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**CITY OF GALLATIN  
COUNCIL MEETING**

**September 16, 2014**

**6:00 pm**

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

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- Call to Order – Mayor Jo Ann Graves
- Invocation
- Pledge of Allegiance – Councilman Hayes
- Roll Call: Vice Mayor Alexander – Brackenbury – Camp – Hayes – Kemp – Mayberry – Overton
- Approval of Minutes: City Council Meeting September 2, 2014
- Public Recognition on Agenda-Related Items
- Mayor’s Comments

**AGENDA**

1. **Public Hearing Ordinance No. O1408-47** An ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 9.34 (+/-) acre portion of a parcel (S.B.E. Tax Map #111//Parcel 001.00), located at the east end of Gateway Drive from Agricultural-Residential (A) Zoning District to the Industrial Restrictive (IR) Zoning District; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date **(Councilwoman Kemp)**
2. **Second Reading Ordinance No. O1408-51** Ordinance authorizing funds in the amount of \$119,000.00 to purchase Lots 103 and 104 in Clear Lake Meadows development, Section 7, Phase 1 for the purpose of building Gallatin Fire Station Number Five. **(Councilman Overton)**
3. **Second Reading Ordinance No. O1408-53** Ordinance appropriating funds in the amount of \$3,085.71 for groundwater monitoring and reporting for the Resource Authority in Sumner County, Tennessee **(Councilman Hayes)**
4. **Second Reading Ordinance No. O1409-54** Ordinance waiving tap fees for Habitat for Humanity **(Councilman Mayberry)**
5. **First Reading Ordinance No. O1409-55** Ordinance appropriating \$83,427.10 to the State of Tennessee for prior State collections pursuant to Tennessee Code Annotated §55-9-603 **(Councilman Mayberry)**
6. **First Reading Ordinance No. O1409-56** Ordinance authorizing funds in the amount of \$285,902.00 for the repair and renovation of the structure located at 411 South Water Avenue, Gallatin, Tennessee **(Councilwoman Kemp)**
7. **Resolution No. R1409-44** Resolution approving the use of right-of-way located on Chloe Drive near the intersection of Noah Lane for the installation of community identity markers for The Retreat at Fairvue Homeowners Association **(Councilman Hayes)**
8. **Resolution No. R1409-45** Resolution for the Amended Section 125 Cafeteria Plan for the City of Gallatin **(Councilwoman Brackenbury)**

9. **Resolution No. R1409-46** Resolution authorizing Mayor to execute purchase of sale agreement related to Project Bindle locating in the City's Industrial Center, Phase I **(Councilwoman Kemp)**
10. **Resolution No. R1409-47** Resolution authorizing Mayor to execute purchase of sale agreement related to Project Innio locating in the City's Industrial Center, Phase I **(Councilwoman Kemp)**
11. **Resolution No. R1409-48** Resolution authorizing Mayor to execute purchase of sale agreement related to Project Buffalo locating in the City's Industrial Center, Phase II **(Councilwoman Kemp)**

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

**City of Gallatin  
City Council Meeting**

**September 2, 2014**

The Gallatin City Council met in regular session on Tuesday, September 2, 2014 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. Mayor Jo Ann Graves called the meeting to order at 6:00 P.M. Vice Mayor John D. Alexander led the opening prayer and Councilman Craig Hayes led the Pledge of Allegiance.

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

**Present:**

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

**Absent:**

**Others Present**

David Brown, Leisure Services Dir.  
Rachel Nichols, Finance/IT Director  
Debbie Johnson, Human Resource Dir.  
Bill McCord, City Planner  
News Examiner, Reporter  
Rosemary Bates, Special Projects Director  
Tommy Dale, Assistant Fire Chief

David Gregory, Public Utilities Dir.  
James Fenton, EDA Director  
Don Bandy, Police Chief  
Connie Kittrell, City Recorder  
Nick Tuttle, City Engineer  
Addam McCormick, Codes Dept.  
Susan High McAuley, City Attorney

**Approval of Minutes**

Mayor Graves presented the minutes of the August 19, 2014 City Council Meeting for approval. Councilwoman Kemp made motion to approve; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

**Public Recognition on Agenda Related Items**

Mayor Graves opened public recognition on agenda related items and with no one wishing to speak, Mayor closed public recognition.

**Presentation of State Form CT-0253**

Finance/IT Director Rachel Nichols presented the State Form CT-0253 as required by the State. Ms. Nichols stated this presentation must be at a public meeting and represents both bonds.

**Mayor's Comments**

Mayor announced the following:

- Gallatin's Walk Across Sumner Kick-Off is September 3<sup>rd</sup> at 4:45 PM at the Greenway Trailhead on Broadway. The walk is a one mile event and everyone is invited.
- State of the City is 11:30 AM September 8<sup>th</sup> at the Epic Event Center and reservations can be made through the Chamber of Commerce.

**Agenda**

**1. Ordinance #O1407-44 - Second Reading**

Councilman Mayberry presented this ordinance to appropriate 2014 General Obligation Bond in the amount of \$8,596,000 and 2014 Water/Sewer Revenue Bond in the amount of \$4,650,000.

Councilman Mayberry made motion to approve; Vice Mayor Alexander second.

Councilman Mayberry made motion to amend by adding \$3,500 out of the premium of the bond for Clearview Park Walking Track; Vice Mayor Alexander second. Motion carried with 7 ayes and 0 nays.

Mayor called for the vote on the ordinance as amended. Motion carried with 7 ayes and 0 nays.

**2. Ordinance #O1408-48 - Second Reading**

Vice Mayor Alexander presented this ordinance appropriating funds for 2013/2014 Carry-Over Capital Projects.

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

**3. Ordinance #O1408-50 – Second Reading**

Councilman Overton presented this ordinance amending the Gallatin Municipal Code, Chapter 3, Alcoholic Beverage, Section 3-81, Retail Sales, to provide that no retailer shall hold more than fifty percent (50%) of the retail liquor store licenses.

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

**4. Ordinance #O1408-51 – Second Reading**

Councilman Overton presented this ordinance authorizing funds in the amount of \$119,000.00 to purchase Lots #103 and #104 in Clear Lake Meadows development, Section 7, Phase 1 for the purpose of building Gallatin Fire Station #5.

Councilman Overton made motion to approve; Vice Mayor Alexander second.

Councilman Hayes suggested looking at the property on Coles Ferry/ Airport Road as an alternate option. Mr. Hayes stated the cost of this property could save the city \$40,000.

Councilman Hayes made motion to defer.

Assistant Fire Chief Tommy Dale stated this property on Coles Ferry/ Airport Road is .06 of a mile further around Airport Road and that puts the Fire Department out of their four (4) minute response time. Assistant Chief Dale also spoke about future Fire Hall sites.

Councilman Mayberry asked about future plans for an expansion road from Nichols Lane to Peach Valley Road. City Planner Bill McCord stated the 20/20 Long Range Plan shows a four way intersection at Nichols Lane and Clear Lake Meadows. Mr. McCord stated Clear Lake Meadows would have to be moved approximately 100 feet east to accommodate that intersection but it would not affect the two lots being considered.

There was much discussion on the results of the geological survey and including the results of the survey in the contract.

Councilman Overton made motion to amend to purchase this property contingent upon passing the geological survey.

Councilman Hayes stated he made a motion earlier to defer. Councilman Mayberry seconded Councilman Hayes deferral motion.

Councilwoman Brackenbury asked Assistant Fire Chief Dale to provide Council with written pros/cons for each proposed location.

Discussion continued on other locations/sites for Fire Hall #5.

Mayor called for the vote on the deferral. Motion to defer passed 4 ayes and 3 nays. The results of the vote: Councilman Hayes voted aye, Councilman Mayberry voted aye, Councilwoman Brackenbury voted aye, Councilwoman Kemp voted aye. Councilman Camp voted nay, Councilman Overton voted nay, and Vice Mayor Alexander voted nay.

Mayor stated this will be on the next work session agenda for further discussion.

**5. Ordinance #O1408-47 - First Reading**

Councilwoman Kemp presented this ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 9.34 (+/-) acre portion of a parcel (S.B.E. Tax Map #111/Parcel 001.00, located at the east end of Gateway Drive from Agricultural-Residential (A) Zoning District to the Industrial Restrictive (IR) Zoning District; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

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

**6. Ordinance #O1408-53 - First Reading**

Councilman Hayes presented this ordinance appropriating funds in the amount of \$3,085.71 for groundwater monitoring and reporting for the Resource Authority in Sumner County, Tennessee.

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

**7. Ordinance #O1409-54 - First Reading**

Councilman Mayberry presented this ordinance waiving tap fees for Habitat for Humanity.

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

### Other Business

Mayor Graves called for other business.

- Councilman Overton requested the South Water Building (Old Health Department) placed on next week's work session agenda.
- Councilman Overton asked Mayor's decision on which firm the City would be using for the expansion to the Civic Center. Mayor Graves stated she had reviewed the proposals and is setting up times for interviews with the two firms to discuss fee schedules.
- Vice Mayor Alexander asked City Engineer Nick Tuttle for an update on Blakemore Street. Mr. Tuttle stated his understanding is that Public Works Director Ronnie Stiles has received the contract from Rogers Engineering Group and Mr. Stiles would get the contract to City Attorney Susan High-McAuley for approval as to form and then on to the Mayor. (Mr. Stiles was absent from the meeting)
- Mayor Graves asked Special Projects Director Rosemary Bates for a report on all the projects in the bond for next week's work session.
- Special Projects Director Rosemary Bates presented a request from Sumner Teen Center to close Lower Station Camp Creek Road from 8:00 AM to 9:30 AM on October 11<sup>th</sup> for a fund raiser run. Ms. Bates reported that all pertinent department heads have signed off on this request.

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

- Special Projects Director Rosemary Bates presented a street closing event on the evening of September 15<sup>th</sup> from Foster Street to Boyers Street, the "L" of the Square and possibly North Water through Main Street down to Franklin Street. Ms. Bates stated signatures of all the businesses have been obtained but no signatures of department heads have been obtained. Ms. Bates added they will be shooting a music video and bringing around 200 people downtown with them.

Ms. Bates added that they are requesting to close the streets from 6:00 PM to Midnight on Monday night and the company name is Gear Seven Creative.

Council discussed.

Councilwoman Brackenbury made motion to approve the street closure contingent upon department head signatures/approval; Councilman Overton second. Motion carried with 7 ayes and 0 nays.

Council requested Ms. Bates gather information on the company/event and report at the next work session.

### **Public Recognition on Non-Agenda Related Items**

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

- Bob Thomas of 166 Grandview Circle informed Council of the roadway sinking on Grandview Circle. Mr. Thomas requested the street department inspect the area.
- Councilwoman Brackenbury stated several Christain Towers residents are requesting a crosswalk from Christain Towers to the Senior Citizen Center. She added that the residents are complaining about vehicles not stopping at the Stop Sign and the safety factor of crossing the road in that area.

City Engineer Nick Tuttle stated he would study that area to determine the proper device needed.

Mayor requested this item be on next week's work session. Mr. Tuttle said he may not have all the information in the packets by next week but there can be discussion next week.

- Vice Mayor Alexander read a letter from a constituent asking how the City determined the value of the recent properties considered for purchase by the city.

Mayor Graves stated Council authorized Joe Thompson to negotiate with the owner of 170 West Franklin Street. Mayor continued that she has no authority to negotiate unless Council gives her that authority. Mayor concluded that one was authorized and one was not authorized.

### **Adjourn**

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

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Mayor Jo Ann Graves

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City Recorder Connie Kittrell

PUBLIC HEARING: SEPTEMBER 16, 2014  
2<sup>ND</sup> READING: OCTOBER 7, 2014

ORDINANCE NO. 01408-47

AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING A 9.34 (+/-) ACRE PORTION OF A PARCEL (S.B.E. TAX MAP #111//PARCEL 001.00), LOCATED AT THE EAST END OF GATEWAY DRIVE FROM AGRICULTURAL-RESIDENTIAL (A) ZONING DISTRICT TO THE INDUSTRIAL RESTRICTIVE (IR) ZONING DISTRICT; AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Gallatin Municipal-Regional Planning Commission, pursuant to Section 15.07.040 of the Gallatin Zoning Ordinance has reviewed and recommended approval in GMRPC Resolution No. 2014-70 ; and

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

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

1. The Gallatin City Council hereby concurs with the recommendations of the Gallatin Municipal-Regional Planning Commission and hereby approves changing the zoning from the Agricultural-Residential (A) District to the Industrial Restrictive (IR) District on the property described in Exhibit A, Exhibit B, and Exhibit C; and
2. Based upon the recommendation of approval by the Gallatin Municipal-Regional Planning Commission and after public notice and public hearing in compliance with Section 15.07.060 of the Gallatin Zoning Ordinance, that Industrial Restrictive (IR) District zoning is hereby established for the property described in Exhibit A, Exhibit B, and Exhibit C; and
3. The Gallatin City Council hereby approves, authorizes and directs the revision of the City's Official Zoning Atlas in accordance with Section 15.07.080 of the Gallatin Zoning Ordinance, the official zoning map of the City of Gallatin, Tennessee, and shall, upon the effective date of this ordinance, amend the Atlas to reflect the established zoning for the property; and
4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict; and
5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provision or applications of this ordinance which can be given without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

PASSED FIRST READING: September 2, 2014.

PASSED SECOND READING:

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MAYOR JO ANN GRAVES

ATTEST:

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CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

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SUSAN HIGH-MCCAULEY  
CITY ATTORNEY

# EXHIBIT A

## Gateway Drive cul de sac east of the Gregory West Line, Gallatin Industrial Park, Phase 3 Legal Description

BEING located in the 2<sup>nd</sup> Civil District of Sumner County, Tennessee, being located north of State Route 25 (Hartsville Pike) and being a portion of the Gregory Real Estate, LLC Property as recorded in Record Book 3371, Page 518, in the Register's Office of Sumner County, Tennessee and being more particularly described as follows:

BEGINNING at an existing 1" iron pin monument at the base of an existing rock wall, said monument also being the northeasterly corner common to the City of Gallatin Property as recorded in Record Book 2962, Page 808, in the Register's Office of Sumner County, Tennessee and southerly corner common to the Gregory Real Estate, LLC Property as recorded in Record Book 1811, Page 783, in the Register's Office of Sumner County, Tennessee

Thence continuing along with the easterly line of the City of Gallatin Property and continuing along with the westerly line of the Gregory Real Estate, LLC Property S 07°07'14" W a distance of 1381.72' to a new iron pin monument, said monument being the TRUE POINT OF BEGINNING;

Thence with a dedicated right-of-way across the Gregory Real Estate, LLC Property the following five calls: S 82°33'41" E a distance of 72.46' to a new iron pin monument;

Thence with a curve turning to the left with an arc length of 42.70', with a radius of 50.00', with a chord bearing of N 72°58'19" E, with a chord length of 41.42', to a new iron pin monument;

Thence with a reverse curve turning to the right with an arc length of 421.92', with a radius of 87.00', with a chord bearing of S 07°26'19" W, with a chord length of 114.31', to a new iron pin monument;

Thence with a reverse curve turning to the left with an arc length of 42.70', with a radius of 50.00', with a chord bearing of N 58°05'41" W, with a chord length of 41.42', to a new iron pin monument;

Thence N 82°33'41" W a distance of 72.02' to a new iron pin monument, said monument being a point in the easterly property line of the City of Gallatin Property;

Thence continuing along with easterly line of the City of Gallatin Property N 07°07'14" E a distance of 80.00' to a new iron pin monument, which is the point of beginning, having an area of 31,294 square feet, 0.72 acres more or less.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated June 6, 2014.

PC 0329-14

# EXHIBIT B

## Gallatin Industrial Park Phase 3 far easterly portion of Lot 6 Legal Description

BEING located in the 2<sup>nd</sup> Civil District of Sumner County, Tennessee, being located north of State Route 25 (Hartsville Pike) and being a portion of the Gregory Real Estate, LLC Property as recorded in Record Book 3371, Page 518, in the Register's Office of Sumner County, Tennessee and being more particularly described as follows:

BEGINNING at an existing 1" iron pin monument at the base of an existing rock wall, said monument also being the northeasterly corner common to the City of Gallatin Property as recorded in Record Book 2962, Page 808, in the Register's Office of Sumner County, Tennessee and southerly corner common to the Gregory Real Estate, LLC Property as recorded in Record Book 1811, Page 783, in the Register's Office of Sumner County, Tennessee

Thence continuing along with the easterly line of the City of Gallatin Property and continuing along with the westerly line of the Gregory Real Estate, LLC Property S 07°07'14" W a distance of 2075.78' to a new iron pin monument, said monument being the TRUE POINT OF BEGINNING;

Thence with a severance line across the Gregory Real Estate, LLC Property the following three calls: S 14°06'46" E a distance of 173.89' to a new iron pin monument;

Thence S 09°05'58" W a distance of 154.40' to a new iron pin monument;

Thence S 31°53'02" W a distance of 137.62' to a new iron pin monument, said monument being a point in the easterly property line of the City of Gallatin Property;

Thence continuing along with easterly line of the City of Gallatin Property, N 07°07'14" E a distance of 441.36' to a new iron pin monument, which is the point of beginning, having an area of 18,012 square feet, 0.41 acres more or less.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated June 6, 2014.

PC 0329-14

# EXHIBIT C

## Gregory Land for easterly portion of Lot 4, Gallatin Industrial Park, Phase 3 Legal Description

BEING located in the 2<sup>nd</sup> Civil District of Sumner County, Tennessee, being located north of State Route 25 (Hartsville Pike) and being a portion of the Gregory Real Estate, LLC Property as recorded in Record Book 3371, Page 518, in the Register's Office of Sumner County, Tennessee and being more particularly described as follows:

BEGINNING at an existing 1" iron pin monument at the base of an existing rock wall, said monument also being the northeasterly corner common to the City of Gallatin Property as recorded in Record Book 2962, Page 808, in the Register's Office of Sumner County, Tennessee and southerly corner common to the Gregory Real Estate, LLC Property as recorded in Record Book 1811, Page 783, in the Register's Office of Sumner County, Tennessee

Thence leaving said City of Gallatin Property and continuing along with the southerly line of the Gregory Real Estate, LLC Property S 82°33'41" E a distance of 262.53' to a new iron pin monument;

Thence with a new severance line across the Gregory Real Estate, LLC Property the following four calls: S 07°07'14" W a distance of 1420.76' to a new iron pin monument;

Thence with a curve turning to the left with an arc length of 210.00', with a radius of 87.00', with a chord bearing of N 62°20'46" W, with a chord length of 162.60', to a new iron pin monument;

Thence with a reverse curve turning to the right with an arc length of 42.70', with a radius of 50.00', with a chord bearing of S 72°58'19" W, with a chord length of 41.42', to a new iron pin monument;

Thence N 82°33'41" W a distance of 72.46' to a new iron pin monument, said monument being a point in the easterly property line of the City of Gallatin Property;

Thence continuing along with easterly line of the City of Gallatin Property N 07°07'14" E a distance of 1381.72' to an existing 1" iron pin monument, which is the point of beginning having an area of 357,592 square feet, 8.21 acres more or less.

All bearings based on Tennessee State Plane (NAD 83)

This description was prepared by Blue Ridge Surveying, Inc., certified by Brian M. Reifschneider RLS #2487, and dated June 6, 2014.

PC0329-14

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

AUGUST 26, 2014

**DEPARTMENT: PLANNING DEPARTMENT**

**AGENDA # 2**

**SUBJECT:**

Ordinance No. O1408-47 an ordinance of the City of Gallatin, Sumner County, Tennessee, amending the zoning on 9.34 (+/-) acres from Agricultural-Residential (A) to Industrial Restrictive (IR)

**SUMMARY:**

Applicant requests approval to amend the Gallatin Zoning Ordinance Official Zoning Atlas, to rezone a portion of one (1) parcel (Tax Map 111//Parcel 001.00) containing 9.34 (+/-) acres located at the east end of Gateway Drive. The Gallatin Municipal-Regional Planning Commission will review this rezoning request at the August 25, 2014 Planning Commission Meeting. (PC0329-14) (Z-2014-26).

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

ORDINANCE AUTHORIZING FUNDS IN THE AMOUNT OF \$119,000.00 TO PURCHASE LOTS 103 AND 104 IN CLEAR LAKE MEADOWS DEVELOPMENT, SECTION 7, PHASE 1 FOR THE PURPOSE OF BUILDING GALLATIN FIRE STATION NUMBER FIVE.

**BE IT ORDAINED, BY THE CITY OF GALLATIN, TENNESSEE,** that the total funds in the amount of \$119,000 for the purchase of said property is authorized and appropriated from the 2014 General Obligation Bond, Account 31342220-922-105.

**BE IT FURTHER ORDAINED, BY THE CITY OF GALLATIN, TENNESSEE,** that a contract for the purchase of said real property shall be approved by the City Attorney and the Mayor shall be authorized to execute said contract and any other document necessary to effectuate the purchase of the aforescribed property.

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

PASSED FIRST READING: August 19, 2014

PASSED SECOND READING: \_\_\_\_\_.

\_\_\_\_\_  
MAYOR JO ANN GRAVES

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

September 9, 2014

**DEPARTMENT:** Councilman Hayes

**AGENDA #**

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**SUBJECT:**

Location for Fire Hall #5

**SUMMARY:**

Council has passed on first reading an ordinance to purchase land for Fire Hall #4 in Clear Lake Meadows. The item was deferred back to Council Committee at second reading on September 2, 2014. Other council people have asked that alternative properties be considered. Some Councilmembers have also asked for a map showing the 4-minute radius as well as pros and cons of the various sites. The Fire Department will provide all this information at the meeting.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

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**Notes:**

ORDINANCE NO. 01408-53

ORDINANCE APPROPRIATING FUNDS IN THE AMOUNT OF \$3,085.71 FOR  
GROUNDWATER MONITORING AND REPORTING FOR THE RESOURCE  
AUTHORITY IN SUMNER COUNTY, TENNESSEE

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of \$3,085.71 is hereby appropriated from the Sanitation Fund 12543210-590 for initial groundwater monitoring and reporting at the Resource Authority in Sumner County, Tennessee's Odoms Bend Facility. Said groundwater monitoring and reporting is mandated by the Tennessee Department of Environment and Conservation, and said amount represents the City of Gallatin's share of costs pursuant to the Solid Waste Disposal Agreement.

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

PASSED FIRST READING: September 2, 2014.

PASSED SECOND READING:

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MAYOR JO ANN GRAVES

ATTEST:

---

CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

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SUSAN HIGH-MCAULEY  
CITY ATTORNEY

## SOLID WASTE DISPOSAL AGREEMENT

This Agreement made this 20th day of May, 1983, between THE RESOURCE AUTHORITY IN SUMNER COUNTY, TENNESSEE (the "Authority"), THE CITY OF GALLATIN, Sumner County, Tennessee, THE CITY OF HENDERSONVILLE, Sumner County, Tennessee (jointly referred to as the "Municipalities"), and SUMNER COUNTY, Tennessee ("Sumner County").

### WITNESSETH:

WHEREAS, the disposal of solid waste in the Sumner County area is an ever increasing problem, and the use of landfill techniques is unsightly and increases the hazard of unsanitary conditions; and

WHEREAS, there is an ever decreasing amount of land available for sanitary landfill purposes; and

WHEREAS, Sumner County and the Municipalities joined in numerous discussions concerning the construction of a central waste disposal facility in Sumner County for the use and benefit of the Municipalities and Sumner County and the residents thereof; and

WHEREAS, Chapter 157 of the 1979 Private Acts of Tennessee, as amended by Chapter 291 of the 1980 Private Acts of Tennessee ("Act"), created the Authority and the Authority has organized and is presently acting as such; and

WHEREAS, the Authority acquired from Sumner County the County's landfill and operates the same for the benefit of Sumner County and the Municipalities and has constructed a solid waste disposal and resource recovery facility (the "Facility") in Sumner County, to provide Sumner County and the Municipalities with an economically and environmentally sound long-term solution to their solid waste disposal problems.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein expressed, the parties do agree as follows:

### L. DEFINITIONS

1.01 "Authority" means Resource Authority in Sumner County, Tennessee, as created by the Act.

1.02 "Bond Debt" or "Bond Issue" shall refer to those bonds, bond anticipation notes, or other obligations issued by the Authority in connection with the Solid Waste incineration capacity of the Facility pursuant to the Act, except such terms shall not include those bonds, bond anticipation notes, or other obligations issued by the Authority pursuant to the Act for the purpose of financing the acquisition, construction, or equipping of a new facility or expanding the Solid Waste incineration capacity of the Facility.

1.03 "Collection System" refers to any Solid Waste collection system operated by, on behalf of, or directed by Sumner County or the Municipalities.

1.04 "Facility" means the Solid Waste and resource recovery facility constructed by the Authority as more specifically described in Exhibit A, attached hereto.

1.05 "Flat Fee" means the fee or fees herein established in Section 5.01(a) and for the payment of which Sumner County shall be obligated.

1.06 "Force Majeure" shall mean those items specified in Section 6.01 of this Agreement.

1.07 "Landfill" or "Sanitary Landfill" means any land area from time to time selected or operated by or on behalf of the Authority for the purpose of solid waste disposal.

1.08 "Municipalities" means the Cities of Gallatin and of Hendersonville, Sumner County, Tennessee.

1.09 "Solid Waste" means garbage, refuse, and other discarded solid materials, including solid waste materials of a solid nature resulting from municipal, residential, industrial, commercial, and agricultural operations, and from community activities, but does not include solids or dissolved material in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents, dissolved materials in irrigation return flows or other common water pollutants.

1.10 "Tipping Fee" means the fee or fees hereinafter established by the Authority for the disposal of Solid Waste and for the payment of which the Municipalities shall be obligated as provided in Section 5.01(b).

## **II. COVENANTS OF THE MUNICIPALITIES AND SUMNER COUNTY**

2.01 Except as provided in Section 2.06, the Municipalities and Sumner County will during the term of this Agreement transport at their expense and deposit at the Facility or at such other location in Sumner County as the Authority may from time to time direct at such time or times as shall be agreed upon by the parties hereto, all Solid Waste collected through the medium of their Collection Systems.

2.02 Insofar as they may lawfully do so, the Municipalities will continue to operate their individual Collection Systems whereby they provide Solid Waste collection and/or disposal services to residences and, where applicable, to commercial and industrial enterprises within or adjacent to the Municipalities and Sumner County.

2.03 The Municipalities and Sumner County will use their best efforts, to the extent lawful, to assure that all Solid Waste generated within the area of their jurisdictions will be transported to and deposited at the Facility or at such other

location in Sumner County as the Authority may from time to time direct, for disposal.

2.04 The Municipalities and Sumner County will pay to the Authority the fees established in accordance with the provisions of Article V hereof.

2.05 The Municipalities and Sumner County will not authorize, sanction or participate in any competing sanitary landfill or waste disposal facility as long as the Authority takes all of the Solid Waste of the Municipalities and Sumner County for disposal.

2.06 The Municipalities and Sumner County will not knowingly, and will not knowingly permit their contractors, franchisees or agents to knowingly, include or permit the inclusion of any component of Solid Waste which will either be harmful to the Facility or to any Landfill or render dangerous the operation thereof. The Authority may refuse to accept from the Municipalities and Sumner County any Solid Waste not suitable for incineration in the Facility or for disposal in the Landfill, and if the Authority unknowingly accepts such Solid Waste, the Authority will suitably and legally dispose of such waste and the Municipalities and Sumner County shall reimburse the Authority for its costs in such disposal. In addition, the Municipalities and Sumner County shall hold the Authority harmless from any claim or action arising out of the Authority's handling or disposal of such waste.

Waste considered harmful or dangerous for incineration in the Facility or for disposal in the Landfill includes, but is not limited to, materials which create explosive conditions, materials which contain hazardous chemical properties or include any radioactive substance, sewage, night soil or septic tank pumpage, or which pose a substantial present or potential hazard to human health, the Facility or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

The Authority can advise the Municipalities and Sumner County from time to time of such items the Authority considers harmful or dangerous, and the Municipalities and Sumner County will immediately thereafter take steps to prevent the inclusion of such items in Solid Waste delivered to the Authority.

2.07 Notwithstanding any provisions of this Agreement to the contrary, failure on the part of the Authority to observe or fully perform any of its obligations under the Agreement or by law will not make the Authority liable in damages to the Municipalities and/or Sumner County or relieve the Municipalities or Sumner County of their obligations to make the required payments or to fully perform any other obligation required of them under the Agreement. Without limiting the generality of the foregoing, the Municipalities and the County agree to make the payments set forth in Article V hereof, regardless of whether or not the Facility is in commercial operation, whether because of Force Majeure or any other reason, and regardless of whether or not Solid Waste is being disposed of at the Facility. The Authority specifically recognizes that the Municipalities and Sumner County are entitled to sue the Authority for injunctive relief, writ of mandamus, specific performance or to exercise such other legal or equitable remedies, not excluded by the Agreement, and to enforce the Authority's obligations and covenants hereunder.

2.08 Notwithstanding any other provisions in this agreement which may be interpreted to the contrary, Municipalities and Sumner County expressly understand and agree that this Agreement is subject to the terms and conditions, including but not limited to the repayment provisions contained therein, of Contract No. TV-52828A between the Tennessee Valley Authority ("TVA") and Authority, as amended ("TVA Agreement"), a copy of which is attached hereto as Exhibit B, as the same may be further amended from time to time.

### III. COVENANTS OF THE AUTHORITY

3.01 The Authority will, during the term of this Agreement, accept at the Facility or at such other site as specified in Section 2.01 above, all Solid Waste caused to be delivered to it by the Collection Systems of the Municipalities, and will dispose of same in an approved manner and in accordance with the schedule of rates appearing in Section 5.01 hereof.

3.02 The Authority will own and operate a Landfill in the manner prescribed by law and regulation and shall at all times accept Solid Waste of the Municipalities and of Sumner County for disposal.

3.03 The Authority will proceed with due diligence with the financing of the Facility.

### IV. TERM

4.01 The initial term of this Agreement shall be for twenty-two (22) years from the date of this Agreement, or for so long as the Bond Debt including refunding bonds shall be outstanding whichever is longer, but in no event shall the term exceed forty (40) years from the date of this Agreement.

4.02 Upon expiration of the initial term, this Agreement will be automatically extended for four (4) consecutive additional terms of five (5) years each, unless terminated as set out in Section 4.03 below, but in no event shall this Agreement be extended beyond forty (40) years from the date hereof.

4.03 This Agreement may be terminated by any party hereto at the end of the initial term or at the end of any renewal term upon not less than one (1) year prior notice in writing, and subject to the provisions of Article VI.

### V. RATES AND BILLINGS; ASSIGNMENTS

5.01(a) Sumner County agrees to pay a Flat Fee to the Authority on a monthly basis with the total annual fee being \$125,000.00 for the fiscal year beginning July 1, 1983, \$150,000.00 for the fiscal year beginning July 1, 1984, \$175,000.00 for the fiscal year beginning July 1, 1985, and \$200,000.00 for each fiscal year beginning on or after July 1, 1986, such payments to be made in accordance with Section 5.02.

(b) The Municipalities agree to pay Tipping Fees in such amounts as may be determined from time to time by the Authority to cover all other expenses and the Authority costs associated with the operation of the Facility and the Landfill, up to

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see  
First  
American  
10-1-89  
First  
American

and until the Municipalities are paying Tipping Fees equal to \$25.00 per ton of Solid Waste.

(c) If, after the receipt of the payment provided for in Subsection (a) above, and upon the payment or establishment of the maximum Tipping Fee provided in Subsection (b) above, the Authority determines that the amount of its revenues from all sources is not sufficient to pay all costs of the Facility and the Landfill including, but not limited to, operating costs, the payment of principal and interest on the bond debt, payments to TVA as provided in the TVA Agreement, Insurance, equipment, replacements and all necessary reserves including reserves for debt service, self insurance contingencies, operations, and working capital, it shall notify the Municipalities and Sumner County of such insufficient revenues, and shall state the amount necessary to offset such deficit. Upon such notification, the Municipalities and Sumner County agree to pay such deficit, out of general funds or out of taxes levied for such purpose, as follows:

Any deficit shall be paid by the Municipalities and Sumner County such that Sumner County will contribute three-sevenths (3/7) of such amount, and each of the Municipalities will contribute two-sevenths (2/7) of such amount; such payments shall be made in accordance with Section 6.02.

(d) The Authority shall no later than May 1 in each year complete its budget for the ensuing fiscal year and shall file the same with the governing bodies of the Municipalities and Sumner County. The Authority's budget shall be developed in consultation with its consulting engineers and a report of such engineers as to the reasonableness of such budget shall be filed together with the budget with the governing bodies of the Municipalities and Sumner County. Each Municipality and Sumner County shall appropriate in their respective budgets for the ensuing fiscal year, and levy taxes therefor, amounts equal to their Tipping Fees and Flat Fee for the ensuing fiscal year, respectively. If such budget anticipates appropriations from the Municipalities and Sumner County in accordance with Subsection (c) hereof, each Municipality and Sumner County shall appropriate in their respective budgets for the ensuing fiscal year, and levy taxes therefor, their respective shares of the amount anticipated in the Authority's budget to be paid by the Municipalities and Sumner County pursuant to Subsection (c) hereof.

(e) If at any time the Authority ends a fiscal year with funds remaining from the revenues earned on the Facility and Landfill after making all payments described in Subsection (c), the Authority shall appropriate such excess funds to Sumner County and the Municipalities as follows:

(1) The funds shall be appropriated and paid ratably to Sumner County and to the Municipalities to reimburse for such funds as they may have contributed because of an operating deficit as specified in the Subsection (c) above.

(2) If any excess funds remain after full reimbursement to the Municipalities and Sumner County as specified in Subsection (e)(1) above, then any such remaining excess revenues shall be paid to the

J.P.H.  
B.Y.B.  
T.M.P.  
J.S.

Municipalities to reimburse them for any and all Tipping Fees and/or advances paid in excess of \$10.00 per ton for the delivery of Solid Waste to the Facility.

(3) If any excess funds exist after completely reimbursing the Municipalities and Sumner County for moneys previously paid as described in Subsection (e)(2) above, then such excess revenue shall be appropriated and paid three-sevenths (3/7) to Sumner County and two-sevenths (2/7) to each of the Municipalities.

5.02 The Authority will, if necessary, render its bill to Sumner County and to the Municipalities on the fourth (4th) day of each month for any payments due under Subsections (a) or (b) of Section 5.01 for the previous month. The Authority will, if necessary, render its bill to Sumner County and to the Municipalities on or before December 1 and June 1 of each year for any payments due under Subsection (c) of Section 5.01 for the previous period from May 1 to November 1 or from November 1 to May 1 as the case may be. Bills shall be due and payable ten (10) days after date of bill, and to any amount unpaid twenty (20) days after such due date shall be added a charge of one percent (1%), and an additional one percent (1%) shall be added for each additional thirty (30) days any amount remains due and unpaid.

5.03 Sumner County and the Municipalities, in further consideration of the construction of the Facility and the services rendered hereunder, do hereby assign to the Authority during the initial term and any renewal term of this Agreement, all moneys and payments of moneys due them or paid to them by the United States of America or the State of Tennessee or any agency or instrumentality thereof for or in connection with the disposal of Solid Waste or the planning therefor, excluding any moneys paid in connection with the collection or transportation of Solid Waste. Such assignment will be suspended if the Authority fails to accept Solid Waste for disposal from the Municipalities' Collection System for a period of six (6) consecutive months. Such suspension shall continue until the Authority resumes accepting Solid Waste from the Municipalities' Collection Systems.

## VI. FORCE MAJEURE

6.01 Force majeure shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakage, accidents or any other cause, whether of the kind herein enumerated or not, not within the control of the parties hereto and which, by the exercise of reasonable care, such parties are unable to prevent or overcome.

6.02 Neither the Authority nor Sumner County nor the Municipalities shall be responsible for any failure, shortage or any interruption of service due to force majeure provided that when the event or events constituting such force majeure shall cease to exist the parties shall promptly resume their respective obligations hereunder. Loss resulting from force majeure shall be borne by the party owning the facility, equipment or materials in question without compensation or consideration from the other party.

**VII. MISCELLANEOUS**

7.01 All right and title to Solid Waste delivered to and accepted by the Authority, except hazardous or harmful waste described in Section 2.06, shall pass to the Authority at the time of such delivery.

7.02 Any notice or demand hereunder shall be made in writing and, unless otherwise herein specified, shall be determined to be duly given when delivered by personal service, or forty eight (48) hours after it is deposited for mailing by certified United States mail, postage prepaid. Until such time as a different address is provided from one party to the other, the following shall constitute the addresses to which notices or demands shall be sent:

If to the Authority:

Resource Authority in Sumner County  
c/o Project Manager  
P.O. Box 1096, Steam Plant Road  
Gallatin, TN 37066

And To:  
Chairman  
Resource Authority in Sumner County  
P.O. Box 59  
Gallatin, TN 37066

With copy to:  
Charles W. Bone  
BONE & WOODS  
600 W. Main Street  
Gallatin, TN 37066

If to Sumner County:

County Executive  
Sumner County Courthouse  
Gallatin, TN 37066

If to the City of Gallatin:

Mayor  
Gallatin City Hall  
132 West Main Street  
Room 102  
Gallatin, Tennessee 57066

If to the City of Hendersonville:

Mayor  
Post Office Box 1570  
1 Executive Park Drive  
Hendersonville, Tennessee 37075

7.03 This Agreement represents the entire Agreement between the parties and previous communications between the parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any terms and conditions of this Agreement shall not be binding unless assented to by all parties in writing.

7.04 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

7.05 In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.06 It is intended that this Agreement be construed and governed exclusively by the applicable laws of Tennessee.



## EXHIBIT A

### Description of the Solid Waste and Resource Recovery Facility of the Resource Authority in Sumner County, Tennessee

The Solid Waste and resource recovery facility is part of a larger solid waste disposal and resource recovery project which includes the Sanitary Landfill and provides for the incineration and disposal of waste and the production of steam and electricity for distribution and sale to industrial customers and to the Tennessee Valley Authority. The Facility is situated at 525 Andrews Wire Road in the City of Gallatin, which is located approximately 27 miles northeast of Nashville, Tennessee. The Facility includes two (2) 100-tons-per-day water-cooled rotary combustors, each with an integral boiler and air heater, forced circulating pumps for the water-cooled rotary combustor, pre-heated combustion air system, auxiliary oil burners, feed chute and cut-off gate, duplex ram feeder, sloped water-cooled residue discharge pin-hole grate, water-immersed residue conveyor, siftings and fly ash removal systems, instrumentation and controls. Air pollution control equipment utilized in the Facility is a combination electrostatic precipitator baghouse system.



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
NASHVILLE ENVIRONMENTAL FIELD OFFICE  
711 R. S. GASS BOULEVARD  
NASHVILLE, TENNESSEE 37243  
PHONE (615) 687-7000 STATEWIDE 1-888-891-8332 FAX (615) 687-7078

July 22, 2014

CERTIFIED MAIL 7011 0110 0002 0050 1117  
RETURN RECEIPT REQUESTED

Mr. Larry Wright  
General Manager  
Sumner County Resource Authority  
625 Rappahannock Wire Road  
Gallatin, TN 37066

Rec'd 7/25/14

**RE: Groundwater Monitoring Program - Odems Bend Facility 0011  
Ash Monofill IDL 83-102-0071 & Ash Monofill IDL 83-102-0034 Ext.**

Dear Mr. Wright,

On July 1, 2014, Jerry Branham and I met with you and inspected the RASCo Transfer Station (TRF 83-0191). After the inspection we met at the transfer station's scale-house to discuss groundwater issues at RASCo's Odems Bend Facility (Ash Monofills IDL 83-0071 and IDL 83-0034Ext.). During the meeting I stressed the importance of RASCo. reporting on sample analyses indicating groundwater conditions at the Odems Bend Facility and also that the Division of Solid Waste Management (Division) has concerns with the lack of upgrading, maintenance and use of the facility's groundwater monitoring system.

In past meetings, telephone calls and written correspondence the Division has pointed out numerous deficiencies and regulatory violations with the groundwater monitoring system at the Odems Bend facility. As provided before in notices of violations and compliance review meetings, the following is a list of issues that RASCo. must address to comply with Solid Waste Processing and Disposal Regulations Rules 0400-11-01:

- 1). Establish a groundwater potentiometric surface of the uppermost aquifer by using groundwater elevation measurements taken at the outset of each groundwater sampling event.
- 2.) Establish a background groundwater monitoring point that is not susceptible to being effected by potential leakage from the landfill system. This can be accomplished with a

monitoring point on site or conditionally off site. If the background monitoring point is off-site, samples of groundwater from the background groundwater source must be proven to be comparable to representative groundwater samples on-site.

3.) Upgrade and maintain groundwater monitoring wells to standards outlined in Solid Waste Processing and Disposal Regulations Rules 0400-11-01-.04(7)(a)3. Contact the Division if the monitoring points are impaired in such a way as to not be dependable and in need of being replaced.

4.) Establish at least one permanent benchmark for the site by surveying its location and elevation from a U.S.G.S. benchmark. The permanent benchmark must be of a nature that it may not be moved or altered in any way.

5.) Survey all locations (on and off-site) and elevations of groundwater monitoring points against the newly established permanent site benchmark.

6.) Submit configuration diagrams, field notes, and a location map for all approved groundwater monitoring wells and monitoring points.

7.) Establish a method of statistical analysis for the site and perform statistics appropriately.

8.) In the Groundwater Monitoring Reports, include the following: sampling field notes and chains of custody, sampling personnel names, specific and current analysis methodology per SW-846, quality assurance and quality control data, and any statistical evaluations.

9.) After appropriately addressing issues # 1 through # 7 above, submit a revised Groundwater Detection Monitoring Plan for approval by the Division as a minor modification to the facility's Closure Plans. The Groundwater Detection Monitoring Plan must address and reflect all of the changes to the groundwater monitoring system including locations of any off-site monitoring points such as a monitoring point for a background source of groundwater.

10.) Obtain and analyze samples with a consistent schedule of at least twice per year per Solid Waste Processing and Disposal Regulations Rules 0400-11-01-.04(7)(a)4.

The Division insists that RASCo. sample the Odems Bend groundwater wells immediately, have the samples analyzed, and submit a report about the analyses in a timely manner (issues # 8 and # 10 above). RASCo. must also address the additional eight issues listed above within 30 days of receiving this letter. The Division is prepared to attend meetings with RASCo's consultants prior to on-site activities, so that they will be prepared to meet the requirements of Solid Waste Processing and Disposal Regulations Rules 0400-11-01 and the Division's expectations.

If you have any questions or comments regarding this letter or other issues, please do not hesitate to call me at (615) 687-7107.

Sincerely,

A handwritten signature in cursive script that reads "Alan D. Spear, P.G.".

Alan D. Spear, P.G.  
Geologist  
Division of Solid Waste Management

cc: Mr. Patrick Flood, Director, Division of Solid Waste Management  
Ms. Ashley Holt, Deputy Director of Solid Waste Management  
Mr. Glen Pugh, Manager, Central Office  
Mr. Jason Repsher, Manager, Nashville Field Office  
Mr. Lennie Fottrel, Section Manager, Nashville Field Office

# Rogers & Associates environmental services

August, 11, 2014

Larry,

I certainly appreciate you having us involved in the meeting with the State. The proposal is attached as well under separate cover. I have not included a letter response in my costs but I will respond or assist your response to the letter as well. Please let me know if you have any questions. We can sample next week with an authorization to proceed. Please find below a quick summary of the meeting minutes from the Wednesday meeting.

Date of Meeting: 8-6-14                      Location: RASCo Facility, Gallatin  
Attendees present: Larry Wright, Ryan Maloney and TDEC's Alan Spear and Jason Repsher

1. Requested that the first sampling event will only be sampled for the Appendix 1 list of parameters rather than the full Appendix II list. State agreed.
2. We must notify TDEC of sampling and drilling activities. Alan Spear wants to be present for each event.
3. State indicated that several monitoring wells may be damaged and not able to be sampled.
4. State cautioned that monitoring wells may be developed prior to sampling.
5. Bladder pumps within the monitoring assumed not to be in working order.
6. Larry informed me that well DG-6 had been impacted and may not be in good repair. It was found leaning and it was pulled straight. Casing is likely broken.
7. Mowing/Bush hog is complete
8. Sampling needs to occur immediately. G&M to provide proposal to R&A today.
9. Written response to TDEC letter needs to occur within 30 days.
10. State suggests identifying background well on nearby County parcel.
11. State will allow background data to be collected as with conduct semi-annual monitoring.
12. Surveying may be conducted once all new wells are installed or existing confirmed to be OK.
13. GW Detection Monitoring Plan to be created once new wells are in place.
14. Previous quality of SAR reporting not acceptable to State.
15. State asks that we complete all items within 6-7 months. Develop schedule with 30 day letter response. If items/schedule changes communicate with State beforehand.

Sincerely,  
Keith Rogers

ROGERS & ASSOCIATES  
Environmental Services

## **PROPOSAL OF SERVICES**

**For**

### **Sumner County Resource Authority**

**625 Rappahannock Wire Road  
Gallatin, Tennessee**

**August 11, 2014**

PO Box 206

McMinnville, Tennessee 37111  
*RESIDENTS OF BLOUNT COUNTY*

(931) 607-5167

ROGERS & ASSOCIATES  
Environmental Services

Rogers & Associates is pleased to present this proposal to the Resource Authority for Sumner County. This proposal is for groundwater monitoring and reporting at Odems Bend Landfill. This proposal presents the scope of work and associated costs of the work based on meetings with TDEC on August 7, 2014 and the July 22, 2014 letter from TDEC regarding the groundwater monitoring program at the facility.

**Scope of Work**

1. A review of the State's file will be conducted to obtain background and technical information that will assist in understanding of the site history and developing a Groundwater Monitoring Program for the facility.
2. An initial assessment of the monitoring wells will be performed to determine the baseline condition of the wells. This event may be separate or concurrent with the groundwater monitoring event.
3. Monitoring of the landfill will be conducted once authorization to proceed is given by the Sumner County Resource Authority (RASCo). The wells will be sampled for Appendix I chemicals. TDEC agreed that the initial event could be sampled for Appendix I only at this time. Future monitoring events will require Appendix II to be sampled annually at a minimum.
4. A monitoring report which includes sampling field notes, chains of custody, method of analysis, QA/QC data, and discussion of well repairs and other site observations.

**Cost**

The following scope of services presented above is proposed to be conducted on a time and materials basis in accordance with Griggs & Maloney's Standard Terms and Conditions and Standard Billing Rates for \$10,800. The estimated costs for the work are as follows:

- Review and compilation of State & RASCo files - \$820
- Initial assessment of well condition and ground water sampling and analysis - \$8,100
- Semi-Annual Monitoring Report - \$4,800

Pricing for well development has not been included in the cost of this proposal. Well development is a process by which fines are removed from the vicinity of the well screen. This allows the water to flow freely from the formation into the well, and also reduces the turbidity of the water during sampling. The most common well development methods are: surging, jetting, overpumping, and bailing. If the existing wells need developing, costs for this work will be provided for approval by RASCo prior to conducting the work.

ROGERS & ASSOCIATES  
Environmental Services

**Future Work**

In the August 7, 2014 meeting with TDEC's Mr. Alan Spear and Jason Repsher, RASCo was informed that within the next 6-7 months it was expected to address all items listed in TDEC's July 22, 2014 letter regarding RASCo's Groundwater Monitoring Program at Odems Bend Facility. The TDEC compliance letter requires the following additional actions:

1. Establish a potentiometric surface through groundwater elevation measurements
2. Establish a background monitoring point
3. Upgrade existing monitoring wells
4. Establish a permanent benchmark and survey all locations and elevation for monitoring points
5. Establish a method of statistical analysis
6. Submission of a Groundwater Detection Monitoring Plan

The items above will be addressed in a separate proposal after the records review, initial assessment and monitoring event is performed; and the condition and effectiveness of the existing groundwater monitoring system is determined.

This proposal is acceptable and a notice to proceed is hereby authorized by:

---

RASCo Representative

Date

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

August 26, 2014

**DEPARTMENT:** Councilman Hayes

**AGENDA #**

---

**SUBJECT:**

Appropriation of funds for the monitoring and reporting of the Resource Authority Odoms Bend Road Facility

**SUMMARY:**

Per the Solid Waste Disposal Agreement with the Sumner County Resource Authority, we are responsible for 2/7 of the groundwater monitoring and reporting of the Odoms Bend Road facility, with our portion being \$3,085.71. The Tennessee Department of Environment and Conservation mandated the groundwater monitoring and reporting and required immediate action of the Resource Authority. As a result, the Resource Authority took immediate action in hiring Rogers & Associates, an environmental services firm, for the monitoring and reporting. See attached documentation.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

---

**Notes:**

ORDINANCE WAIVING TAP FEES FOR HABITAT FOR HUMANITY

**BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that the City of Gallatin Public Utilities Department shall waive any tap fees for water and sewer services associated with 100 Santa Monica Blvd. and 119 Hollywood Blvd., for Habitat for Humanity of Sumner County.

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

PASSED FIRST READING: September 2, 2014

PASSED SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
MAYOR JO ANN GRAVES

ATTEST:

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

APPROVED AS TO FORM:

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

ORDINANCE NO. 01409-55

ORDINANCE APPROPRIATING \$83,427.10 TO THE STATE OF TENNESSEE FOR  
PRIOR STATE COLLECTIONS PURSUANT TO TENNESSEE CODE ANNOTATED  
§55-9-603

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum  
of \$83,427.10 is hereby appropriated from the General Fund unassigned balance to  
account 11041510-569, Other State Fees, for prior State collections of seat belt fines,  
pursuant to Tennessee Code Annotated §55-9-603; and

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

PASSED FIRST READING:

PASSED SECOND READING:

---

MAYOR JO ANN GRAVES

ATTEST:

---

CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

---

SUSAN HIGH-MCAULEY  
CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

9/9/2014

**DEPARTMENT:** City Attorney

**AGENDA #**

---

**SUBJECT:**

Ordinance appropriating funds to the State of Tennessee in the amount \$83,427.10

**SUMMARY:**

Ordinance appropriating funds to the State of Tennessee for prior state collections, pursuant to T. C. A. Section 55-9-603.

**RECOMMENDATION:**

approval

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

**ORDINANCE NO. 01409-56**

**ORDINANCE AUTHORIZING FUNDS IN THE AMOUNT OF \$285,902.00 FOR THE  
REPAIR AND RENOVATION OF THE STRUCTURE LOCATED AT 411 SOUTH WATER  
AVENUE, GALLATIN, TENNESSEE**

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the total funds in the amount of \$285,902.00 for the repair and renovation of the structure located at 411 South Water Avenue, Gallatin, Tennessee, is authorized from the general fund.

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that \$167,645.00 is hereby appropriated from funds previously appropriated for the purchase of 170 West Franklin Street, Gallatin, Tennessee and \$118,257.00 is appropriated from the general fund unassigned balance.

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

PASSED FIRST READING:

PASSED SECOND READING:

---

MAYOR JO ANN GRAVES

ATTEST:

---

CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

---

SUSAN HIGH-MCAULEY  
CITY ATTORNEY

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

September 9, 2014

**DEPARTMENT:** Councilman Overton

**AGENDA #** 9

---

**SUBJECT:**

Old Health Department Building on South Water

**SUMMARY:**

Councilman Overton asked that this item be placed on the agenda.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

---

**Notes:**

RESOLUTION NO. R1409-44

RESOLUTION APPROVING THE USE OF RIGHT-OF-WAY LOCATED ON CHLOE DRIVE  
NEAR THE INTERSECTION OF NOAH LANE FOR THE INSTALLATION OF COMMUNITY  
IDENTIFICATION MARKERS FOR THE RETREAT AT FAIRVUE HOMEOWNERS  
ASSOCIATION

WHEREAS, The Retreat at Fairvue Homeowners Association seeks approval from the Gallatin City Council to install community identification markers in right-of-way located on Chloe Drive near the intersection of Noah Lane;

WHEREAS, the Gallatin Municipal-Regional Planning Commission has reviewed and approved the Revised Final Master Development Plan at its August 25, 2014 meeting;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Gallatin City Council approves the use of right-of-way located on Chloe Drive near the intersection of Noah Lane for the installation of community identification markers by The Retreat at Fairvue Homeowners Association as approved by the City of Gallatin Planning Commission Resolution No. 2014-71 (Exhibit A).

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

IT IS SO ORDERED.

AYE:

NAY:

DATE:

\_\_\_\_\_  
MAYOR JO ANN GRAVES

ATTEST:

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

APPROVED AS TO FORM:

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

# ATTACHMENT 3-4

GMRPC Resolution No. 2014-71

A RESOLUTION OF THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION APPROVING A MINOR AMENDMENT TO THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR GREENSBORO VILLAGE PLANNED UNIT DEVELOPMENT (PUD) AND MINOR AMENDMENT TO THE FINAL MASTER DEVELOPMENT PLAN REVISION FOR THE RETREAT AT FAIRVUE FOR THE INSTALLATION OF COMMUNITY IDENTIFICATION MARKERS IN THE CHLOE DRIVE RIGHT-OF-WAY. (PC0316-14)

WHEREAS, The applicant has submitted an application for a minor amendment to the previously approved Greensboro Village Planned Unit Development (PUD) Preliminary Master Development Plan and the Final Master Development Plan for The Retreat at Fairvue consistent with Section 12.02.050 of the City of Gallatin Zoning Ordinance, and

WHEREAS, THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION considered the amended Preliminary Master Development Plan and the amended Final Master Development Plan revision submitted by the applicant, Goodall Inc. Builders, at its regular meeting on August 25, 2014; and

WHEREAS, THE CITY OF GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION has reviewed the application materials and supporting documentation submitted by the applicant, the analysis, findings and recommendations presented by City Staff, in the Planning Commission Staff Report, in the amended Preliminary Master Development Plan/amended Final Master Development revision, and the evidence and testimony presented during the meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GALLATIN MUNICIPAL-REGIONAL PLANNING COMMISSION as follows.

Section 1. The Gallatin Municipal-Regional Planning Commission in its deliberations makes the following findings pursuant to T.C.A. §13-3-310, §13-4-310, §13-7-201, and §13-7-202:

1. The amended Preliminary Master Development Plan/amended Final Master Development Plan revision is consistent with the intent and recommendations of the *Gallatin on the Move 2020 General Development and Transportation Plan* for the area, and in particular, the Suburban Neighborhood Established Character Area. The proposed project will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing and intended character of the general vicinity. As designed, the proposed community identification markers will not change the essential character of this area of Greensboro Village Planned Unit Development (PUD).
2. The amended Preliminary Master Development Plan for Greensboro Village Planned Unit Development (PUD) and amended Final Master Development Plan revision for

EXHIBIT A

The Retreat at Fairvue is consistent with the purpose and intent of the Multiple Residential and Office Planned Unit Development (MRO PUD) and Residential 15 Planned Unit Development (R15 PUD) zoning districts and the Preliminary Master Development Plan for Greensboro Village Planned Unit Development (PUD) and will continue the existing design motif provided for in other phases of the subdivision.

3. The proposed changes to the amended Preliminary Master Development Plan/amended Final Master Development Plan revision do not constitute a major amendment to the approved Preliminary Master Development Plan or approved Final Master Development Plan as outlined in Section 12.02.050 of the Gallatin Zoning Ordinance.
4. The legal purposes for which zoning regulations exists have not been contravened.
5. The amended Preliminary Master Development Plan/amended Final Master Development Plan revision will not create adverse effects upon adjoining property owners or any such adverse effect can be mitigated by applying design and performance standards or is justified by the public good or welfare.
6. No one (1) property owner or small group of property owners will benefit materially from the approval to the detriment of the general public.
7. The amended Preliminary Master Development Plan/amended Final Master Development Plan revision complies with the Design and Performance Standards of the Gallatin Zoning Ordinance as described in Section 13.02.

Section 2. Action – The Gallatin Municipal-Regional Planning Commission hereby approves a minor amendment to the Preliminary Master Development Plan for Greensboro Village Planned Unit Development (PUD) and the revised Final Master Development Plan for The Retreat at Fairvue, with the following conditions.

1. The proposed plan shall be consistent with the amended Preliminary Master Development Plan for Greensboro Village Planned Unit Development (PUD) and Final Master Development Plan for The Retreat at Fairvue, consisting of a four (4) sheet plan, prepared by Gamble Design Collaborative, of Franklin, Tennessee, dated August 14, 2014.
2. The location of the signs shall be indicated on the revised plans sheets.
3. Submit one (1) full size and two (2) half size copies of the amended PMDP for Greensboro Village PUD and amended FMDP for The Retreat at Fairvue, prepared by Dewey-Estes Engineering, showing the removal of the formerly approved monument development sign and the location of the approved community identification markers.

**EXHIBIT A**

4. The final plat for The Retreat at Fairvue, Phase 1, Section 1 shall be revised showing the removal of the formerly approved monument development sign from the recorded plat and the location of the approved community identification markers.
5. Submit an adequate Certificate of Liability Insurance and a Hold Harmless Agreement to the Planning Department prior to the issuance of the sign permit.
6. Correct the reference to FEMA Panel # 47165C0426G.
7. Revise wording on Note 3 on Sheet L1.0 "Retreat at Fairvue HOA will assume full responsibility for the long term care and maintenance of columns and any landscape material placed within the ROW or easement".
8. It is preferred that no signs are placed over utility lines. If signs are constructed over utility lines, they shall not be constructed over a valve.
9. A letter shall be submitted to Gallatin Public Utilities for review and approval prior to issuance of sign permit. The letter shall state, "The Retreat at Fairvue HOA shall assume all responsibility for the community identification markers in the event Gallatin Public Utilities needs to access the utility lines".
10. Submit three (3) corrected and folded copies of the revised FMDP for The Retreat at Fairvue Entry Sign Revision to the Planning Department.

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

IT IS SO ORDERED.  
PRESENT AND VOTING

AYE: 7

NAY: 0

DATED: 8/25/14

  
Dick Dempsey, Chairman

  
Johnny Wilson, Secretary

APPROVED AS TO FORM:

  
SUSAN HIGH-McAULEY  
CITY ATTORNEY

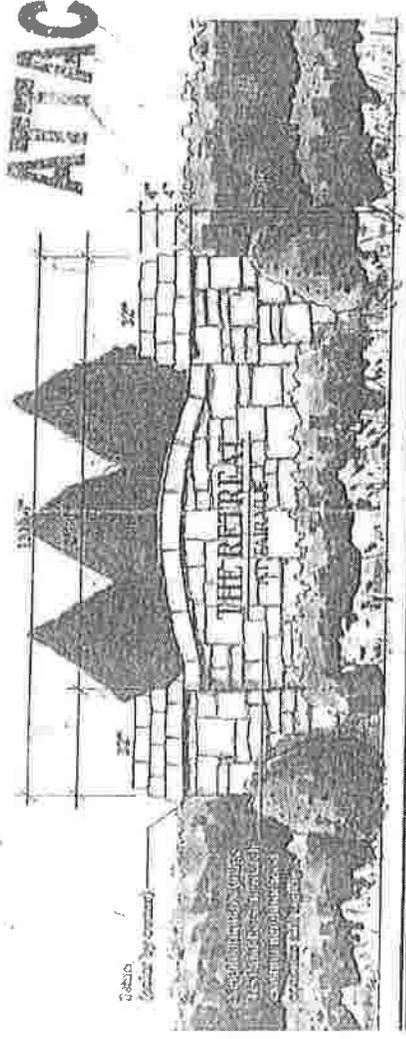
**EXHIBIT A**

# ATTACHMENT 3-1

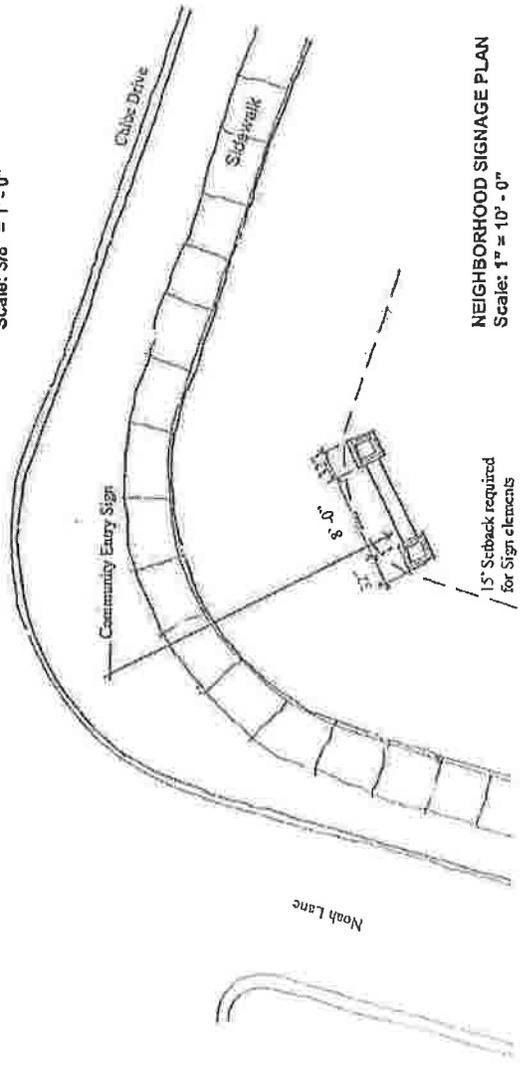


The Retreat at Fairvue (PC0316-14)  
Community Identification Markers

# ATTACHMENT 3-2



NEIGHBORHOOD SIGNAGE ELEVATION  
Scale: 3/8" = 1' - 0"



NEIGHBORHOOD SIGNAGE PLAN  
Scale: 1" = 10' - 0"

RECEIVED  
APR 30 2013  
GALLERY PLANNING  
& ZONING

PC0134-13

## THE RETREAT AT FAIRVUE

GALLATIN, TENNESSEE



MARKET CENTER SYSTEMS

Gamble Design Collaborative  
DEVELOPMENT PLANNING  
AND LANDSCAPE ARCHITECTURE  
NOVEMBER 15, 2012

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

SEPTEMBER 9, 2014

**DEPARTMENT: PLANNING DEPARTMENT**

**AGENDA # 3**

**SUBJECT:**

Resolution No. R1409-44 approving the use of right-of-way located on Chloe Drive near the intersection of Noah Lane for the installation of community identification markers for The Retreat at Fairvue Homeowners Association

**SUMMARY:**

Applicant requests approval of an Indemnity and Hold Harmless Agreement to install community identification markers in the right-of-way of Chloe Drive near the intersection of Noah Lane, in the Greensboro Village PUD and The Retreat at Fairvue, Phase 1, Section 1. The Gallatin Municipal-Regional Planning Commission approved this request at the August 25, 2014 Planning Commission meeting.

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

Approved   
Rejected   
Deferred

**Notes:**

**RESOLUTION NO. R1409-45**

**RESOLUTION FOR THE AMENDED SECTION 125 CAFETERIA PLAN FOR  
THE CITY OF GALLATIN**

**BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE,** that the City of Gallatin approves and accepts the Amended Section 125 Premium Only Plan with WageWorks, effective October 1, 2014.

**BE IT FURTHER RESOLVED,** that the form of Amended Section 125 Cafeteria Plan effective October 1, 2014, presented to this meeting is hereby approved and adopted and that the Mayor is hereby authorized to execute one or more counterparts of the Plan and any and all documents related thereto.

**BE IT FURTHER RESOLVED,** that the Plan Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

**BE IT FURTHER RESOLVED,** that the proper officers of the City of Gallatin shall act as soon as possible to notify the employees of the adoption of the amended Plan by delivering each employee a copy of the summary description of the Plan in the form of the Summary Plan Description, which form is hereby approved.

IT IS SO ORDERED.

PRESENT AND VOTING

AYE:

NAY:

DATED:

\_\_\_\_\_  
MAYOR JO ANN GRAVES

ATTEST:

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

APPROVED AS TO FORM:

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

# Summary Plan Description (2014)

For CITY OF GALLATIN

Section 125 Premium Only Plan

Plan Year Ending September 30, 2015

We are pleased to announce that we have updated the Premium Only Plan for you and other eligible employees. Under this program, you will be able to pay for employer-sponsored benefits (health plans, group term life insurance, Health Savings Accounts, etc., as applicable based on the insurance coverages or other allowable benefits your Employer offers under the Plan) with a portion of your pay before federal income or Social Security taxes, if applicable are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description (SPD) carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

## Overview:

This section contains general information, which you may need to know about the CITY OF GALLATIN Premium Only Plan.

## General Information:

1. CITY OF GALLATIN Premium Only Plan is the name of the Plan.
2. The provisions of your Amended Plan became effective on October 1, 2014. Your Plan was originally effective on October 1, 2003 which is called the Effective Date of the Plan.
3. Your Plan's records are maintained over a twelve-month period. This is known as the Plan Year. The amended plan year begins on October 1, 2014 and ends on September 30, 2015. Future plan years will be based on the same twelve-month period beginning each **October 1** and ending each **September 30**.
4. Your Employer has assigned Plan Number 520 to your Plan.
5. This Plan is unfunded, meaning it is not otherwise provided under a separate trust arrangement or fully-insured insurance arrangement.

## Employer Information:

Your Employer's name, address, business telephone number, and tax identification number are:

CITY OF GALLATIN

PO BOX 1973  
GALLATIN, TN 37066  
Telephone: 615-452-4504  
Federal Employer I.D. Number: 62-0762210

### **Plan Administrator Information:**

The name, address, business telephone number, and tax identification number of your Plan's Administrator are:

CITY OF GALLATIN  
PO BOX 1973  
GALLATIN, TN 37066  
Telephone: 615-452-4504  
Federal Employer I.D. Number: 62-0762210

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

### **Service of Legal Process**

The name and address of the Plan's agent for service of legal process are:

CITY OF GALLATIN  
PO BOX 1973  
GALLATIN, TN 37066  
Telephone: 615-452-4504  
Federal Employer I.D. Number: 62-0762210

### **Type of Administration**

The type of administration is Insurer Administration.

Unless the Plan provides otherwise, the Administrator keeps the records for the Plan and is responsible for the administration and interpretation of the Plan. The Administrator will also answer any questions you may have about the Plan.

#### **1. How Does This Plan Operate?**

Before the start of each Plan Year, you will be able to elect to have some of your future salary or other compensation amount contributed to the Plan in lieu of receiving those amounts in cash (i.e., your future salary or other compensation will be automatically reduced by the amount elected as a contribution to the Plan). The money contributed will be used to pay for benefits you have elected based on the options sponsored by your Employer (and as identified on your "Election to Participate" form). The portion of your pay that is contributed to pay for the benefits provided for under the Plan is not subject to Federal income or Social Security taxes. In other words, the Plan allows you to use tax-free dollars to pay for insurance coverage, premium amounts, or other allowable plan contributions or expenses which you normally pay for with out-of-pocket, taxable dollars.

#### **2. What Happens to Contributions Made to the Plan?**

Before each Plan Year begins, you will select the benefits or programs you desire to pay for through the Plan with your own pre-tax contributions. Then, during each pay period during that next Plan Year, the contributions deducted from your paycheck will be used to pay your portion of your employer-sponsored benefit coverage (health plan, life insurance, Health Savings Account contributions, etc.). With the exception of HSA contributions that remain available for your use under terms established under your HSA arrangement, any other contribution amounts that are not used during a Plan Year to provide insurance benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan year.

#### **3. When Must I Decide Whether to Participate?**

You are required by Federal law to decide whether you want to pay premiums through the Plan before the Plan Year begins. This is called the "election period." If for some reason you do not complete an election to participate in the Plan during that Plan Year, you will be considered to have elected not to participate in the Plan for that Plan Year,

and, therefore, you will receive the full amount of your salary or other compensation without reduction for Benefits provided hereunder, or any reduction on applicable employment tax costs.

4. **When Is the “Election Period” for Our Plan?**

Your election period will start on the date you first meet the “eligibility requirements” and end 30 days after your “entry date.” Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period.

5. **May I Change My Elections During the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a “change in status” and you make an election change that is consistent with the “change in status.” Currently, Federal law considers the following events to be “changes in status”:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance, including a change to cover adult children who have not attained age 27 as of the end of the taxable year; and
- A change in the place of residence of you, your spouse or dependent.

There are detailed rules on when a change in election is deemed to be consistent with a “change in status.” In addition, there are laws that give you rights to change accident and health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, then you may revoke your elections and elect to receive, on a prospective basis, coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, or significantly improve an existing option, you may elect the newly added or improved option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse’s, former spouse’s or dependent’s employer.

In addition, a change in compensation or a financial “hardship” is not a reason to change your election amount.

If you have declined enrollment in the Plan for you or your dependents (including a spouse) because of coverage under Medicaid or the Children’s Health Insurance Program (CHIP), there may be a right to enroll in this Plan if there is a loss of eligibility for the government-provided coverage. However, a request for enrollment must be made within 60 days after the government-provided coverage ends.

In addition, if you declined enrollment in the Plan for you or your dependents (including spouse), and later become eligible for state assistance through a Medicaid or Children’s Health Insurance Program which provides help with paying for Plan coverage, then there may be a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the determination of eligibility for the state assistance.

The Plan may permit you to make a prospective election change that is on account of and corresponds with a change made under a spouse’s or dependent’s employer plan if the election for a period of coverage for this Plan is different from the period of coverage (open enrollment) under the other cafeteria plan or qualified benefits plan.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

6. **May I Make New Elections in Future Plan Years?**

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the "election period" before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year. New elections must be made during the "election period" prior to the beginning of each Plan Year. However, any Eligible Employee who was a Participant in the Plan prior to the date this Plan update became effective shall continue to be eligible to participate in the Plan unless some other termination event has occurred in the interim.

7. **What Insurance Coverage May I Purchase?**

Under our Plan, you can choose to receive your entire compensation or use a portion to pay premiums on a pre-tax basis for any one or more health insurance, disability insurance, or group term life insurance policies that we decide to offer through the Plan. However, you should note that if disability insurance is paid for on a pre-tax basis, any benefits you receive under your disability insurance policy may be taxable. You should contact your own tax advisor or accountant to determine the most appropriate election for these coverage's under the Plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

Your Employer may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

8. **Will My Social Security Benefits Be Affected?**

Your Social Security benefits may be slightly reduced, because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

9. **What if I take a Family or Medical Leave?**

If you take an unpaid leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and participate in annual enrollment. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you must reinstate coverage for the remaining portion of the Plan Year upon your return.

Your employer may choose to continue coverage on your behalf during your FMLA leave. Your employer will arrange a schedule for you to "catch up" your payments when you return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage through payroll deduction prior to the start of your leave provided such payroll deduction is for benefits within the remaining portion of the plan year, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

If you take a paid leave under the Family and Medical Leave Act, you may participate in annual enrollment, and you will be required to continue coverage while on FMLA, your share of the premiums being paid by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

10. **Do Limitations Apply to Highly Compensated Employees?**

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a "highly compensated employee" or a "key employee".

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. These provisions are also applicable if your Employer makes Employer contributions through the Plan on your behalf.

Your own circumstances will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

**11. What Happens If I Terminate Employment?**

If you leave our employ during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan Year.

If you are enrolled in a Health Savings Account and are making contributions through the Plan, any unused amounts within your HSA will continue to be available to you for withdrawal to pay qualified expenses on a tax-free basis, or may be distributed to you, subject to applicable IRS guidelines or the terms of your HSA account. You should contact the HSA Trustee to discuss any questions regarding any rights you may have to unused amounts held in your Health Savings Account at termination.

**12. What is a Health Savings Account?**

In addition to the Premium Only Plan, described above, this Plan also may provide for contributions (via payroll deduction) to be made by you on a pre-tax basis to a "Health Savings Account" (also referred to as an "HSA Program"). The HSA is a new type of account that enables those who elect to participate in this program to pay eligible HSA Medical Expenses or allow distribution of remaining balances for other qualifying purposes. The HSA Program, if applicable, is separately provided and administered through an HSA Trustee or similar custodial account. Your Employer's election to enable you to make contributions to the HSA Program merely provides the opportunity for you to contribute such amounts through this Plan on a pre-tax basis.

In general, unless otherwise excluded from participation, all Participants under the Premium Only Plan are eligible to receive benefits under this HSA Program, as long as they are otherwise eligible to participate in the Premium Only Plan. Enrollment and termination conditions in the Premium Only Plan shall generally constitute enrollment and termination of participation under this HSA Program as well. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan; if your Employer elects to allow you to make contributions through this Plan to your HSA plan, you elect the amount to have withdrawn from your salary in the same manner as otherwise set forth above. Your employer may also elect to contribute employer contribution amounts to your HSA plan, on a discretionary basis, and in accordance with the Plan's general limitations on the allowability for employer contributions overall (NOTE: you should contact the HSA Trustee for any other questions you may have about eligibility to establish or participate in an HSA, what benefits may be received through participation in such program and how contributed HSA amounts are used to pay for qualifying expenses under their program).

Once eligible and elected, the Administrator will establish a Health Savings Account for each person who elects to apply contributed amounts to the HSA Program established or provided by your HSA Trustee. (NOTE: you should contact the HSA Trustee for more information about the amount you may contribute each year. Your HSA Trustee will provide more information to you regarding the requirements for participation in the HSA program and the benefits you are entitled to hereunder. To the extent of any conflict between the terms of this Plan and the HSA program to which you are participating in, to the extent of your HSA, the terms of your HSA would control.) We are not responsible for the decisions and operations of the HSA Trustee in the administration of your HSA.

**13. Qualified Medical Child Support Order**

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an "alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

**14. Summary**

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

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**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

September 9, 2014

**DEPARTMENT:** Human Resources

**AGENDA # 4**

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**SUBJECT:**

Amended Cafeteria 125 Plan

**SUMMARY:**

The City of Gallatin's Cafeteria 125 Plan has certain amendments due to the Affordable Healthcare Act that must be approved by Council. The Cafeteria 125 Plan is currently with WageWorks. The cost of the 125 Plan is covered by our agents of record, Kelly Coley & Michael Wertenberger.

**RECOMMENDATION:**

Approve

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

---

**Notes:**

RESOLUTION NO. R1409-46

RESOLUTION AUTHORIZING MAYOR TO EXECUTE PURCHASE OF SALE  
AGREEMENT RELATED TO PROJECT BINDLE LOCATING IN THE CITY'S  
INDUSTRIAL CENTER, PHASE I

WHEREAS Project Bindle has announced intentions to locate its manufacturing facilities  
in the City of Gallatin Industrial Center; and

WHEREAS Project Bindle intends to purchase 8.58 acres at \$9,000.00 per acre in the  
Industrial Center Phase I.

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Director of  
Economic Development Agency is authorized to sell 8.58 acres at the price of \$9,000.00 per acre  
in the Industrial Center Phase I.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the contract  
and any other documents related to the sale of this property.

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

IT IS SO ORDERED.

AYE:

NAY:

DATE:

\_\_\_\_\_  
MAYOR JO ANN GRAVES

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

September 9, 2014

**DEPARTMENT: EDA**

**AGENDA # 6**

---

**SUBJECT:**

Sale of Land in Industrial Center, Phase I and II

**SUMMARY:**

Requesting permission to sell three (3) tracts of land in the industrial center. A 65 acre tract in Phase II for Project Buffalo at \$20,000/acre. A 10 acre tract in Phase I for Project Bindle at \$9,000/acre, and up to 12 acres in Phase I for Project Ennio at \$9000/acre

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

---

Approved   
Rejected   
Deferred

---

**Notes:**

RESOLUTION AUTHORIZING MAYOR TO EXECUTE PURCHASE OF SALE  
AGREEMENT RELATED TO PROJECT ENNIO LOCATING IN THE CITY'S INDUSTRIAL  
CENTER, PHASE I

WHEREAS Project Ennio has announced intentions to locate its manufacturing facilities  
in the City of Gallatin Industrial Center; and

WHEREAS Project Ennio intends to purchase up to 12 acres at \$9,000.00 per acre in the  
Industrial Center Phase I.

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Director of  
Economic Development Agency is authorized to sell up to 9 acres at the price of \$9,000.00 per  
acre in the Industrial Center Phase I.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the  
contract and any other documents related to the sale of this property.

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

IT IS SO ORDERED.

AYE:

NAY:

DATE:

\_\_\_\_\_  
MAYOR JO ANN GRAVES

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF GALLATIN  
COUNCIL COMMITTEE AGENDA**

September 9, 2014

**DEPARTMENT: EDA**

**AGENDA # 6**

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**SUBJECT:**

Sale of Land in Industrial Center, Phase I and II

**SUMMARY:**

Requesting permission to sell three (3) tracts of land in the industrial center. A 65 acre tract in Phase II for Project Buffalo at \$20,000/acre. A 10 acre tract in Phase I for Project Bindle at \$9,000/acre, and up to 12 acres in Phase I for Project Ennio at \$9000/acre

**RECOMMENDATION:**

**ATTACHMENT:**

Resolution  
 Ordinance

Correspondence  
 Contract

Bid Tabulation  
 Other

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Approved   
Rejected   
Deferred

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**Notes:**

RESOLUTION AUTHORIZING MAYOR TO EXECUTE PURCHASE OF SALE  
AGREEMENT RELATED TO PROJECT BUFFALO LOCATING IN THE CITY'S  
INDUSTRIAL CENTER, PHASE II

WHEREAS Project Buffalo has announced intentions to locate its manufacturing facilities in the City of Gallatin Industrial Center; and

WHEREAS Project Buffalo intends to purchase up to 65 acres at \$20,000.00 per acre in the Industrial Center Phase II.

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Director of Economic Development Agency is authorized to sell up to 65 acres at the price of \$20,000.00 per acre in the Industrial Center Phase II.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the contract and any other documents related to the sale of this property.

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

IT IS SO ORDERED.

AYE:

NAY:

DATE:

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MAYOR JO ANN GRAVES

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  
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**Notes:**