with construction activity, means any person associated with a construction project that meets either of the following two criteria:

- (a) This person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically considered the owner or developer of the project or a portion of the project, and is considered the primary permittee; or
- (b) This person has day-to-day operational control of those activities at a project which are necessary to ensure compliance with a Stormwater Pollution Prevention Plan (SWPPP) for the site or other permit conditions. This person

is typically a contractor or a commercial builder who is hired by the primary permittee and is considered a secondary permittee. It is anticipated at different phases of a construction project, different types of parties may satisfy the definition of "operator".

**"Park land"** means all real property owned by federal, state and/or local governments that has been designated by such governmental entity for use as a public park.

**"Person"** means any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

**"Property owner"** is the property owner of record as listed in the City's and/or county's tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.

**"Private ownership"** is all facilities privately owned and maintained.

**"Public ownership" or "Municipal ownership"** is all facilities having been dedicated to and accepted by the City of Gallatin, Sumner County, State of TN, or Federal Government.

**"Redevelopment"** means building or constructing new infrastructure in an area that has previously been built or constructed on, and the old infrastructure is to be replaced with new.

**"Runoff"** means that portion of the precipitation on a drainage area that is discharged from the area.

**"Sediment"** means solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.

**"Single family residential property"** is a developed property which serves the primary purpose of providing a permanent dwelling unit to a single family.

**"Sinkhole"** means a cavity in the ground providing a route for surface water to disappear underground.

**"Stabilization"** means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.

**"Stormwater"** means water runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.

***“Stormwater Design Appeals Board”*** Created as outlined in Article 4 of this chapter with the purpose of reviewing alternative requests to the stormwater management standards outlined in Article 6, and where deemed appropriate, granting alternative approvals as outlined.

***“Stormwater hearing authority”*** Administrative board with the powers and jurisdiction as granted and set out in T.C.A. 68-221-1106 and Article 13 (1) of this chapter. The purpose of said board is to hear stormwater utility billing appeals and civil penalty and damage assessments for violations of the Stormwater ordinance.

***“Stormwater management”*** means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, flood plains, flood control, grading, erosion, tree conservation, and sediment control.

***“Stormwater management facilities”*** means the drainage structures, conduits, ditches, combined sewers, sewers, and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.

***“Stormwater management fund” or “fund”*** means the fund created by this ordinance to operate, maintain, and improve the City’s stormwater management system.

***“Stormwater management plan”*** means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels.

***“Stormwater runoff”*** means flow on the surface of the ground, resulting from precipitation.

***“Stormwater system” or “System”*** means all stormwater facilities, stormwater drainage systems and flood protection systems of the City and all improvements thereto which operate to, among other things, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, convey, store, absorb, inhibit, treat, prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.

***“Stormwater user fee” or “Fee”*** is the utility service fee established under this ordinance and levied on owners or users of parcels or pieces of real property to fund the costs of storm water management and of operating, maintaining, and improving the storm water system in the City of Gallatin. The storm water user fee is in addition to other fees that the City of Gallatin has the right to charge under any other rule or regulation of the City of Gallatin.

***“Stormwater utility”*** is a management structure that is responsible solely and specifically for the stormwater management program and system.

**"Stream"** means a surface water that is not a wet weather conveyance. [Rules and Regulations of the State of Tennessee, Chapter 1200-4-3-.04(20)]

**"Structural BMPs"** means devices that are constructed to provide control of stormwater runoff.

**"Surety"** is a Letter of Credit or other acceptable form of assurance for completion of improvements, as deemed acceptable by the City Attorney.

**"Surface water"** are waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.

**"Undeveloped property"** shall mean property that is in its natural state and has not been developed; does not have impervious surfaces on it.

**"User"** is the owner or customer of record of property subject to the storm water user fee imposed by this ordinance.

**"Vacant"** is property on which there is no structure for which a certificate of occupancy has been issued.

**"Watercourse"** means a manmade or natural hydrologic feature with a defined linear channel which discretely conveys flowing water, as opposed to sheet-flow. [Rules and Regulations of the State of Tennessee, Chapter 1200-4-3-.04(24)]

**"Water quality buffer"** is a strip of dense undisturbed perennial native vegetation, either original or reestablished, that borders streams and rivers, ponds and lakes, wetlands, and seeps. Buffer zones are established for the purposes of slowing water runoff, enhancing water infiltration, and minimizing the risk of any potential nutrients or pollutants from leaving the upland area and reaching surface waters. Buffer zones are most effective when stormwater runoff is flowing into and through the buffer zone as shallow sheet flow, rather than in concentrated form such as in channels, gullies, or wet weather conveyances. Therefore, it is critical that the design of any development include management practices, to the maximum extent practical, that will result in stormwater runoff flowing into and through the buffer zone as shallow sheet flow. Buffer zones are established for the primary purpose of protecting water quality and maintaining a healthy aquatic ecosystem in receiving waters.

**"Waters of the State"** means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of

private property in single ownership which do not combine or effect a junction with natural surface or underground waters. [T. C. A. § 69-3-103]

**“Wetland(s)”** means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands include, but are not limited to, swamps, marshes, bogs, and similar areas.

**“Wet weather conveyances”** are man-made or natural watercourses, including natural watercourses that have been modified by channelization: that flow only in direct response to precipitation runoff in their immediate locality; whose channels are at all times above the ground water table; that are not suitable for drinking water supplies; and in which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. [Rules and Regulations of the State of Tennessee, Chapter 1200-4-3-.04(25)]

## **Article 3 Stormwater Utility**

### **(1) General**

The City of Gallatin finds, determines and declares that the stormwater system, which provides for the collection, treatment, storage and disposal of stormwater, provides benefits and services to all property within the incorporated City of Gallatin limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of storm water, the reductions of hazards to property and life resulting from storm water runoff, improvements in general health and welfare through reduction of undesirable storm water conditions, and improvements to water quality in the storm water and surface water system and its receiving waters of the state all of which are managed by the City Engineer as part of the Municipal Separate Storm Sewer System (MS4) Program.

The objective of this ordinance is to promote the public health, safety and general welfare of the City of Gallatin, Tennessee (“City”) and its citizens in compliance with the Federal Clean Water Act, 33 U.S.C. 1251 et seq., and Tennessee Code Annotated, § 68-221-1101 et seq. which require municipalities to implement stormwater management programs, within prescribed time frames, to regulate stormwater discharges to protect water quality; establish adequate systems of collection, conveyance, detention, treatment and release of stormwater; reduce hazards of property and life resulting from stormwater runoff; and enable municipalities to fix and require payment of fees for the privilege of discharging stormwater. The City finds that a stormwater management system which

provides for the treatment of stormwater is of benefit and provides services to all property within the City.

It is further determined and declared that charges shall be established for each parcel of real property located within the municipal limits of the City as provided hereinafter to provide for dedicated funding sources for the administration of stormwater management programs and/or stormwater system of the City. The proceeds of charges so derived shall be used for the purposes of planning, operation, maintenance, repair, replacement and debt service of the City's stormwater management programs and system necessary to protect the health, safety and welfare of the public.

The Stormwater Utility purpose is to:

- (a) Administer and enforce the City of Gallatin Stormwater Ordinance;
- (b) Administer, plan, and implement stormwater projects to protect, maintain, and enhance the environment of the City of Gallatin;
- (c) Implement activities necessary to maintain compliance with the City's MS4 National Pollutant Discharge Elimination System (NPDES) Permit and applicable regulations, 40 CFR Section 122.26 for storm water discharges;
- (d) Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, civil penalties and other revenues of the utility; and,
- (e) Advise the Mayor and City Council and other City of Gallatin departments on matters relating to the utility.

**(2) Administering Entity**

The Storm Water Utility shall be part of Gallatin's Engineering Division. The Stormwater Utility, under the direction and supervision of the City Engineer or designee, shall administer the provisions of this Stormwater Utility Ordinance.

**(3) Funding of Storm Water Utility**

Funding for the Storm Water Utility's activities may include, but not be limited to, the following:

- (i). Stormwater user fees;
- (ii). Civil penalties and damage assessments imposed for or arising from the violation of the City of Gallatin Stormwater Ordinance;
- (iii). Land Disturbance Permit, stormwater review, and inspection fees; and
- (iv). Other funds or income obtained from federal, state, local, and private grants, or revolving funds, and from the Local Government Public Obligations Act of 1986 (Tennessee Code Annotated, title 9, chapter 21).

To the extent that the storm water user fees collected are insufficient to construct needed storm water drainage facilities, the cost of the same may be paid from such City of Gallatin funds as may be determined by the Mayor and City Council.

**(4) Stormwater Management Fund**

All revenues generated by or on behalf of the Stormwater Utility shall be deposited in a Stormwater Management Fund and used to fulfill the purposes of the Stormwater Utility.

**(5) Operating Budget**

The Mayor and City Council shall adopt, based on a recommendation from the City Engineer, an operating budget for the Stormwater Management Fund each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.

**(6) Stormwater User Fee Established**

There shall be imposed on each and every property in the City of Gallatin, except exempt property, a stormwater user fee, which will be charged either monthly or as a regular interval charge, which shall be set from time to time by ordinance in the fee schedule as adopted by the City of Gallatin, and in the manner and amount prescribed by this ordinance. Prior to establishing or amending the storm water user fee, the City of Gallatin shall advertise its intent to do so by publishing notice in a newspaper of general circulation in the City of Gallatin at least ten (10) days in advance of the meeting of the City Council which shall consider the adoption of the fee or its amendment.

**(7) Equivalent Residential Unit (ERU)**

(1) Establishment. There is established for purposes of calculating the stormwater user fees the equivalent residential unit (ERU) as a method of measurement.

(2) Definition. See Definitions section.

(3) Setting the ERU. The ERU shall be set by the Mayor and City Council in the Stormwater User Fee Schedule as adopted by the Mayor and City Council.

(4) Source of ERU. The Mayor and City Council shall have the discretion to determine the source of the data from which the ERU is established, taking into consideration the general acceptance and use of such source on the part of other storm water systems, and the reliability and general accuracy of the source including but not limited to property tax assessor's rolls, site examination, mapping information, aerial photographs, and other reliable information.

(5) Evaluation of ERU. The ERU shall be evaluated by the Stormwater Utility as necessary, but the ERU should be evaluated at least every five years.

Until an ERU has been established, the City will charge fees as those outlined in the attached Appendix "A". Upon establishment of an ERU, the ERU will be the rate charged.

**(8) Property Classification for Stormwater User Fees**

(1) Property classifications. For purposes of determining the storm water user fee, all properties in the City of Gallatin are classified into one of the following categories:

a) Residential - Any property serviced by a water meter with the Gallatin Public Utilities Rate Code of WRO.

b) Commercial - Any property serviced by a water meter with the Gallatin Public Utilities Rate Code of WCO.

c) Exempt- Undeveloped, Vacant, Park Land, Cemetery, or Exempt properties as defined in this chapter.

For properties not serviced by Gallatin Public Utilities, property classification will be assigned based upon the current use of the property.

**(9) Base Rate**

The Mayor and City Council shall, by ordinance in the fee schedule as adopted by the Mayor and City Council, establish the base rate for the ERU. The base rate shall be calculated to insure adequate revenues to fund the costs of storm water management and to provide for the operation, maintenance, and capital improvements of the storm water system in the City of Gallatin. Until the development of the ERU, the rates set forth in "Appendix A" will be established.

**(10) Property Owners to Pay Charges**

The owner of each property/tax lot shall be obligated to pay the stormwater user fee as provided in this ordinance, provided however, that if no water or sewer service is being provided by the City of Gallatin or local water utility district at the property to the owner as a customer of record and such service is being provided to a customer of record other than the owner, it shall be presumed that the owner and such customer of record have agreed that the customer of record shall be obligated to pay such stormwater user fee.

If the customer of record other than the owner refuses to pay the stormwater user fee, the owner of each property shall be obligated to pay the stormwater user fee as defined in this ordinance.

Non-residential multi-tenant properties shall be billed according to the placement of utility meters, i.e. if the property contains individual unit meters, then billing for the stormwater user fee shall be billed to individual units based on the unit's pro rata percentage of impervious surface. If the multi-tenant property contains a master meter, then the storm water user fee for the entire impervious surface area shall be billed to the customer of record for such master meter.

Each unit of a multi-tenant residential building shall be billed a minimum charge, the same being the single family residential fee, to the customer of record for the unit. If an individual unit is not individually billed for any water or sewer service, i.e. water and sewer utilities are billed to a master meter, then the customer of record for the master meter shall be billed based on the total impervious surface area. Billing rates are set forth in Appendix A until the development of the ERU has been established.

**(11) Billing Procedures and Penalties for Late Payment**

(1) Rate and collection schedule. A stormwater user fee shall be set at a rate as set forth in the Stormwater User Fee Schedule as adopted by the Mayor and City Council by ordinance, collected at a location, and collected on a schedule, established in accordance with this ordinance. The storm water user fee shall be billed and collected monthly with the monthly utility services bill for those properties within the corporate limits. The stormwater user fee for those properties utilizing Gallatin Public Utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment to Gallatin Public Utilities, unless other means of billing is established at any time by the City.

The stormwater user fee for those properties utilizing utilities not provided by the City of Gallatin shall be billed and collected by the City of Gallatin annually or as directed by the City's Finance Department. All bills for the stormwater user fee shall become due and

payable in accordance with the rules and regulations of the applicable utilities department pertaining to the collection of the storm water user fees.

- (2) Delinquent bills. The stormwater user fee shall be considered delinquent if not received by the City of Gallatin or applicable billing Water Utility by the due date stated within the utility statement, and subsequent late fees shall be imposed as set forth in the fee schedule as adopted by the Mayor and City Council as established by an ordinance.
- (3) Penalties for late payment; failure to pay. Stormwater user fees shall be subject to a late fee established by ordinance as indicated in the Stormwater User Fee Schedule. The City of Gallatin shall be entitled to recover attorney's fees incurred in collecting delinquent stormwater user fees. The City or other collecting utility provider may discontinue utility service to any stormwater user who fails or refuses to pay the stormwater user fees and may refuse to accept payment of the utility bill from any user without receiving at the same time, payment of the stormwater user fee charges owned by such user and further may refuse to re-establish service until all such fees have been paid in full.
- (4) Mandatory statement. Pursuant to Tennessee Code Annotated § 68-221-1112, each bill that shall contain stormwater user fees shall contain the following statement in bold: **"THIS FEE HAS BEEN MANDATED BY CONGRESS"**.

**(12) Appeals of Fees**

Any person who disagrees with the calculation of the storm water user fee, as provided in this ordinance, may appeal such fee determination to the stormwater hearing authority within thirty (30) days after the date the payment is due. Any appeal not filed within the time permitted by this section shall be deemed waived.

All appeals shall be filed in writing addressed to the City Engineer for the City of Gallatin and shall state the grounds for the appeal and the amount of the stormwater user fee the appellant asserts is appropriate. The appeal shall provide such information and documentation supporting the basis of the appeal. The appeal shall be accompanied by an appeal review fee as set forth by the Mayor and City Council (Appendix A).

The stormwater hearing authority shall review the appeal and determine whether the challenged determination is consistent with the provisions of this chapter. Appeals related to the stormwater user fee shall be decided based on substantiated evidence with a sound engineering and factual basis. All appeal determinations shall be applied utilizing a strict interpretation of the Stormwater Utility Ordinance. At any hearing related to an appeal or credit determination, the City shall be allowed to present evidence, findings, and recommendations; appealing parties and applicants shall be given an opportunity to present evidence, findings, and recommendations.

The stormwater hearing authority may request additional information from the appealing party; the committee may defer the determination of an appeal one time to the next regularly scheduled meeting of the stormwater hearing authority. Each appeal shall be placed on the stormwater hearing authority agenda for the next regularly scheduled meeting, which meeting is at least twenty (20) days after the City Engineer receives the written appeal.

The City Engineer shall notify the appellant customer of the date of the appeal review hearing in writing; such written notice shall be given at least ten (10) days prior to the hearing by regular mail at the address provided in the written appeal document. The decision of the

stormwater hearing authority shall be final and conclusive with no further administrative review.

If a refund is due, the City Engineer shall authorize the refund which will be provided as the City Engineer deems as necessary.

**(13) Storm Water User Fee Credit and Adjustment Policy**

Stormwater User Fee Credits and Adjustments may be available for developed properties that provide an up-to-date certified engineered plan, stamped by a current State-approved engineer licensed to practice in Tennessee, documenting reduced stormwater runoff and shows the stormwater on the property is not coming in contact with the City's stormwater system. A detailed hydrologic report is required.

**(14) Stormwater User Fee Schedule**

ERU:

Late Payment Schedule:

**(15) Effective Date**

This Article shall become effective as of the date of its passage on second reading by the Mayor and City Council. Stormwater user fees shall be charged as a utility billing for all customers within the corporate City limits.

## **Article 4 Waivers**

**(1) General**

No waivers will be granted for any construction or site work project. All construction and site work shall provide for stormwater management as required by this ordinance. However, alternatives to the primary requirements may be considered, if:

- (a) Management measures cannot be designed, built and maintained to infiltrate, evapotranspire, harvest and/or use, at a minimum, the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. This first inch of rainfall must be 100% managed with no discharge to surface waters.
- (b) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this chapter. Alternative minimum requirements for management of stormwater discharges have been established in a stormwater management plan.
- (c) It can be demonstrated that multiple criteria (not based solely on the difficulty or cost of implementing measures) rule out an adequate combination of infiltration, evapotranspiration, and reuse such as: lack of available area to create the necessary infiltrative capacity; a site use that is inconsistent with capture and reuse of stormwater; physical conditions that preclude use of these practices.

**(2) Downstream damage, impairment, etc. prohibited**

In order to receive consideration of alternative stormwater management, the applicant must demonstrate to the satisfaction of the Engineering Division that the proposed alternative will not lead to any of the following conditions downstream:

- (a) Deterioration of existing culverts, bridges, dams, and other structures;

- (b) Degradation of biological functions or habitat;
- (c) Accelerated stream bank or streambed erosion or siltation;
- (d) Increased threat of flood damage to public health, life or property.

**(3) Alternative request procedure**

For consideration of an alternative stormwater management measure, a formal request shall be submitted to the City Engineer. The formal request shall be submitted with a stormwater management plan outlining why the primary stormwater management measures cannot be addressed and how the alternative measures will address the provisions outlined in Article 6 section 5 of this Ordinance. The plan shall demonstrate how the proposed development is not likely to impair attainment of the objectives of this chapter.

The alternative request shall be accompanied by a review fee as outlined in Appendix A. The Gallatin Stormwater Design Appeals Board shall review the alternative request and determine whether the alternative request is consistent with the provisions of this chapter. Meetings shall be held within forty (40) days of the alternative request. All appeal determinations shall be applied utilizing a strict interpretation of the Stormwater Ordinance. At any hearing related to an alternative request, the City shall be allowed to present evidence, findings, and recommendations; appealing parties and applicants shall be given an opportunity to present evidence, findings, and recommendations.

The Gallatin Stormwater Design Appeals Board may request additional information; the committee may defer the determination of an alternative request one time to the next regularly scheduled meeting of the Gallatin Stormwater Design Appeals Board. Each alternative request shall be placed on the Gallatin Stormwater Design Appeals Board agenda for the next regularly scheduled meeting, which meeting is at least twenty (20) days after the City Engineer receives the written alternative request.

The City Engineer shall notify the appellant customer of the date of the alternative request review hearing in writing; such written notice shall be given at least ten (10) days prior to the hearing by regular mail at the address provided in the written alternative request document. The decision of the Gallatin Stormwater Design Appeals Board shall be final and conclusive with no further administrative review.

**(4) Establishment of Stormwater Design Appeals Board**

The Stormwater Design Appeals Board shall consist of five (5) members, all to be residents of ~~Sumner~~ the ~~C~~ounty. The members shall be appointed by the mayor and confirmed by a majority vote of the City council. Each member shall be appointed for a two-year term, and shall serve until their successor is appointed. Each member shall serve without compensation. Four (4) members shall be required for a quorum to conduct business, but a lesser number of members may adjourn the meeting from day to day in the absence of a quorum. All decisions shall be by a majority vote of those present. Meetings shall be held at the call of the chairperson or mayor, by written notice, as required by law. The members shall elect from the members a chairperson annually.

The five (5) members shall consist of the following:

- (a.) One (1) member to be a licensed professional Engineer or Landscape Architect familiar with stormwater treatment and design
- (b.) One (1) member to be experienced in regulatory enforcement
- (c.) One (1) member to be experienced in land development
- (d.) Two (2) members to be private citizens.

In the event of a conflict of interest involving any member, the mayor shall appoint a temporary replacement for the matter.

**(5) Land Disturbance Permit not to be issued where alternatives requested**

No Land Disturbance Permit shall be issued where an alternative has been requested until the alternative is approved, unless allowed by the City Engineer. If no alternative is approved, the plans must be resubmitted with a stormwater management plan that meets the primary requirement for on-site stormwater management.

## **Article 5 Land Disturbance Permit**

**(1) General**

The Land Disturbance Permit process is designed to track all applicable land disturbance activities and ensure they are monitored for compliant erosion prevention and sediment controls, the absence of illicit discharges leaving the site, and compliance with the City's TDEC MS4 general permit, along with any applicable TDEC Construction General Permits, TDEC Aquatic Resources Alteration Permits (ARAP), and any other relevant permits. Tracking of these activities allows inspection, and in cases of non-compliance, enforcement actions to be taken.

**(2) Applicability**

A Land Disturbance Permit shall be required for any land disturbing activity meeting any of the following requirements:

- (a) Land disturbance of greater than 1 acre.
- (b) Change in elevation of property.
- (c) Land disturbance of less than an acre, if such activities are part of a larger common plan of development, even though multiple, that is a part of separate and distinct land development activities that may take place at different times on different schedules.
- (d) Any land disturbance that requires coverage under a TDEC Construction General Permit.
- (e) Any disturbance that requires coverage under a TDEC ARAP.
- (f) Any disturbance requiring a TDEC Underground Injection Well Permit.
- (g) Any disturbance that the Engineering Division determines that discharges from the site are causing, contributing to, or are likely to contribute to a violation of a state water quality standard.

### **(3) Exemptions**

The following land disturbance activities are exempt from the requirements of obtaining a Land Disturbance Permit:

- (a) Surface mining as is defined in Tennessee Code Annotated Section 59-8-202.
- (b) Such minor land disturbing activities as home gardens and individual home landscaping, home repairs, home additions or modifications, home maintenance work, and other related activities that result in no soil erosion leaving the site.
- (c) Agricultural practices involving the establishment, cultivation or harvesting of products in the field or orchard, preparing and planting of pastureland, farm ponds, dairy operations, livestock and poultry management practices, and the construction of farm buildings.
- (d) Any project carried out under the technical supervision of the NRCS, TDOT, TDEC, or ACOE.
- (e) Installation, maintenance, and repair of any underground public utility lines when such activity occurs on an existing hard surface road, street, or sidewalk which is hard surfaced and such street, curb, gutter or sidewalk construction has been approved.
- (f) Construction, repair or rebuilding of tracks or other related facilities of a railroad company.
- (g) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

These activities may be undertaken without a Land Disturbance Permit; however, the persons conducting these excluded activities shall remain responsible for conducting these activities in accordance with provisions of this Ordinance and other applicable regulations including responsibility for controlling sediment, illicit discharges, and runoff.

### **(4) Supplemental Permit**

In cases where a separate owner/operator will be working within an area already covered by an existing Land Disturbance Permit, a supplemental Land Disturbance Permit shall be obtained. The application fee is waived for any supplemental permit. All site operators are required to obtain a supplemental Land Disturbance Permit prior to work commencing. Where applicable, prior to issuance of the supplemental Land Disturbance Permit, the applicant must show coverage under the sites NPDES Construction general permit. ~~has been obtained.~~ Once covered by a permit, all site operators are to be considered as co-permittees, if their involvement in the construction activities affects the same project site, and are held jointly and severally responsible for complying with the terms of the permit.

### **(5) Application**

Application for Land Disturbance Permit shall be made to Engineering Division. Applications are available on the City's Engineering webpage. No land disturbing activities shall take place prior to approval of Land Disturbance Permit application. An application fee of \$50 is required prior to issuance of the Land Disturbance Permit.

### **(6) Permit Requirements**

The following are conditions of Land Disturbance Permit coverage. Any violation of these conditions will make permit holder subject to all enforcement actions and penalties outlined in Articles 11 and 12 of this Ordinance.

- (a) Submittal and approval by Engineering Division Staff of Erosion Prevention and Sediment Control plans.
- (b) Compliance with the site's TDEC Construction general permit, TDEC ARAP, TDEC Underground Injection Well Permit, FEMA Flood Plain Development Permit, and other Federal or State permits where applicable.
- (c) Compliance with approved erosion prevention and sediment control plan and EPSC performance standards outlined in Article 7.
- (d) Implementation and maintenance of appropriate erosion prevention and sediment control best management practices.
- (e) Construction site operators must control wastes such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site to avoid adverse impacts to water quality.

**(7) Land Disturbance Surety**

Prior to the issuance of a permit for any land disturbance activity affecting more than five (5) acres, the applicant shall be required to provide a Land Disturbance Surety to the City of Gallatin to guarantee completion of all land and grade stabilization measures and improvements as shown by the approved grading plan. For smaller areas when potentially hazardous soil or drainage conditions exist due to types of soils, steep grades, floodplain development or nearby lakes, streams or large drainage ditches, the applicant may be required, at the discretion of the City Engineer, to provide a Land Disturbance Permit Surety to guarantee completion of all land and grade stabilization measures and improvements as shown by the approved plan.

**(8) Permit Duration**

Every Land Disturbance Permit shall expire and become null and void when one of the following has occurred:

- (a) Six months of no activity has occurred.
- (b) Final Stabilization of the site per the approved plans has occurred.
- (c) Issuance of the TDEC Notice of Termination.
- (d) Three years from issuance of Permit.
- (e) In the case of public infrastructure, acceptance by the City of Gallatin has occurred.

In cases of expiration of the Land Disturbance Permit, a permit may be re-issued with no additional fee, if the plan and scope of the project submitted on the original Land Disturbance Permit does not change significantly.

## **Article 6 Stormwater Management Performance Standards**

**(1) General**

In order to address stormwater management for new development and redevelopment and to prevent or minimize water quality impacts, performance standards are set forth comprising of runoff reduction, pollutant removal, and runoff quantity requirements. Stormwater shall be managed such that post development hydrology does not exceed the pre-development hydrology at the site, in accordance with the performance standards contained in this section.

**(2) Applicability**

The following stormwater performance standards apply to all new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development.

**(3) MS4 Stormwater Design and BMP Manuals**

(a) The City adopts as its MS4 stormwater design and best management practices (BMP) manuals the following publications, which are incorporated by reference in this ordinance as if fully set out herein:

- (i) City of Gallatin Design and Construction Manual
- (ii) Tennessee Permanent Stormwater Management and Design Guidance Manual

**(4) Runoff Reduction Performance Criteria**

The following performance criteria shall be addressed for stormwater management at all applicable sites effective upon June 9, 2015 utilizing methods outlined in the BMP Manuals referenced above:

- (a) Site must, in combination or alone, implement management measures that are designed, built, and maintained to infiltrate, evapotranspire, harvest and/or use, at a minimum, the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. This first inch of rainfall must be 100% managed with no discharge to surface waters. Any ~~waiver alternative to in~~-addressing this requirement shall be obtained as outlined in Article 4 of this ordinance, unless the project falls under the incentive standards for re-developed sites.
- (b) Incentive Standards for re-developed sites: a 10% reduction in the volume of rainfall to be managed by runoff reduction for any of the following types of development. Such credits are additive such that a maximum reduction of 50% of the standard in the paragraph above is possible for a project that meets all 5 criteria:
  - (i) Redevelopment;
  - (ii) Brownfield redevelopment;
  - (iii) High density (>7 units per acre);
  - (iv) Vertical Density, (Floor to Area Ratio (FAR) of 2 or >18 units per acre)
  - (v) Mixed use and Transit Oriented Development (within ½ mile of transit)
- (c) Limitations to the application of runoff reduction requirements include, but are not limited to:
  - (i) Where a potential for introducing pollutants into the groundwater exists, unless pretreatment is provided;

- (ii) Where pre-existing soil contamination is present in areas subject to contact with infiltrated runoff;
- (iii) Presence of sinkholes or other karst features.
- (d) Pre-development infiltrative capacity of soils at the site must be taken into account in selection of runoff reduction management measures.

**(5) Runoff Reduction Performance Criteria Waiver-Alternative Options**

For projects that cannot meet 100% of the runoff reduction requirement, unless subject to the incentive standards, alternative stormwater management measures s-waiver shall be obtained as outlined in Article 4. For consideration of waiver/alternative, the following options are available:

- (a) The remainder of the stipulated amount of rainfall must be treated prior to discharge with a technology documented to remove 80% total suspended solids (TSS). The treatment technology must be designed, installed and maintained to continue to meet this performance standard.
- (b) The Runoff reduction measures are installed off-site within the same USGS 12-digit hydrologic unit code (HUC) as the original project. Off-site mitigation must be a minimum of 1.5 times the amount of water not managed on site. The off-site mitigation location and runoff reduction measures must be approved by the Engineering Division. The mitigation location shall be in a priority area identified by the Engineering Division. Mitigation can be used for retrofit or redevelopment projects, but should be avoided in areas of new development.
- (c) For projects that cannot meet the 100% runoff reduction, 80% TSS, and cannot provide for off-site mitigation, the applicant can make payment into the City's Stormwater Management Fund. Payment must be a minimum of 1.5 times the estimated cost of on-site runoff reduction controls as estimated by the Engineering Division.

**(6) Channel Protection Performance Criteria**

- (a) To protect stream channels from degradation, specific channel protection criteria shall be provided, including meeting the  $Q_{cp}$  requirement as prescribed in the City of Gallatin Design and Construction Manual. This standard requires that the runoff volume from the 1-year frequency, 24-hour storm be captured and discharged over no less than a 24-hour period. In the design of the channel protection control, the 24-hour release period shall be measured from the approximate center-of-mass of inflow to the approximated center-of-mass of outflow.
- (b) Downstream channel protection provided by an alternative approach may be considered in lieu of controlling the  $Q_{cp}$ , provided that sufficient hydrologic and hydraulic analysis shows that the alternative approach will offer adequate channel protection from erosion. Downstream channel protection provided by an alternative approach must be approved by the City Engineer.

**(7) Downstream Flooding Performance Criteria**

- (a) To prevent downstream flooding, post development flow rates for the **2-year thru 10-year 24-hour storm events** must be controlled to release at rates less than that of pre-development flows, with an emergency overflow capable of handling the 100-year discharge as prescribed in the City of Gallatin Design and Construction Manual.

Downstream flood protection provided by an alternative approach may be considered in lieu of controlling the 2-year thru 10-year 24 hour storms; provided that sufficient hydrologic and hydraulic analysis shows that the alternative approach will offer adequate flooding protection for downstream properties. Flooding protection provided by an alternative approach must be approved by the City Engineer.

**(8) General Performance Criteria**

- (a) Stormwater discharges to critical areas with sensitive resources (i.e., cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.
- (b) Stormwater discharges from hot spots may require the application of specific structural BMPs and pollution prevention practices.
- (c) If hydrologic or topographic conditions warrant greater control than that provided by these performance standards, the Engineering Division may impose any and all additional requirements deemed necessary to control the volume, timing, rate, and treatment of runoff.

**(9) Water Quality Buffers**

A permanent water quality buffer zone (setback measured from the top of water body bank) shall be required along all wetlands, and streams, and sinkholes as defined in this ordinance, for new development and redevelopment projects as outlined below:

- (a) Drainage areas less than 1 square mile: Minimum of 30' width
- (b) Drainage areas greater than 1 square mile: Minimum of 60' width. The 60' width can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than 30' at any measured location
- (c) For redevelopment projects that have existing encroachments into the prescribed buffer, the portion of the existing encroachment that contains a footprint within the buffer is exempt, if no modification to the existing use of the encroachment is to occur and does not violate the objectives of Article 4 (2). If modification to the existing use of the encroachment is to occur, buffer widths outlined above shall apply.
- (d) If existing encroachment is to remain in use, the encroachment amount shall be factored into the average buffer width in determining the buffer width.
- (e) Work within the Water Quality Buffer is allowable for the following types of work:
  - (i) Work covered and approved by an ARAP or CGP permit approved by TDEC.
  - (ii) Construction/maintenance of greenways and parks.
- (f) Any ~~waiver~~ alternative stormwater management measure requested in lieu of from the water quality buffer requirements shall be presented to the Gallatin Stormwater Design Appeals Board as outlined in Article 4 (3) for their decision.

**(10) Sinkhole/Injection Well Policy**

- (a) A TDEC injection well permit is required for any use or modification of a sinkhole/injection well.
- (b) Drainage calculations shall be submitted for any development in or around sinkholes.
- (c) Minimum standards for flood management around sinkholes are based on the 100-year 24 hour design storm, assuming plugged conditions (zero cfs outflow) for the sinkhole.

- (d) A permanent water quality buffer of 30' shall be provided around the highest complete contour around the sinkhole (also called the rim) and no structure or public infrastructure shall be built within 60' of the rim.
- (e) For any runoff draining to a sinkhole from a developed area, runoff reduction performance criteria must be met as outlined in this ordinance and the City of Gallatin Design and Construction Manual.
- (f) Post developed flows and volume shall not exceed pre developed flows and volume entering into a sinkhole.
- (g) Any "capping" of a sinkhole shall be done under the direction and approval of the City Engineering Division. Drainage formerly entering the capped sinkhole shall be accounted for and meet the standards outlined in (10)c above.
- (h) Any alternative stormwater management measure requested in lieu of waiver from the sinkhole/injection well policy requirements shall be presented to the Gallatin Stormwater Design Appeals Board as outlined in Article 4 (3) for their decision.

## **Article 7 Erosion Prevention and Sediment Control Performance Standards**

### **(1) General**

In order to address construction site runoff management for new development and redevelopment and to prevent or minimize pollutants from construction activities, performance standards are set forth comprising of erosion prevention and sediment control requirements.

### **(2) Applicability**

The performance standards outlined in this Article shall be implemented in any new development and redevelopment project that disturbs greater than one acre, including projects less than one acre that are part of a larger common plan of development along with any project that requires a Land Disturbance Permit as outlined in Article 5 of this Ordinance.

### **(3) MS4 Erosion Prevention and Sediment Control (EPSC) Design and BMP Manuals**

(a) The City adopts as its MS4 EPSC design and best management practices (BMP) manuals the following publications, which are incorporated by reference in this ordinance as if fully set out herein:

- (i) City of Gallatin Design and Construction Manual
- (ii) TDEC Erosion Prevention and Sediment Control Handbook
- (iii) TDOT Manual for Management of Stormwater Discharges Associated with Construction Activity

### **(4) General Performance Criteria for EPSC Management**

The following performance criteria shall be addressed for EPSC management at all sites:

- (a) All construction site operators shall implement appropriate EPSC best management practices (BMP)'s. All BMP's shall be consistent with those described in the above

referenced design and BMP manuals and meet the current TDEC Construction General Permit requirements.

- (b) EPSC design must meet the requirements for design storms and special conditions for impaired waters as outlined in the latest TDEC Construction General Permit.
- (c) All construction site operators shall control waste materials including but not limited to; discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste to avoid adverse impact to water quality.
- (d) If hydrologic, soil, or topographic conditions warrant greater control than that provided by these performance standards, the Engineering Division may impose any and all additional requirements deemed necessary to control the discharge of sediment or other illicit discharges to water of the state.

All applicable sites not meeting these criteria are subject to all enforcement actions and penalties outlined in Articles 11 and 12 of this Ordinance.

## **Article 8 Post Construction**

### **(1) General**

To ensure the long term maintenance and effectiveness of stormwater facilities, a surety for completion, as-built plans, and maintenance and inspection programs are required for new and existing development.

### **(2) Surety**

Depending on the type and size of the development, the City may hold a surety to insure the completion of the development to City Standards. The amount of the surety will be determined by the City Engineering Division based upon the cost to complete the stormwater facilities. All sureties must contain automatic renewal provisions in language satisfactory to the City Attorney. Before final release of the Surety; all stormwater, EPSC, and stabilization measures must be completed, stabilized, and functioning to the satisfaction of the City Engineer.

### **(3) As-Built Plans**

Prior to release of the surety for completion of the stormwater facilities, As-Built Plans are to be submitted for any stormwater facilities after final construction is completed. The plan must show the final constructed facilities will function as approved to meet the performance standards outlined in this ordinance. Plans shall be stamped by a Tennessee licensed surveyor. Any discrepancy from the final constructed facilities and the approved design shall be noted on the As-Built Plan. Where required by the City Engineer, updated calculations stamped by a Tennessee licensed engineer shall be submitted and approved by the City Engineer, showing the as-constructed facilities will function adequately to meet the performance standards of the Stormwater Ordinance.

Both digital CAD and paper copies shall be provided in the Tennessee State Plane Coordinate system, NAD83, NAVD88. The following shall be shown in the plan:

1. Invert elevation, top of casting elevation, slope, location, and material of all pipes, drainage inlets/outlets, junctions, etc.
2. Size and material of all outlet dissipation pads.
3. Ditch size, slope, and materials.
4. Top of berm elevations on all drainage facilities.
5. Volume of all detention/retention facilities.
6. Location and description of all permanent stormwater BMP's (i.e. rain garden, pervious pavement, buffer, etc.)

**(4) New Stormwater Management Facilities Maintenance and Inspection**

**(a) *Private Ownership:***

Prior to final approval of any site or subdivision subject to the performance standards outlined in Article 6 of this ordinance, an *Inspection and Maintenance Agreement for Storm Water Facilities*, which is available in the office of the City Engineer, must be executed between the City of Gallatin and owners of the property. Said agreement runs with the land, and operates as a deed restriction binding on the current property owners and all subsequent property owners and their lessees and assigns, including but not limited to homeowner associations or other groups or entities. Facilities are subject to penalties as outlined in Article 12 of the Stormwater Ordinance.

**(b) *Municipal Ownership:***

The City shall be responsible for maintenance of all stormwater management facilities under Municipal Ownership as defined.

**(5) Existing Stormwater Management Facilities Maintenance and Inspection**

The City may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are illicit non-stormwater discharges and to verify that all stormwater management facilities are functioning within design limits. These inspections may be performed randomly or in response to complaints or violations. The ownership of the facilities will be made aware of any violations as outlined in the City's Enforcement Response Plan and are subject to penalties as outlined in Article 12 of the Stormwater Ordinance.

## **Article 9 Illicit Discharges**

**(1) General**

In order to carry out the City's Illicit Discharge Detection and Elimination Program, illicit discharges, as outlined in Article 9 Section 3, are illegal to subject to penalties as outlined in Article 12 of the Stormwater Ordinance.

**(2) Applicability**

This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system, including water generated by Hot Spots.

**(3) Prohibition of Illicit Discharges**

No person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater or when applicable any

discharge that flows from stormwater facility that is not in compliance with its approved Stormwater Facilities Inspection and Maintenance Agreement. Non-stormwater discharges shall include, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

- (a) Uncontaminated discharges from the following sources:
  - (i) Water line flushing or other potable water sources
  - (ii) Landscape irrigation or lawn watering with potable water
  - (iii) Diverted stream flows
  - (iv) Rising ground water
  - (v) Groundwater infiltration to storm drains
  - (vi) Pumped groundwater
  - (vii) Discharges from potable water sources
  - (viii) Foundation or footing drains
  - (ix) Lawn watering
  - (x) Crawl space pumps
  - (xi) Air conditioning condensation
  - (xii) Springs
  - (xiii) Non-commercial washing of vehicles;
  - (xiv) Natural riparian habitat or wetland flows;
  - (xv) Swimming pools (if de-chlorinated - typically less than one PPM chlorine)
  - (xvi) Street wash water
  - (xvii) Firefighting activities
  - (xviii) Any other uncontaminated water source.
- (b) Discharges specified in writing by the City as being necessary to protect public health and safety.
- (c) Dye testing
- (d) Discharges authorized by the TDEC Construction General Permit, which comply with Section 3.5.9 of the same:
  - (i) dewatering of work areas of collected stormwater and ground water (filtering or chemical treatment may be necessary prior to discharge);
  - (ii) waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
  - (iii) water used to control dust in accordance with section 3.5.5;
  - (iv) potable water sources including waterline flushings from which chlorine has been removed to the maximum extent practicable;
  - (v) routine external building washdown that does not use detergents or other chemicals;

- (vi) uncontaminated groundwater or spring water; and
- (vii) foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents, heavy metals, etc.)

**(4) Prohibition of Illicit Connections**

The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

**(5) Reduction of Stormwater Pollutants by the use of Best Management Practices**

Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

**(6) Notification of Spills**

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City in person or by telephone, fax, or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

**(7) No Illegal Dumping Allowed**

No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the City.

## **Article 10 Floodway/Floodplain**

All provisions of the City of Gallatin Municipal Floodplain Ordinance as outlined in Article 10.03 of the Gallatin Zoning Ordinance shall be followed.

## **Article 11 Enforcement**

### **(1) General**

In order to enforce the provisions of this ordinance, the City of Gallatin shall have the Authority to issue Notices of Violation, Stop Work Orders suspending construction activities, suspend issuance of building permits, withhold approval of plans, and impose Civil Penalties as outlined in the City's Enforcement Response Plan (ERP). The ERP is located in the office of the City Engineer.

### **(2) Applicability**

The provisions of this article shall be applicable to all new and existing construction, existing residential, commercial and industrial developments, hot spots, and any such property or facility which causes violations to the provisions of this ordinance.

## **Article 12 Penalties**

### **(1) Violations**

Any person who shall commit any act declared unlawful under this chapter, who violates any provision of this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City of Gallatin Engineering Division, shall be guilty of a civil offense.

### **(2) Penalties**

Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this chapter may be assessed a civil penalty by the City of Gallatin Engineering Division of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

### **(3) Measuring Civil Penalties**

In assessing a civil penalty, the City of Gallatin Engineering Division may consider:

- (a) The harm done to the public health or the environment;
- (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
- (c) The economic benefit gained by the violator;
- (d) The amount of effort put forth by the violator to remedy this violation;
- (e) Any unusual or extraordinary enforcement costs incurred by the City;
- (f) The amount of penalty established by ordinance or resolution for specific categories of violations; and
- (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

### **(4) Recovery of Damages and Costs**

In addition to the civil penalty in subsection (2) above, the City may recover:

- (a) All damages proximately caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this chapter, or any other actual damages caused by the violation.
- (b) The costs of the City's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this chapter.

**(5) Other Remedies**

The City may bring legal action to enjoin the continuing violation of this chapter, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

**(6) Remedies Cumulative**

The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

## **Article 13 Appeals**

Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this chapter may appeal said penalty or damage assessment to the stormwater hearing authority.

**(1) Stormwater hearing authority created**

- a) A stormwater hearing authority is created, with the powers and jurisdiction as granted and set out herein and in T.C.A. 68-221-1106 as may hereafter be amended
  - i) The local stormwater hearing authority shall consist of five (5) members, all to be residents of the county. The members shall be appointed by the mayor and confirmed by a majority vote of the City council. Each member shall be appointed for a two-year term, and shall serve until their successor is appointed. Each member shall serve without compensation. Four (4) members shall be required for a quorum to conduct business, but a lesser number of members may adjourn the meeting from day to day in the absence of a quorum. All decisions shall be by a majority vote of those present. Meetings shall be held at the call of the chairperson or mayor, by written notice, as required by law. The members shall elect from the members a chairperson annually.
  - ii) The five (5) members shall consist of the following:
    - (1) One (1) member to be from a major industry.
    - (2) One (1) member to work in utilities.
    - (3) One (1) member to work in finance.
    - (4) Two (2) members shall be private citizens.
  - iii) In the event of a conflict of interest involving any member, the mayor shall appoint a temporary replacement for the matter.

**(2) Appeals to be in writing**

The appeal shall be in writing and filed, with the appeal review fee (Appendix A), with the City Engineer for the City of Gallatin within thirty (30) days after the civil penalty, late fee and/or damage assessment is served in any manner authorized by law.

**(3) Public hearing**

Upon receipt of an appeal, the City's stormwater hearing authority shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a newspaper of general circulation. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the stormwater hearing authority of the City shall be final.

If a refund is due, the City Engineer shall authorize the refund and appeal review fee, which will be provided as the City Engineer deems as necessary.

**(4) Appealing decisions of the stormwater hearing authority**

Any alleged violator may appeal a decision of the City's stormwater hearing authority pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

## Appendix A

**Property classifications and rates for stormwater user fee:**

**Schedule**

Category	Monthly Rate
Residential	\$2.00/meter
Commercial	\$15.00/meter
Exempt	\$0
*If no meter exists, it will be assumed the property is not developed and will not be subject to the Stormwater User Fee.	

Late fee schedule: \$1 per # of weeks late week past the date indicated in the utility bill statement.

Stormwater Hearing Authority Review Fee: \$50

Stormwater Design Appeals Board Review Fee: \$50

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DRAFT

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

March 24, 2015

**DEPARTMENT: Mayor Brown**

**AGENDA # 9**

**SUBJECT:**

Adventure Tourism Districts

**SUMMARY:**

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

**RECOMMENDATION:**

**ATTACHMENT:**

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

**Resolution**

**Ordinance**

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

**Correspondence**

**Contract**

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

**Bid Tabulation**

**Other**

**Approved**

<input type="checkbox"/>
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**Rejected**

<input type="checkbox"/>
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**Deferred**

<input type="checkbox"/>
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**Notes:**



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MEMORANDUM

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**TO:** CITY COUNCIL  
**FROM:** MAYOR BROWN  
**SUBJECT:** ADVENTURE TOURISM  
**DATE:** MARCH 20, 2015

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Last week, I attended a Sumner County Joint Economic Community Development meeting in which the Adventure Tourism & Rural Development Act of 2011 was discussed along with the County's related plan and resolution. Here is a synopsis of the presentation:

- What does Adventure Tourism include?
  - ATVs, canoeing, hang-gliding, kayaking, mountain biking, paragliding, rappelling, road biking, rock climbing, rowing, shooting sports, spelunking, triathlons, white water rafting, zip lining, restaurants\*, hotels\*
- Approval as an Adventure Tourism District will allow qualified businesses that locate within the district to earn a jobs tax credit to offset a portion of the business' Tennessee franchise and excise tax liability.
- The qualified business must make a capital investment of at least \$500,000 and create the required number of full-time jobs with minimum health care benefits.
- Businesses located within Tier 1 counties must create a minimum of 25 jobs.
- After a District is certified and a business has met the requirements, a credit of \$4,500 per qualified job will be allowed.
- Implementation includes:
  - Parcel map showing boundaries
  - Business plan with quantifiable numbers
  - Resolution by governing body
  - Notarized letter from governing mayor or executive
  - Deadline: April 15

Planning Director Bill McCord and I will present more information at the March 24 Council Committee Meeting.

If you have questions, do not hesitate to contact me.

## Sumner County, TN

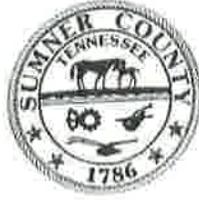
### Adventure Tourism Business Plan Outline

The 2035 Comprehensive Plan, Sumner County's Blueprint to the Future, documented the importance of maintaining and preserving Sumner County's natural, cultural, and historical resources. There is potential to develop a tourism industry encompassing the County's natural and cultural heritage. These activities offer economic development opportunities.

Sumner County's attractive for Adventure Tourism for the following areas:

- 1) Old Hickory Lake and Corps of Engineer property – Recreational and Park areas, Watersports, Marinas, Boating, Rowing, Picnicking, Camping (ex. Lock 4, Cages Bend Campground)
- 2) Red River – Headwaters are in Sumner County, Scenic River, Watersports – canoeing, kayaking
- 3) Bledsoe Creek State Park – Rich in history, Native American history along with various historical sites nearby. The Bledsoe Creek territory became a Tennessee State Park in 1973. Activities: Visitor Center, Hiking, Biking, Picnic Facilities, Camping, Fishing, Boating.
- 4) State Historic Sites and Local Historic Sites –Bledsoe's Fort Historical Park – 80 acre County Park, Hiking/Walking Trail (ex. Castalian Springs Area, Rock Castle, Douglass Clark House, Mansker's Station – Moss Wright Park)
- 5) Sport Shooting - shooting events and facilities (ex. Original Lockett Development)
- 6) Equestrian – Mule Day, local equestrian opportunity, trail riding, facilities to attract riders (ex. Red River District, Little Tunnel, Cottontown)
- 7) Designated Bicycle Routes/Hiking/Mountain Biking/Greenway Trails – Scenic areas, parks, recreational opportunities (ex. Bledsoe Creek State Park, Long Hollow Pike, Hwy 25, Station Camp Greenway)
- 8) Rock Climbing (ex. Little Tunnel)
- 9) Off Road Vehicle Trails – OHV trails, ATV's (ex. Little Tunnel, Long Hollow Pike)

MARCH 16, 2015



STATE OF TENNESSEE  
Sumner County

Date

STATE OF TENNESSEE, SUMNER COUNTY  
I, the undersigned county clerk, do hereby  
certify that this is a true and correct  
copy of the original instrument filed in  
this office.

Given under my hand and the seal of office

This 17<sup>th</sup> day of March 20 15

*Bill Kemp*  
SUMNER COUNTY CLERK

*by Maria H. Sawyer*

Board of County Commissioners

# RESOLUTION

No. 1503-18

TITLE

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

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

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

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

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

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

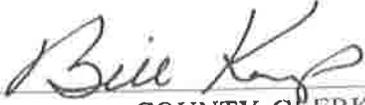
**WHEREAS**, the application packet must include a parcel map showing the boundaries of the proposed district and an Adventure Tourism District plan (which shall be more specifically defined in the application package); and

**WHEREAS**, it is in the best interests of Sumner County and those municipalities contributing to this application to support local tourism related businesses and to encourage the creation of jobs in these communities through the creation of an Adventure Tourism District, which is recommended by the County Executive.

**NOW, THEREFORE, BE IT RESOLVED** by the Sumner County Board of County Commissioners meeting in regular session on this the 16<sup>th</sup> day of March, 2015, that this body, based upon the recommendation of the County Executive, and pursuant to the requirements of the Tennessee Adventure Tourism and Rural Development Act of 2011, Sumner County, Tennessee hereby creates an Adventure Tourism District, with the boundaries of said district being set forth in the application package and further authorizes the submission of a adventure tourism district plan, with both documents being required as part of the application packet to the Tennessee Department of Economic and Community Development and the Tennessee Department of Revenue.

**BE IT FURTHER RESOLVED** that the County Executive may execute the appropriate legal instruments to accomplish the same.

CERTIFICATION OF ACTION

  
COUNTY CLERK

  
COUNTY EXECUTIVE  
3/17/2015  
DATE

Ayes 23 Nays \_\_\_\_\_ Abs 1

APPROVED:

REJECTED: