Call to Order – Mayor Brown
Invocation
Pledge of Allegiance – Councilwoman Love
Roll Call: Alexander – Vice Mayor Camp – Fann – Fennell – Hayes – Love – Overton
Approval of Minutes: January 07, 2019 City Council Meeting
Public Recognition on Agenda-Related Items
Mayor’s Comments

AGENDA

1. **Public Hearing Resolution No. R1912-63**  A resolution of the City of Gallatin, Sumner County, Tennessee, adopting a Plan of Services upon the annexation of a 0.64 +/- acre portion of a parcel (P/O Tax Map 137, Parcel 007.03), located north of Big Station Camp Boulevard and south of Springdale Lane, and a 0.82 +/- acre portion of Big Station Camp Boulevard public right-of-way, and providing for an effective date. *(Councilman Hayes)*

2. **Public Hearing Resolution No. R1912-64**  A resolution of the City of Gallatin, Sumner County, Tennessee, annexing a 0.64 +/- acre portion of a parcel (P/O Tax Map 137, Parcel 007.03) located north of Big Station Camp Boulevard and south of Springdale Lane, and a 0.82 +/- acre portion of the Big Station Camp Boulevard public right-of-way for a total of 1.46 +/- acres, into the City of Gallatin, authorizing the annexed property to be indicated on the Official Zoning Atlas; assigning the annexed area to a council district; repealing conflicting ordinances; providing for severability, and providing for an effective date. *(Councilman Hayes)*

3. **Public Hearing Ordinance No. O1912-62**  An ordinance of the City of Gallatin, Sumner County, Tennessee rezoning a portion of two parcels, totaling 87.34 +/- acres, from the PGC-Planned General Commercial District to the MRO-Multiple Residential and Office District and a 0.64 +/- acre portion of a parcel from the Estate-A (Sumner County) District to the PGC-Planned General Commercial and approval of a Preliminary Master Development Plan for McCain’s Station, totaling 130.78 +/- acres, located north of Highway 386 and east of Big Station Camp Boulevard; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. *(Councilman Hayes)*

4. **Second Reading Ordinance No. O1911-66**  Ordinance appropriating $14,304.27 from revenue received from insurance for damage to Engine 3 *(Councilman Overton)*

5. **Second Reading Ordinance No. O1912-61**  Ordinance appropriating $20,000 from Stormwater Maintenance to Stormwater Administration and appropriating $9,305 from Finance to Human Resources *(Councilman Fann)*
6. **First Reading Ordinance No. O2001-1** Ordinance appropriating $99,226.27 from Miracle Park donations revenue fund to Miracle Park expense fund *(Vice Mayor Camp)*

7. **First Reading Ordinance No. O2001-2** Ordinance appropriating insurance recoveries in the amount of $1907.19 from the unassigned fund balance of the general fund for repair of damages to Public Works John Deere tractor *(Councilman Alexander)*

8. **First Reading Ordinance No. O2001-3** An ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 40.38 +/- acres from the PBP-Planned Business Park District to the MU-Mixed Use District with a Preliminary Master Development Plan for Patriot Angels Phase 2, located at 262 and 280 Harris Lane; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. *(Councilman Overton)*

9. **First Reading Ordinance No. O2001-5** An ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 0.62 +/- acre portion of a parcel, from the PGC-Planned General Commercial District to the CC-Core Commercial District and approval of an Amended Preliminary Master Development Plan for Kennesaw Farms, Parcel A, totaling 14.05 +/- acres, located north of Nashville Pike and west of Kennesaw Boulevard; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date. *(Councilman Hayes)*

10. **Resolution No. R2001-2** Resolution accepting public improvements by the City of Gallatin, Tennessee Fairway Farms, Phase 2, Section 4 *(Councilman Overton)*

11. **Resolution No R2001-3** Resolution accepting public improvements by the City of Gallatin, Sumner County, Tennessee Fairway Farms, Phase 2, Section 5 *(Councilman Overton)*

12. **Resolution No. R2001-4** Resolution accepting public improvements by the City of Gallatin, Sumner County, Tennessee Fairway Farms, Phase 2, Section 6 *(Councilman Overton)*

13. **Resolution No. R2001-5** Resolution approving a waiver of the Final Master Development Plan Application Fee *(Vice Mayor Camp)*

14. **Resolution No. R2001-6** Resolution authorizing the Gallatin Planning Department to apply for a Preservation Grant from the Tennessee Department of Environment and Conservation (TDEC) *(Councilwoman Love)*

15. **Resolution No. R2001-7** Resolution to approve BuyBoard as a Purchasing Cooperative under the City's Purchasing Procedures *(Councilman Fennell)*

- Other Business
- Public Recognition on Non-Agenda-Related Items
- Adjourn
The Gallatin City Council met in regular session on Tuesday, January 7, 2020 in the Dr. J. Deotha Malone Council Chambers Gallatin City Hall. Mayor Paige Brown called the meeting to order at 6:00 P.M. Councilman John D. Alexander led the opening prayer and Councilwoman Lynda Love led the pledge of allegiance.

Present:
Mayor Paige Brown
Vice Mayor Steve Camp
Councilman John D. Alexander
Councilman Steve Fann
Councilman Shawn Fennell
Councilman Craig Hayes
Councilwoman Lynda Love
Councilman Jimmy Overton

Absent:

Others Present:
Rachel Nichols, Finance Director
Susan High-McAuley, City Attorney
Don Bandy, Police Chief
Nick Tuttle, City Engineer
Lori Smiley, IT Director
Bill McCord, City Planner
James Fenton, EDA Director
David Brown, Parks and Rec. Dir.
Kevin Black, Codes Department
Tim Wakeley, Deputy Building Official
Zach Wilkinson, Public Works Dir.
Connie Kittrell, City Recorder
David Gregory, Public Utilities Dir.
Debbie Johnson, Human Resource Dir.
Gallatin News, Reporter
Victor Williams, Fire Chief
Connie Flood, HR Dept.

Approval of Minutes

Mayor Brown presented the November 19, 2019 and December 3, 2019 City Council minutes for approval.

Councilman Overton made motion to approve; Councilman Fennell seconded. Motion carried with 7 ayes and 0 nays.
Public Recognition on Agenda Related Items

Mayor Brown opened public recognition on agenda related items.

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

Mayor's Comments

- Mayor Brown said she hoped everyone had a Merry Christmas and a good New Year.
- Mayor thanked everyone for their support in honoring Hendersonville Police Officer Spencer Bristol.
- Mayor asked everyone to remember Chuck Stuart and his family with the passing of his mother.
- Mayor also listed several upcoming events.

Agenda

1. Dangerous Building Complaint and Show Cause Hearing - 170 East Schell Street - James and Kathy Scharklett

Kevin Black with the Codes Department and Kathy Scharklett were present.

City Attorney Susan High-McAuley asked Mr. Black to provide information concerning the property at 170 East Schell Street.

Mr. Black spoke about the residence being unsafe, the electrical issues, no available plumbing, floors caving in, and water damage. He said the structure could be renovated and is not beyond being salvageable.

Ms. Scharklett requested more time to repair or sell the property.

Council discussed,

Councilman Overton made motion declare this a dangerous building and to allow the Scharkett’s 90 days to make progress with repairs or sell the property
and if not to demolish; Councilman Hayes seconded. Motion carried with 7 ayes and 0 nays.

2. **Ordinance #O1911-56 – Second Reading**

Councilman Fennell presented this ordinance of the City of Gallatin, Sumner County, Tennessee, amending the Gallatin Zoning Ordinance, Article 7.00, Provisions for Mixed-Use Districts, Section 7.02 Intent and Description for the MRO - Multiple Residential and Office District, Section 07.03 Intent and Description of the MU - Mixed Use District, Article 8.00, Provisions for Commercial Districts, Section 08.01, Intent and Purpose of CC – Core Commercial District, Section 08.04, Intent and Purpose of the PGC – Planned General Commercial District, Section 8.05, Intent and Purpose of PNC – Planned Neighborhood Commercial District, to permit animal care as a permitted use and permitted use with conditions; authorizing the revisions to be made to the Zoning Ordinance; repealing conflicting ordinances; providing for severability, and providing for an effective date.

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

3. **Ordinance #O1911-57 – Second Reading**

Councilman Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee, approving an Amendment to the Last Plantation at Fairvue Preliminary Master Development Plan (and a Revised Final Master Development Plan), an Amendment to the Foxland at Fairvue Preliminary Master Development Plan (and a Revised Final Master Development Plan), and a Preliminary Master Development Plan for Tennessee Grasslands, on 285.88 (+/-) acres, zoned MRO - Multiple Residential and Office, located at 981 Plantation Boulevard and at 1445 Foxland Boulevard; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

Councilman Hayes made motion to approve; Councilman Fennell seconded. Motion carried with 7 ayes and 0 nays.
4. **Ordinance #O1911-60 – First Reading**

Councilman Overton presented this ordinance appropriating $14,304.27 from revenue received from insurance for damage to Engine 3.

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

5. **Ordinance #O1912-61 – First Reading**

Councilman Fann presented this ordinance appropriating $20,000 from Stormwater Maintenance to Stormwater Administration and appropriating $9,305 from Finance to Human Resources.

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

6. **Ordinance #O1912-62 – First Reading**

Councilman Hayes presented this ordinance of the City of Gallatin, Sumner County, Tennessee rezoning a portion of two parcels, totaling 87.34 (+/-) acres, from the PGC - Planned General Commercial District to the MRO - Multiple Residential and Office District and a 0.64 (+/-) acre portion of a parcel from the Estate-A (Sumner County) District to the PGC-Planned General Commercial and approval of a Preliminary Master Development Plan for McCain’s Station, totaling 130.78 (+/-) acres, located north of Highway 386 and east of Big Station Camp Boulevard; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability, and providing for an effective date.

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

7. **Resolution #R1912-65**

Councilman Alexander presented this resolution appointing the Retirement Plan Committee.

Councilman Alexander made motion to approve; Councilman Fennell seconded. Motion carried with 7 ayes and 0 nays.
8. **Resolution #R1912-66**

Vice Mayor Camp presented this resolution for implementation of the Barry Brady Act – Public Chapter 490.

Vice Mayor Camp made motion to approve; Councilman Alexander seconded.

Council discussed.

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

**Other Business**

Mayor opened other business.

With no one else wishing to speak Mayor closed other business.

Councilman John D. Alexander left the meeting at this time.

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

Mayor opened public recognition on non-agenda related items.

- Frank Marchese of 589 Harris Lane spoke about the noise ordinance and clarification.

  City Attorney Susan High-McAuley stated she would research and report back.

- Pascal Jouvence of 1335 Long Hollow Pike spoke about the construction noise on Sunday mornings. Mr. Jouvence suggested signage be posted.

- Joe Debord of 1007 Hart Street spoke about good things happening at the Miracle Park, getting the process started on sidewalks and streets, and city property taxes. Mr. Debord wished everyone a Happy New Year.

With no one else wishing to speak Mayor closed public recognition on non-agenda related items.
City Council Minutes
January 7, 2020

Adjourn

Councilman Overton made motion to adjourn; Councilman Fann seconded. Motion carried with 6 ayes and 0 nays.

Mayor Brown adjourned the meeting at 6:37 P.M.

Mayor Paige Brown

City Recorder Connie Kittrell
RESOLUTION NO. R1912-63

A RESOLUTION OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, ADOPTING A PLAN OF SERVICES UPON THE ANNEXATION OF A 0.64 +/- ACRE PORTION OF A PARCEL (P/O TAX MAP 137, PARCEL 007.03), LOCATED NORTH OF BIG STATION CAMP BOULEVARD AND SOUTH OF SPRINGDALE LANE, AND A 0.82 +/- ACRE PORTION OF BIG STATION CAMP BOULEVARD PUBLIC RIGHT-OF-WAY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gallatin received a petition by a property owner for the annexation of a 0.64 +/- acre portion of a parcel and the City, by Interlocal Agreement, proposes to annex a 0.82 +/- acre portion of public right-of-way contiguous to the City; and

WHEREAS, the area proposed for annexation by the City of Gallatin is substantially contiguous to the corporate limits to the City and within the City’s Urban Growth Boundary; and

WHEREAS, Tennessee Code Annotated, § 6-51-102(b) requires that a Plan of Service be adopted by the governing body of a City prior to the passage of an annexation resolution; and

WHEREAS, the Gallatin Municipal-Regional Planning Commission, pursuant to T.C.A. § 6-51-102(b)(4), § 6-51-107, §13-3-104, § 13-3-301, and § 13-4-103, has reviewed and recommended approval of this Plan of Service, as contained in GMRPC Resolution 2019-144.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, AS FOLLOWS:

SECTION 1. Pursuant to the provisions of Section 6-51-102(b), Tennessee Code Annotated, there is hereby adopted, for the area described in Exhibit ‘A’, the Plan of Services described in Exhibit ‘B’:

SECTION 2. This Resolution shall be effective upon adoption, the public welfare requiring such.

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN
Exhibit 'A' – Legal Description of annexed territory
Exhibit 'B' – Plan of Services
EXHIBIT ‘A’

Legal Description – Portion of Tax Map Parcel 137/007.03 and Public Right-of-Way

1.46 (+/-) Acres


POINT OF BEGINNING BEING A POINT IN THE SOUTHERLY R/W OF BIG STATION CAMP BOULEVARD BEING SOUTHEAST CORNER OF THE PROPOSED ANNEXATION AREA HERIN DESCRIBED; THENCE WITH THE SOUTHERLY R/W OF BIG STATION CAMP BOULEVARD AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 3921.27 FEET, AN ARC LENGTH OF 475.90 FEET, A CENTRAL ANGLE OF 06 DEGREES 57 MINUTES 13 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 38 MINUTES 50 SECONDS WEST, 475.61 FEET TO A POINT IN THE SOUTHERLY R/W OF BIG STATION CAMP BOULEVARD; THENCE CROSSING THE R/W OF BIG STATION CAMP BOULEVARD SOUTH 86 DEGREES 26 MINUTES 11 SECONDS EAST, 125.93 FEET TO A POINT IN THE NORTHERLY R/W OF BIG STATION CAMP BEING IN THE SOUTHWEST CORNER OF THE SAID FRANKLIN PROPERTY; THENCE LEAVING BIG STATION CAMP BOULEVARD AND CONTINUING SOUTH 86 DEGREES 26 MINUTES 11 SECONDS EAST, 253.52 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID BOWLES PROPERTY; THENCE LEAVING THE SAID FRANKLIN PROPERTY SOUTH 08 DEGREES 56 MINUTES 30 SECONDS WEST, 215.44 FEET TO A POINT IN THE NORTHERLY R/W OF BIG STATION CAMP BOULEVARD; THENCE CROSSING THE BIG STATION CAMP R/W SOUTH 08 DEGREES 56 MINUTES 30 SECONDS WEST, 109.07 FEET TO THE POINT OF BEGINNING CONTAINING 65,585 SQUARE FEET OR 1.46 ACRES, MORE OR LESS.
EXHIBIT ‘B’
PLAN OF SERVICE FOR TAX MAP 137, PARCEL 007.03 and Segment 1 of the Big Station Camp Boulevard Right-of-Way (ANNX-2019-0003) pursuant to Tenn. Code Annotated § 6-51-102(b)

A. Potable Water
The property is now served by White House Utilities District. The developer will coordinate with White House Utilities District for availability of services and will be responsible for installing water lines throughout the site and for making improvements off site to ensure adequate water service levels. No potable water service is necessary to serve the right-of-way.

B. Sanitary Sewer
The property is now served by White House Utilities District. The developer will coordinate with White House Utilities District for availability of services and will be responsible for installing sanitary sewer lines throughout the site and for making improvements off site to ensure adequate sanitary service levels. No sanitary sewer service is necessary to serve the right-of-way.

C. Street Construction and Maintenance
The annexation includes a portion of the Big Station Camp Boulevard right-of-way. The City maintains this segment as part of an Interlocal Agreement with Sumner County (Resolution No. R1805-35) and will continue to maintain the road upon annexation. Upon completion and acceptance of any public streets within the development occurring on the 0.64 +/- acre portion of Parcel 007.03, the City will maintain these rights-of-way.

D. Solid Waste and Refuse Collection
Upon annexation, the City of Gallatin will begin collecting solid waste in the annexation area based on the provisions set forth in the Gallatin Municipal Code. Residents and business will also have access to city operated resource recovery programs and services.

E. Planning and Zoning Services
Upon annexation, the City of Gallatin will provide planning and zoning services, including zoning enforcement, to the 0.64 +/- acre portion of Parcel 007.03.

F. Building Inspections and Code Enforcement Services
Upon annexation, building and code inspection services will be provided by the City of Gallatin.

G. Fire Protection
After the effective date of the annexation of the 0.64 +/- acre portion of Parcel 007.03 and the adjacent Big Station Camp Boulevard right-of-way, the Gallatin Fire Department will provide fire protection and emergency response. Upon development of the property, the developer will provide fire hydrants in the annexation area pursuant to NFPA Life Safety Standards as determined by the City’s Senior Fire Inspector. The fire hydrants will be maintained by the White House Utility District. Upon annexation, the property will be
primarily served by Gallatin Fire Station #4, which has the appropriate number of personnel and number of department vehicles to serve future development on the property.

H. Police Protection
After the effective date of the annexation, the Gallatin Police Department will provide police patrol, response to calls, and other routine police services to the property and adjacent right-of-way. The Police Department indicated that no additional police officers or departmental vehicles will be needed to provide service to this area.

I. Animal Control
The Gallatin Police Department provides animal control services and enforces the City’s animal control ordinances. After the effective date of the annexation, these services will be available in the annexation area.

J. Recreational Facilities and Programs
After the effective date of the annexation, the benefit and use of all recreational facilities and programs provided by the Leisure Services Department will be available to future residents of the 0.64 +/- acre portion of Parcel 007.03. Recreational facilities and programs will be provided with existing personnel, facilities, and resources.

K. Street Lighting and Electric Service
The Gallatin Department of Electricity currently services this area outside of Gallatin city limits. Existing infrastructure will support the proposed development but will need to be extended into the property by the developer to serve development on adjacent properties. Electric service by GDE shall comply with service design requirements including, where required, placing service lines underground. Upon completion of any future street construction and acceptance by the City, street lighting will be extended into the annexed area as required by GDE policy. At least one street light now is provided within the 475 foot segment of Big Station Camp Boulevard.

L. Gas
The Gallatin Public Utilities Department provides natural gas services to residential, business, and industrial customers in the City of Gallatin and outside the City’s corporate limits. An existing gas line is located in the vicinity of the property within the Big Station Camp right-of-way. The Gallatin Public Utilities Department may authorize the extension of natural gas service from this existing line into the property upon development at developer expense. Upon authorization to extend gas lines by Gallatin Public Utilities, the City will maintain and monitor such lines.

M. School System
The City shall provide written notice to the Sumner County School System of the proposed annexation and proposed plan of development prior to the public hearing on the annexation resolution as required by Tenn. Code Annotated, Section 6-51-102(b)(2). The School Board has been notified of the pending annexation and proposed development plan.
CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

DECEMBER 10, 2019

DEPARTMENT: PLANNING DEPARTMENT

SUBJECT: A Resolution No. R1912-63 of the City of Gallatin, Sumner County, Tennessee, to adopt a Plan of Services upon the annexation of a 0.64 +/- portion of a parcel (P/o Tax Map 137, Parcel 007.03) and a 0.82 +/- acre portion of Big Station Camp Boulevard public right-of-way for a total of 1.46 +/- acres, located north of Big Station Camp Boulevard and south of Springdale Lane and including a segment of Big Station Camp Boulevard.

SUMMARY: A Resolution of the City of Gallatin, Sumner County, Tennessee, adopting a Plan of Services upon the annexation of a 0.64 +/- portion of a parcel (P/o Tax Map 137, Parcel 007.03), located north of Big Station Camp Boulevard and south of Springdale Lane, and a 0.82 +/- acre portion of Big Station Camp Boulevard public right-of-way for a total of 1.46 +/- acres; authorizing the revision to be indicated on the Official Zoning Atlas; repealing conflicting ordinances; providing for severability; and providing an effective date. The annexed property will be developed together with an adjacent property now located in the city. The right-of-way is now maintained by the city through an Interlocal Agreement.

RECOMMENDATION: On November 18, 2019, the Gallatin Municipal-Regional Planning Commission recommended approval of the Plan of Services in GMRPC Resolution 2019-144. (ANNX-2019-0003)

ATTACHMENT:

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Notes:
RESOLUTION NO. R1912-64

A RESOLUTION OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, ANNEXING A 0.64 +/- ACRE PORTION OF A PARCEL (P/O TAX MAP 137, PARCEL 007.03) LOCATED NORTH OF BIG STATION CAMP BOULEVARD AND SOUTH OF SPRINGDALE LANE, AND A 0.82 +/- ACRE PORTION OF THE BIG STATION CAMP BOULEVARD PUBLIC RIGHT-OF-WAY FOR A TOTAL OF 1.46 +/- ACRES, INTO THE CITY OF GALLATIN; AUTHORIZING THE ANNEXED PROPERTY TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; ASSIGNING THE ANNEXED AREA TO A COUNCIL DISTRICT; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the property of the affected area described in Exhibit ‘A’ submitted a petition to annex a 0.64 +/- acre portion of a parcel, such property being substantially contiguous to the City’s corporate limits and within the City’s Urban Growth Boundary, and the City by Interlocal Agreement, proposed to annex a 0.82 +/- acre portion of public right-of-way located adjacent to and substantially contiguous to the City of Gallatin, Tennessee, corporate limits and located in the City of Gallatin Urban Growth Boundary; and

WHEREAS, a public hearing was held following public notice as prescribed by Tenn. Code Ann. § 6-51-102; and

WHEREAS, the City of Gallatin deems it reasonable and mutually beneficial to annex the territory described herein; and

WHEREAS, the Gallatin Municipal-Regional Planning Commission has by a majority vote recommended approval of the annexation and a Plan of Service in GMRPC Resolution No. 2019-144 for the affected area; and

WHEREAS, the City Council of the City of Gallatin has approved a Plan of Service for the annexation area as described in Resolution No. R1912-63.

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

Section 1. The City Council of the City of Gallatin does hereby annex the following property as described in Exhibit ‘A’ and indicated on the map in Exhibit ‘B’;

Section 2. The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City’s boundaries and the Official Zoning Atlas to show the classification for the area as hereby being annexed into the City as shown on Exhibit ‘A’ and Exhibit ‘B’ attached hereto.
Section 3. The territory described in Exhibit ‘A’ and depicted in Exhibit ‘B’ shall become part of City Council District 4.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 6. This resolution shall take effect after final passage, the public welfare requiring such, per Tenn. Code Ann. § 6-51-104.

IT IS SO ORDERED.

PRESENT AND VOTING.

AYE: 

NAY: 

DATED: 

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY

Exhibit ‘A’ – Legal Description of annexation territory
Exhibit ‘B’ – Map of the annexation territory
EXHIBIT ‘A’

Legal Description – Portion of Tax Map Parcel 137//007.03 and Public Right-of-Way
1.46 (+/-) Acres


POINT OF BEGINNING BEING A POINT IN THE SOUTHERLY R/W OF BIG STATION CAMP BOULEVARD BEING SOUTHEAST CORNER OF THE PROPOSED ANNEXATION AREA HEREIN DESCRIBED; THENCE WITH THE SOUTHERLY R/W OF BIG STATION CAMP BOULEVARD AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 3921.27 FEET, AN ARC LENGTH OF 475.90 FEET, A CENTRAL ANGLE OF 06 DEGREES 57 MINUTES 13 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 43 DEGREES 38 MINUTES 50 SECONDS WEST, 475.61 FEET TO A POINT IN THE SOUTHERLY R/W OF BIG STATION CAMP BOULEVARD; THENCE CROSSING THE R/W OF BIG STATION CAMP BOULEVARD SOUTH 86 DEGREES 26 MINUTES 11 SECONDS EAST, 125.93 FEET TO A POINT IN THE NORTHERLY R/W OF BIG STATION CAMP BEING IN THE SOUTHWEST CORNER OF THE SAID FRANKLIN PROPERTY; THENCE LEAVING BIG STATION CAMP BOULEVARD AND CONTINUING SOUTH 86 DEGREES 26 MINUTES 11 SECONDS EAST, 253.52 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID BOWLES PROPERTY; THENCE LEAVING THE SAID FRANKLIN PROPERTY SOUTH 08 DEGREES 56 MINUTES 30 SECONDS WEST, 215.44 FEET TO A POINT IN THE NORTHERLY R/W OF BIG STATION CAMP BOULEVARD; THENCE CROSSING THE BIG STATION CAMP R/W SOUTH 08 DEGREES 55 MINUTES 30 SECONDS WEST, 108.07 FEET TO THE POINT OF BEGINNING CONTAINING 65,585 SQUARE FEET OR 1.46 ACRES, MORE OR LESS.
EXHIBIT 'B'

GENERAL NOTES
1. THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE PROPOSED AREA OF ANNEXATION BOUND BY THE PARCELS SHOWN.
2. SOME AREAS AND DIMENSIONS ARE SUBJECT TO CHANGE BASED ON CHANGES IN DESIGN AND FUTURE SURVEYING.
3. THE EXHIBIT IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0835.03-7.

ANEXATION EXHIBIT FOR
DELTA INVESTMENT PARTNERS
6TH CIVIL DISTRICT OF SUMNER COUNTY, CITY OF GALLATIN, TENNESSEE

PROPOSED ANNEXATION AREA 65,585 S.F. OR 1.46 AC

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ANNEXATION EXHIBIT

DELTA INVESTMENT PARTNERS

RAGAN-SMITH
DEPARTMENT: PLANNING DEPARTMENT

SUBJECT:
A Resolution No. R1912-64 of the City of Gallatin, Sumner County, Tennessee, annexing a 0.64 +/- portion of Tax Map 137, Parcel 007.03, located north of Big Station Camp Boulevard and south of Springdale Lane, and a 0.82 +/- acre portion of Big Station Camp Boulevard public right-of-way for a total of 1.46 +/- acres.

SUMMARY:
A Resolution of the City of Gallatin, Sumner County, Tennessee, annexing a 0.64 +/- portion of Tax Map 137, Parcel 007.03, located north of Big Station Camp Boulevard and south of Springdale Lane, and a 0.82 +/- acre portion of Big Station Camp Boulevard public right-of-way for a total of 1.46 +/- acres into the City of Gallatin; authorizing the annexed property to be indicated on the Official Zoning Atlas assigning the annexed area to a Council District; repealing conflicting ordinances; providing for severability; and providing an effective date.

RECOMMENDATION:
On November 18, 2019, the Gallatin Municipal-Regional Planning Commission recommended approval of the annexation in GMRPC Resolution 2019-144. (ANNX-2019-0003)

ATTACHMENT:

☑ Resolution
☐ Ordinance
☐ Correspondence
☐ Contract
☐ Bid Tabulation
☐ Other

☑ Approved
☐ Rejected
☐ Deferred

Notes:
AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING A PORTION OF TWO PARCELS, TOTALING 87.34 +/- ACRES, FROM THE PGC-PLANNED GENERAL COMMERCIAL DISTRICT TO THE MRO-MULTIPLE RESIDENTIAL AND OFFICE DISTRICT AND A 0.64 +/- ACRE PORTION OF A PARCEL FROM ESTATE-A (SUMNER COUNTY) DISTRICT TO THE PGC-PLANNED GENERAL COMMERCIAL DISTRICT AND APPROVAL OF A PRELIMINARY MASTER DEVELOPMENT PLAN FOR MCCAIN’S STATION, TOTALING 130.78 +/- ACRES, LOCATED NORTH OF HIGHWAY 386 AND EAST OF BIG STATION CAMP BOULEVARD; AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the properties submitted a complete application to rezone 87.98 +/- acres with a Preliminary Master Development Plan for McCain’s Station on 130.78 +/- acres, located in the City of Gallatin, Tennessee; and

WHEREAS, the zoning map amendment conforms to the general plan of the area including the established Regional Activity Center Character Area and that the public necessity, convenience, and general welfare, will be served by approving the proposed amendment; and

WHEREAS, the property proposed for rezoning has adequate public utilities, infrastructure and private or municipal services necessary to serve the existing and proposed development and population permitted by the requested zoning or such necessary services and facilities will be provided upon development of the property; and

WHEREAS, the rezoning will be compatible with the surrounding environment and will protect the public health, safety and welfare and will not be injurious to other property or improvements in the area in which the property is located; and

WHEREAS, the Gallatin Municipal-Regional Planning Commission reviewed and recommended approval of the proposed rezoning with Preliminary Master Development Plan in GMRPC Resolution 2019-145; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE as follows:
Section 1. The City Council of the City of Gallatin does hereby rezone portions of two parcels, totaling 87.34 +/- acres from the PGC-Planned General Commercial District to the MRO-Multiple Residential and Office District and a 0.64 +/- acre portion of a parcel from the Estate-A (Sumner County) District to the PGC-Planned General Commercial District as described in Exhibit “A” and with a Preliminary Master Development Plan for McCain’s Station as described in Exhibit ‘B’.

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

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

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

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

PASSED FIRST READING:

PASSED SECOND READING:

______________________________
MAYOR PAIGE BROWN

ATTEST:

______________________________
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

______________________________
SUSAN HIGH-MACAULEY
CITY ATTORNEY

Exhibit A: Legal Descriptions
Exhibit B: Description of PMDP with conditions
EXHIBIT 'A'
Legal Descriptions

PGC TO MRO REZONING, TOTALLING 87.34 ACRES


COMMENCING AT A POINT IN THE NORTHERLY R/W OF BIG STATION CAMP BOULEVARD BEING THE SOUTHWEST CORNER OF THE SAID BOWLES PROPERTY; THENCE LEAVING THE SAID R/W NORTH 08 DEGREES 56 MINUTES 30 SECONDS EAST, 215.44 FEET TO A ⅝' IRON ROD (OLD); THENCE NORTH 09 DEGREES 11 MINUTES 12 SECONDS EAST, 234.19 FEET TO A ⅝' IRON ROD (OLD) BEING THE SOUTHWEST AND POINT OF BEGINNING OF THE ZONING AREA HEREIN DESCRIBED, ALSO BEING THE SOUTHEAST CORNER OF THE SAID REVERE AT HIDDEN CREEK SUBDIVISION; THENCE NORTH 09 DEGREES 11 MINUTES 39 SECONDS EAST, 835.42 FEET TO A ⅝' IRON ROD (OLD); THENCE NORTH 05 DEGREES 53 MINUTES 00 SECONDS EAST, 1074.89 FEET TO A ⅝' IRON ROD (OLD) BEING IN THE SOUTHERLY LINE OF THE SAID FRANKLIN PROPERTY; THENCE LEAVING THE SAID REVERE AT HIDDEN CREEK SOUTH 82 DEGREES 40 MINUTES 53 SECONDS EAST, 27.13 FEET TO A POINT; THENCE SEVERING THE FRANKLIN PROPERTY AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 1341.50 FEET, AN ARC LENGTH OF 793.30 FEET, A CENTRAL ANGLE OF 33 DEGREES 52 MINUTES 56 SECONDS, AND A CHORD BEARING AND LENGTH OF NORTH 62 DEGREES 43 MINUTES 59 SECONDS EAST, 781.79 FEET TO A POINT; THENCE NORTH 45 DEGREES 47 MINUTES 32 SECONDS EAST, 31.83 FEET TO A POINT IN THE SOUTHERLY LINE OF THE CITY OF GALLATIN PROPERTY; THENCE WITH THE CITY OF GALLATIN PROPERTY SOUTH 41 DEGREES 10 MINUTES 53 SECONDS EAST, 707.34 FEET TO A POINT; THENCE SOUTH 82 DEGREES 40 MINUTES 53 SECONDS EAST, 601.56 FEET TO A MONUMENT IN THE WESTERLY LINE OF THE SAINT BLAISE ESTATES SUBDIVISION; THENCE WITH THE SAID SUBDIVISION THE FOLLOWING FOUR CALLS: SOUTH 08 DEGREES 19 MINUTES 24 SECONDS WEST, 482.43 FEET TO A MONUMENT; THENCE SOUTH 53 DEGREES 20 MINUTES 19 SECONDS EAST, 23.97 FEET TO A
MOUMENT; THENCE SOUTH 83 DEGREES 20 MINUTES 17 SECONDS EAST, 331.64 FEET TO A 1/2" IRON ROD (OLD); THENCE SOUTH 15 DEGREES 04 MINUTES 07 SECONDS WEST, 1461.49 FEET TO A 5/8" IRON ROD (OLD); THENCE LEAVING THE SAID SUBDIVISION EACH A LINE SEVERING THE LANDS OF BOWLES THE FOLLOWING TEN CALLS: NORTH 73 DEGREES 21 MINUTES 48 SECONDS WEST, 971.90 FEET TO A POINT; THENCE NORTH 41 DEGREES 07 MINUTES 23 SECONDS WEST, 621.48 FEET TO A POINT; THENCE SOUTH 48 DEGREES 52 MINUTES 37 SECONDS WEST, 68.95 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 784.00 FEET, AN ARC LENGTH OF 468.54 FEET, A CENTRAL ANGLE OF 34 DEGREES 14 MINUTES 29 SECONDS, AND A CHORD BEARING AND LENGTH OF SOUTH 31 DEGREES 45 MINUTES 23 SECONDS WEST, 461.60 FEET TO A POINT; THENCE SOUTH 14 DEGREES 38 MINUTES 08 SECONDS WEST, 332.49 FEET TO A POINT; THENCE NORTH 84 DEGREES 48 MINUTES 04 SECONDS WEST, 14.42 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 170.50 FEET, A CENTRAL ANGLE OF 54 DEGREES 16 MINUTES 19 SECONDS, AND A CHORD BEARING AND LENGTH OF NORTH 48 DEGREES 13 MINUTES 42 SECONDS WEST, 184.20 FEET TO A POINT; THENCE NORTH 21 DEGREES 05 MINUTES 33 SECONDS WEST, 96.75 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET, AN ARC LENGTH OF 62.96 FEET, A CENTRAL ANGLE OF 16 DEGREES 23 MINUTES 52 SECONDS, AND A CHORD BEARING AND DISTANCE OF NORTH 29 DEGREES 17 MINUTES 29 SECONDS WEST, 62.75 FEET TO A POINT; THENCE NORTH 37 DEGREES 29 MINUTES 25 SECONDS WEST, 46.62 FEET TO THE POINT OF BEGINNING CONTAINING 3,804,195 SQUARE FEET OR 87.34 ACRES MORE OR LESS.

ESTATE-A (SUMNER COUNTY) TO PGC REZONING, TOTALLING 0.64 ACRES

BEING A PROPOSED ANNEXATION AREA IN THE 4TH CIVIL DISTRICT OF SUMNER COUNTY, CITY OF GALLATIN, TENNESSEE. BEING A PORTION OF PARCEL 7.03 AS SHOWN ON SUMNER COUNTY PROPERTY TAX MAP NUMBER 137 WHICH IS THE PROPERTY OF DONNA WACASER OF RECORD IN RECORD BOOK 1630, PAGE 705 RECORDS OFFICE OF SUMNER COUNTY, TENNESSEE (R.O.S.C.T.), BEING BOUNDED ON THE SOUTH BY BIG STATION CAMP BOULEVARD RIGHT-OF-WAY (90' PUBLIC RIGHT-OF-WAY), ON THE NORTH BY THE NANCY AND ROBERT FRANKLIN PROPERTY OF RECORD IN RECORD BOOK 4560, PAGE 664 (R.O.S.C.T.), ON THE SOUTHWEST BY THE REMAINING DONNA WACASER PROPERTY; AND ON THE EAST BY THE RAY AND JEAN BOWLES PROPERTY OF RECORD IN RECORD BOOK 3373, PAGE 674 (R.O.S.C.T.), SAID PROPOSED ANNEXATION AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING A POINT IN THE NORTHERLY R.W. OF BIG STATION CAMP BEING IN THE SOUTHWEST CORNER CORNER OF THE SAID FRANKLIN PROPERTY AND THE SOUTHEAST CORNER OF THE ANNEXATION AREA HEREIN DESCRIBED; THENCE LEAVING BIG STATION CAMP BOULEVARD SOUTH 86 DEGREES 26 MINUTES 11 SECONDS EAST, 253.52 FEET TO A POINT IN THE WESTERLY LINE OF THE SAID BOWLES PROPERTY; THENCE LEAVING THE SAID FRANKLIN PROPERTY SOUTH 08 DEGREES 56
MINUTES 30 SECONDS WEST, 215.44 FEET TO A POINT IN THE NORTHERLY R/W OF BIG STATION CAMP BOULEVARD; THENCE WITH BIG STATION CAMP R/W AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 3831.27 FEET, AN ARC LENGTH OF 317.04 FEET, A CENTRAL ANGLE OF 04 DEGREES 44 MINUTES 29 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 43 DEGREES 50 MINUTES 34 SECONDS EAST, 316.95 FEET TO THE POINT OF BEGINNING CONTAINING 27,883 SQUARE FEET OR 0.64 ACRES, MORE OR LESS.
EXHIBIT ‘B’

The Preliminary Master Development Plan for McCain’s Station consists of:

- Seventeen (17) sheet plan, prepared by Ragan Smith Associates of Nashville, TN, Chattanooga, TN, and Murfreesboro, TN, with job number 19091, dated October 14, 2019, with a final revision date of December 2, 2019, and an Architectural Packet for McCain’s Station, consisting of 31 pages, prepared by Ragan Smith Associates, stamped date received December 2, 2019,

with the following conditions:

1. Add the following note, “PMDP approval is conditional with the understanding that upon adoption of the Establishment of the Big Station Camp Boulevard Transportation Improvement District Ordinance by the City of Gallatin, FMDP’s, including final plats and site plans, will be subject to the findings and recommendations of the study associated with the Ordinance. Pro-rata contributions toward traffic infrastructure improvements, as recommended in the study or subsequent traffic studies submitted for the developments review and approval may be required of development impacting select needed infrastructure improvements. Prior to recording of any Final Plat and/or approval of a Final Master Development Plan, the developer shall enter into a pro-rata contribution agreement with the City.”

2. Improvements recommended by the approved Traffic Impact Study (TIS) must be shown on the PMDP. TIS must be approved by the City Engineer.

3. Add the following note, “The Water Quality Buffer as shown hereon is a permanent water quality buffer in accordance with Article 6 Section 9 of the City of Gallatin Stormwater Ordinance. Water Quality Buffers, provided around waterbodies, are not to be mowed, and are to remain undisturbed in a natural vegetated state free of obstructions, structures, or intrusions. Maintenance and or restoration within water quality buffers to be limited to hand held and hand operated tools and to be performed in accordance with current City of Gallatin Stormwater Ordinance and or at the direction of City of Gallatin Engineering Division.”

4. Remove any street trees located within the sight triangles of all roadway intersections.

5. Properly identify the property for a future park owned by the city on Sheet PM1.0.

6. Submit two (2) half-sized, corrected folded copies of the Preliminary Master Development Plan and Pattern Book and digital files consisting of a PDF and AutoCAD (dwg.) drawings to the Planning Department.
CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

December 10, 2019

DEPARTMENT:  PLANNING DEPARTMENT  AGENDA # 8

SUBJECT:
An Ordinance No. O1912-62 of the City of Gallatin, Sumner County, Tennessee, rezoning portions of two parcels, totaling 87.34 +/- acres from the PGC-Planning General Commercial District to the MRO-Multiple Residential and Office District and a 0.64 +/- acre portion of a parcel from the Estate-A (Sumner County) District to the PGC-Planned General Commercial District and approval of a Preliminary Master Development Plan for McCain’s Station, totaling 130.78 +/- acres.

SUMMARY:
An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning portions of two parcels, totaling 87.34 +/- acres from the PGC-Planning General Commercial District to the MRO-Multiple Residential and Office District and a 0.64 +/- acre portion of a parcel from the Estate-A (Sumner County) District to the PGC-Planned General Commercial District and approval of a Preliminary Master Development Plan for McCain’s Station, totaling 130.78 +/- acres. The proposed master plan contains 112 single-family detached residential lots, 195 multi-family (townhome) units, 377 townhomes/flat units, six (6) commercial lots/outparcels, nine (9) open (green) space tracts and right (8) public rights-of-way, located north of Highway 386 and east of Big Station Camp Boulevard; authorizing the revision to the Official Zoning Atlas; repealing conflicting ordinances; providing for severability; and providing an effective date.

RECOMMENDATION:
On November 18, 2019, the Gallatin Municipal-Regional Planning Commission recommended approval of the rezoning and master development plan in GMRPC Resolution 2019-145 (ZONE-2019-0005)

ATTACHMENT:

☐ Resolution  ☑ Ordinance  ☐ Bid Tabulation
☐ Correspondence  ☑ Contract  ☑ Other

Approved  ☑  Rejected  ☐  Deferred  ☐
Notes:
ORDINANCE NO. O1911-60

ORDINANCE APPROPRIATING $14,304.27 FROM REVENUE RECEIVED FROM INSURANCE FOR DAMAGE TO ENGINE 3

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $14,304.27 is hereby appropriated from revenue received from the insurance payment on damage to ENGINE 3, account #110-36350, to the following account:

Vehicle Repairs account #110-42220-260, for repairs,

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 SECOND READING:

_________________________________________
MAYOR PAIGE BROWN

ATTEST:

_________________________________________
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

_________________________________________
SUSAN HIGH-MCAULEY
CITY ATTORNEY
DEPARTMENT: FIRE

SUBJECT: ORDINANCE APPROPRIATING FUNDS

SUMMARY:
ORDINANCE APPROPRIATING $14,304.27 FROM REVENUE RECEIVED FROM INSURANCE FOR DAMAGE TO FIRE ENGINE 3

RECOMMENDATION:

ATTACHMENT:

☐ Resolution ☐ Correspondence ☐ Bid Tabulation
☒ Ordinance ☐ Contract ☒ Other

Approved ☒ Rejected Deferred

Notes:
ORDINANCE NO. 01912-61

ORDINANCE APPROPRIATING $20,000 FROM STORMWATER MAINTENANCE TO STORMWATER ADMINISTRATION AND APPROPRIATING $9,305 FROM FINANCE TO HUMAN RESOURCES

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $20,000 is hereby appropriated from the Stormwater Maintenance Salaries, 12343150-111, to Stormwater Administration Professional Services, 12343800-250; and

BE IT FURTHER ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $9,305 is hereby appropriated from Finance Salaries, 11041500-111, with $4,125 going to Human Resources Professional Services, 11041650-250; and $5,180 going to Human Resources Salaries, 11041650-111; and,

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


PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY
DEPARTMENT: Finance

SUBJECT:
Ordinance to move funds from Stormwater Maintenance to Stormwater Administration, and to move funds from Finance to Human Resources.

SUMMARY:
Ordinance to move funds from Stormwater Maintenance to Stormwater Administration for various projects that require professional services. Due to position vacancies, there will be unspent funds in the Maintenance budget that can be transferred to Administration without impacting the budget bottom line.

Additionally, ordinance to move funds from Finance to Human Resources for staffing/consulting costs. Finance has available funds from the budgeted Grant Coordinator position that has not yet been filled. Human Resources would like to use these funds for 2 purposes; to pay for contractual help and to pay for the new director to being before Mrs. Johnson retires.

Since these funds are already budgeted, there will be no impact to the total budget and no new money required.

RECOMMENDATION:
approval

ATTACHMENT:

- [ ] Resolution
- [ ] Ordinance
- [ ] Correspondence
- [ ] Contract
- [ ] Bid Tabulation
- [ ] Other

- [ ] Approved
- [ ] Rejected
- [ ] Deferred

Notes:
ORDINANCE NO. 02001-1

ORDINANCE APPROPRIATING $99,226.27 FROM MIRACLE PARK DONATIONS REVENUE FUND TO MIRACLE PARK EXPENSE FUND

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that the sum of $99,226.27 is hereby appropriated from the Miracle Park Donations, revenue account #110-36700-211, to the Parks and Recreation Miracle Park, expense account #110-44720-937-211, to begin work on the Miracle Park complex.

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

PASSED FIRST READING:

PASSED SECOND READING:

______________________________
MAYOR PAIGE BROWN

ATTEST:

______________________________
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

______________________________
SUSAN HIGH-MCAULEY
CITY ATTORNEY
CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

01/14/2020

DEPARTMENT: Parks and Recreation

AGENDA #

SUBJECT:
Ordinance appropriating funds for Miracle Park.

SUMMARY:
Ordinance appropriating funds from Miracle Park Donations to the Miracle Park expense account.

RECOMMENDATION:
Approval

ATTACHMENT:

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Approved □
Rejected □
Deferred □

Notes:
ORDINANCE NO. O2001-2

ORDINANCE APPROPRIATING INSURANCE RECOVERIES IN THE AMOUNT OF $1,907.19 FROM THE UNASSIGNED FUND BALANCE OF THE GENERAL FUND FOR REPAIR OF DAMAGES TO PUBLIC WORKS JOHN DEERE TRACTOR

BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE, that insurance recoveries in the amount of $1,907.19 are hereby appropriated from the unassigned fund balance of the general fund for repair of damages to Public Works Vehicles and Equipment to the following account:

Street Maintenance-Repair and Maintenance-Equipment, account #110-43120-262,

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

PASSED FIRST READING:

PASSED SECOND READING:

MAYOR PAIGE BROWN

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY
CITY ATTORNEY
CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

January 14, 2020

DEPARTMENT: Public Works

SUBJECT:
Appropriation of Insurance Recovery in the amount of $1,907.19 for the repair of damages to Public Works John Deere tractor

SUMMARY:
Appropriate funds in the amount of $1,907.19 from general fund to 110-43120-262 for the repair of Public Works John Deere tractor.

RECOMMENDATION:

ATTACHMENT:

☐ Resolution  ☐ Correspondence  ☑ Bid Tabulation
☐ Ordinance  ☐ Contract  ☐ Other

Approved  ☑  Rejected  ☐  Deferred  ☐

Notes:
AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING 40.38 +/- ACRES FROM THE PBP–PLANNED BUSINESS PARK DISTRICT TO THE MU–MIXED USE DISTRICT WITH A PRELIMINARY MASTER DEVELOPMENT PLAN FOR PATRIOT ANGELS PHASE 2, LOCATED AT 262 AND 280 HARRIS LANE; AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the property submitted a complete application to rezone 40.38 +/- acres with a Preliminary Master Development Plan for Patriot Angels Phase 2, located in the City of Gallatin, Tennessee; and

WHEREAS, the zoning map amendment conforms to the general plan of the area including the established GreenLea Business Center Character Area and that the public necessity, convenience, and general welfare will be served by approving the proposed amendment; and

WHEREAS, the property proposed for rezoning has adequate public utilities, infrastructure, and private or municipal services necessary to serve the existing and proposed development and population permitted by the requested zoning, or such necessary services and facilities will be provided upon development of the property; and

WHEREAS, the rezoning will be compatible with the surrounding environment and will protect the public health, safety, and welfare and will not be injurious to other property or improvements in the area in which the property is located; and

WHEREAS, the Gallatin Municipal-Regional Planning Commission reviewed and recommended approval of the proposed rezoning with Preliminary Master Development Plan in GMRPC Resolution 2019-160; and

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

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

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

Section 1. The City Council of the City of Gallatin does hereby rezone 40.38 +/- acres from the PBP–Planned Business Park District to the MU–Mixed Use District with a Preliminary Master Development Plan for Patriot Angels Phase 2, as described in Exhibit ‘B’.
Section 2. The City Council of the City of Gallatin does hereby approve, authorize and direct the revision of the City’s Official Zoning Atlas to show the classification for the area as hereby rezoned.

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

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

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

PASSED FIRST READING:
PASSED SECOND READING:

__________________________
MAYOR PAIGE BROWN

ATTEST:

__________________________
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

__________________________
SUSAN HIGH-MACAULEY
CITY ATTORNEY

Exhibit A: Legal Description
Exhibit B: Description of PMDP with conditions
EXHIBIT ‘A’
Legal Description

PBP to MU, TOTALLING 40.38 ACRES

Placing Angels Corporation Rezoning
40.38 ACRES

BEING located in the 3rd Civil District, Sumner County, Tennessee, on the north side of Harris Lane, and being a portion of the property as shown on Tax Map 125, Parcels 047.00 and 048.00, Tax Assessor’s Office, Sumner County, Tennessee, and more particularly described as follows:

BEGINNING at a point in the western property line of Parcel 047.00, said point being N 06°20'41" E a distance of 300.00' from the northern margin of Harris Lane; thence with the property line of Parcel 047.00 N 06°20'41" E a distance of 1490.00' to an iron pin; thence N 84°09'57" W a distance of 400.08' to an iron pin; thence N 06°20'25" E a distance of 471.16' to an iron pin; thence S 84°07'50" E a distance of 799.99' to an iron pin at the northwestern property corner of Parcel 048.00; thence with the property line of Parcel 048.00 S 84°09'55" E a distance of 400.03' to an iron pin; thence S 06°20'35" W a distance of 1963.86' to a point in the eastern property line of Parcel 048.00, said point being N 06°20'35" E a distance of 300.01' from the northern margin of Harris Lane; thence N 84°06'14" W a distance of 537.73' to a point; thence N 83°35'42" W a distance of 262.22' to the point of beginning, containing 40.38 acres, more or less.
EXHIBIT ‘B’

The Preliminary Master Development Plan for Patriot Angels Phase 2 consists of a:

- Seven (7) sheet plan, prepared by GreenLID Design of Gallatin, TN, with job number 19.019G, dated August 12, 2019, and signed and sealed on December 2, 2019; and a one (1) sheet architectural exterior elevations plan titled “New Wedding Venue,” prepared by Meridian Architecture of Mt. Juliet, TN, dated August 11, 2019,

with the following conditions:

1. Provide 20 additional canopy trees within the parking lot landscaping.
2. Submit two (2) corrected and folded half-size copies and one digital copy (PDF & DWG), of the Preliminary Master Development Plan to the Planning Department.
DEPARTMENT: PLANNING DEPARTMENT

AGENDA # 9

SUBJECT:
Ordinance No. O2001-3 of the City of Gallatin, Sumner County, Tennessee, rezoning 40.38 +/- acres from the PBP–Planned Business Park District to the MU–Mixed Use District with a Preliminary Master Development Plan for Patriot Angels Phase 2.

SUMMARY:
An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning 40.38 +/- acres from the PBP–Planned Business Park District to the MU–Mixed Use District with a Preliminary Master Development Plan for Patriot Angels Phase 2, containing one (1) wedding venue/event center, located at 262 and 280 Harris Lane; authorizing the revision to the Official Zoning Atlas; repealing conflicting ordinances; providing for severability; and providing an effective date.

On December 16, 2019, the Gallatin Municipal-Regional Planning Commission recommended approval of the rezoning and master development plan in Resolution 2019-160 (File No. ZONE-2019-0002).

RECOMMENDATION:

ATTACHMENT:

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<th>Resolution</th>
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Approved [X]
Rejected [ ]
Deferred [ ]

Notes:
AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, REZONING A 0.62 +/- ACRE PORTION OF A PARCEL, FROM THE PGC-PLANNED GENERAL COMMERCIAL DISTRICT TO THE CC-CORE COMMERCIAL DISTRICT AND APPROVAL OF AN AMENDED PRELIMINARY MASTER DEVELOPMENT PLAN FOR KENNESAW FARMS, PARCEL A, TOTALING 14.05 +/- ACRES, LOCATED NORTH OF NASHVILLE PIKE AND WEST OF KENNESAW BOULEVARD; AUTHORIZING THE REVISION TO BE INDICATED ON THE OFFICIAL ZONING ATLAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the properties submitted a complete application to rezone 0.62 +/- acres with an Amended Preliminary Master Development Plan for Kennesaw Farms, Parcel A, on 14.05 +/- acres, located in the City of Gallatin, Tennessee; and

WHEREAS, the zoning map amendment conforms to the general plan of the area including the established Regional Activity Center Character Area and that the public necessity, convenience, and general welfare, will be served by approving the proposed amendment; and

WHEREAS, the property proposed for rezoning has adequate public utilities, infrastructure and private or municipal services necessary to serve the existing and proposed development and population permitted by the requested zoning or such necessary services and facilities will be provided upon development of the property; and

WHEREAS, the rezoning will be compatible with the surrounding environment and will protect the public health, safety and welfare and will not be injurious to other property or improvements in the area in which the property is located; and

WHEREAS, the Gallatin Municipal-Regional Planning Commission reviewed and recommended approval of the proposed rezoning with Amended Preliminary Master Development Plan in GMRPC Resolution 2019-167; and

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

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

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

Section 1. The City Council of the City of Gallatin does hereby rezone a 0.62 +/- acre portion of a parcel from the PGC-Planned General Commercial District to the CC-Core Commercial District as
described in Exhibit “A” and with an Amended Preliminary Master Development Plan for Kennesaw Farms, Parcel A, as described in Exhibit ‘B’.

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

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

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

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MACAULEY
CITY ATTORNEY

Exhibit A: Legal Description
Exhibit B: Description of PMDP with conditions
EXHIBIT ‘A’
Legal Description

PGC TO CC REZONING, TOTALLING 0.62 ACRES

Being property situated north of Nashville Pike (U.S. Highway 31-E) and west of Saint Blaise Road in the 4th Civil District of Sumner County, Tennessee, City of Gallatin.

Beginning at the northwest corner of the new CC Zone. Thence N 48°54'21" E a distance of 44.29' to a point; Thence S 41°10'35" E a distance of 435.79' to a point; Thence S 48°47'55" W a distance of 67.82' to a point; Thence N 41°12'05" W a distance of 217.65' to a point; Thence N 35°00'00" W a distance of 219.50' to the POINT OF BEGINNING. Containing 0.62 acres more or less.
EXHIBIT ‘B’

The Amended Preliminary Master Development Plan for Kennesaw Farms, Parcel A, consists of a 10 sheet plan, prepared by Morelock Engineering of Nolensville, TN, dated November 4, 2019, with a final revision date of January 3, 2020, with the following conditions:

1. Add acreage to be rezoned in the notes under the Site Data information.
2. Parking calculations shall be consistent with the Gallatin Zoning Ordinance. If maximum parking allowances are exceeded, provide pervious parking spaces for excess parking per Section 11.02.025 and Section 11.09.025, G.Z.O. with the FMDP.
3. The Engineering Division does not have a waiver for detention on file for this PMDP area. At the FMDP stage, the developer will be required to analyze the culvert under Nashville Pike for the 50-year storm event to evaluate if detention is required with this development.
4. Submit two (2) half-sized, corrected folded copies of the Amended Preliminary Master Development Plan and digital files consisting of a PDF and AutoCAD (dwg.) drawings to the Planning Department.
SUBJECT:
An Ordinance No. 02001-5 of the City of Gallatin, Sumner County, Tennessee, rezoning a 0.62 +/- acre portion of a parcel from the PGC-Planned General Commercial District to the CC-Core Commercial District and approval of an Amended Preliminary Master Development Plan for Kennesaw Farms, Parcel A (P/O Tax Map 136, Parcel 045.00 and 045.01), totaling 14.05 +/- acres.

SUMMARY:
An Ordinance of the City of Gallatin, Sumner County, Tennessee, rezoning a 0.62 +/- acre portion of a parcel from the PGC-Planned General Commercial District to the CC-Core Commercial District and approval of an Amended Preliminary Master Development Plan for Kennesaw Farms, Parcel A (P/O Tax Map 136, Parcel 045.00 and 045.01), totaling 14.05 +/- acres, containing 16 upper-residential multi-family condominiums with retail in one building and eight (8) office/retail/commercial buildings, located north of Nashville Pike and west of Kennesaw Boulevard; authorizing the revision to the Official Zoning Atlas; repealing conflicting ordinances; providing for severability; and providing an effective date.

RECOMMENDATION:

ATTACHMENT:

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<th>Correspondence</th>
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<td>☒ Ordinance</td>
<td>☐ Contract</td>
<td>☐ Other</td>
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Approved ☒
Rejected ☒
Deferred ☐

Notes:
RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS BY THE CITY OF
GALLATIN, TENNESSEE
FAIRWAY FARMS, PHASE 2, SECTION 4

WHEREAS, THE CITY OF GALLATIN PLANNING COMMISSION has
recommended acceptance by the City of Gallatin of the public improvements in the
development hereinafter named Fairway Farms, Phase 2, Section 4; and

WHEREAS, THE CITY OF GALLATIN ENGINEERING DIVISION hereby
certifies that the public drainage infrastructure, rights-of-way, and public easements in
Fairway Farms, Phase 2, Section 4 have been satisfactorily completed and have been
installed in accordance with the approved plans and specifications and that there has been
full compliance with the City of Gallatin Subdivision Regulations; and

WHEREAS, THE CITY OF GALLATIN PUBLIC UTILITIES DEPARTMENT
hereby certifies that the public utility improvements in the development described hereafter
have been satisfactorily completed and have been installed in accordance with the approved
plans and specifications and that there has been full compliance with the City of Gallatin

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN,
TENNESSEE, pursuant to Chapter 3, Section 3-105, et seq. of the Subdivision
Regulations of Gallatin, Tennessee, that the public drainage infrastructure, rights-of-way,
public easements, and public utility improvements, as described in Fairway Farms, Phase
2, Section 4, Plat Book 29, Page(s) 315-317, recorded on October 6, 2016 in the Register’s
Office for Sumner County, are hereby accepted by the City of Gallatin, Tennessee.

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

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

ATTEST:

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY
CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

January 14, 2020

DEPARTMENT: Engineering

SUBJECT:
Resolution Accepting Public Improvements for Fairway Farms Phase 2, Section 4

SUMMARY:
The Planning Commission approved the GMRPC Resolution on December 16, 2019, to accept the public improvements for Fairway Farms Phase 2, Section 4.

RECOMMENDATION:

ATTACHMENT:

Resolution  ☒
Ordinance  ☐
Correspondence  ☐
Contract  ☐
Bid Tabulation  ☒
Other  ☐

Approved  ☒
Rejected  ☐
Deferred  ☐

Notes:
RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS BY THE CITY OF
GALLATIN, TENNESSEE
FAIRWAY FARMS, PHASE 2, SECTION 5

WHEREAS, THE CITY OF GALLATIN PLANNING COMMISSION has recommended acceptance by the City of Gallatin of the public improvements in the development hereinafter named Fairway Farms, Phase 2, Section 5; and

WHEREAS, THE CITY OF GALLATIN ENGINEERING DIVISION hereby certifies that the public drainage infrastructure, rights-of-way, and public easements in Fairway Farms, Phase 2, Section 5 have been satisfactorily completed and have been installed in accordance with the approved plans and specifications and that there has been full compliance with the City of Gallatin Subdivision Regulations; and

WHEREAS, THE CITY OF GALLATIN PUBLIC UTILITIES DEPARTMENT hereby certifies that the public utility improvements in the development described hereafter have been satisfactorily completed and have been installed in accordance with the approved plans and specifications and that there has been full compliance with the City of Gallatin Subdivision Regulations and City of Gallatin Municipal Code.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, pursuant to Chapter 3, Section 3-105, et seq., of the Subdivision Regulations of Gallatin, Tennessee, that the public drainage infrastructure, rights-of-way, public easements, and public utility improvements, as described in Fairway Farms, Phase 2, Section 5, Plat Book 30, Page(s) 134-136, recorded on July 6, 2017 in the Register’s Office for Sumner County, are hereby accepted by the City of Gallatin, Tennessee.

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

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE:

NAY:

DATED:

MAYOR PAIGE BROWN

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY
CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

January 14, 2020

DEPARTMENT: Engineering

SUBJECT:
Resolution Accepting Public Improvements for Fairway Farms Phase 2, Section 5

SUMMARY:
The Planning Commission approved the GMRPC Resolution on December 16, 2019, to accept the public improvements for Fairway Farms Phase 2, Section 5.

RECOMMENDATION:

ATTACHMENT:

☐ Resolution  ☐ Correspondence  ☒ Bid Tabulation
☐ Ordinance  ☐ Contract  ☐ Other

Notices:

Approved  ☒
Rejected  ☐
Deferred  ☐
RESOLUTION NO. R2001-4

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS BY THE CITY OF GALLATIN, TENNESSEE
FAIRWAY FARMS, PHASE 2, SECTION 6

WHEREAS, THE CITY OF GALLATIN PLANNING COMMISSION has recommended acceptance by the City of Gallatin of the public improvements in the development hereinafter named Fairway Farms, Phase 2, Section 6; and

WHEREAS, THE CITY OF GALLATIN ENGINEERING DIVISION hereby certifies that the public drainage infrastructure, rights-of-way, and public easements in Fairway Farms, Phase 2, Section 6 have been satisfactorily completed and have been installed in accordance with the approved plans and specifications and that there has been full compliance with the City of Gallatin Subdivision Regulations; and

WHEREAS, THE CITY OF GALLATIN PUBLIC UTILITIES DEPARTMENT hereby certifies that the public utility improvements in the development described hereafter have been satisfactorily completed and have been installed in accordance with the approved plans and specifications and that there has been full compliance with the City of Gallatin Subdivision Regulations and City of Gallatin Municipal Code.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, pursuant to Chapter 3, Section 3-105, et seq. of the Subdivision Regulations of Gallatin, Tennessee, that the public drainage infrastructure, rights-of-way, public easements, and public utility improvements, as described in Fairway Farms, Phase 2, Section 6, Plat Book 30, Page(s) 205-207, recorded on October 23, 2017 in the Register’s Office for Sumner County, are hereby accepted by the City of Gallatin, Tennessee.

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

IT IS SO ORDERED.

PRESENT AND VOTING:

AYE;

NAY;

DATED:

MAYOR PAIGE BROWN

ATTEST;

APPROVED AS TO FORM:

CONNIE KITTRELL
CITY RECORDER

SUSAN HIGH-MCAULEY
CITY ATTORNEY
DEPARTMENT: Engineering

SUBJECT: Resolution Accepting Public Improvements for Fairway Farms Phase 2, Section 6

SUMMARY: The Planning Commission approved the GMRPC Resolution on December 16, 2019, to accept the public improvements for Fairway Farms Phase 2, Section 6.

RECOMMENDATION:

ATTACHMENT:

Resolution ☒ Ordinance ☐ Correspondence ☐ Bid Tabulation ☒

Contract ☐ Other ☐

Approved ☒ Rejected ☐ Deferred ☐

Notes:
RESOLUTION NO. R2001-5

RESOLUTION APPROVING A WAIVER OF THE FINAL MASTER DEVELOPMENT PLAN APPLICATION FEE

BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the Final Master Development Plan application fee in the amount of $300, required by Chapter 2, Article III, Section 2-154, Gallatin City Code, for the approximately 9.50-acre Sumner County Jail Pod property, located at 117 West Smith Street, is waived; and

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

IT IS SO ORDERED.

PRESENT AND VOTING

AYE:

NAY:

DATED: 1/14/2020

PASSED FIRST READING:

PASSED SECOND READING:

___________________________
MAYOR PAIGE BROWN

ATTEST:

___________________________
CONNIE KITTRELL
CITY RECORDER

APPROVED AS TO FORM:

___________________________
SUSAN HIGH-MACAULEY
CITY ATTORNEY
CITY OF GALLATIN
COUNCIL COMMITTEE AGENDA

January 14, 2020

DEPARTMENT: PLANNING DEPARTMENT
AGENDA # 11

SUBJECT:
Resolution No. R2001-5 of the City of Gallatin, Sumner County, Tennessee, waiving the Final Master Development Plan application fee in the amount of $300 for the 9.50 +/- acre Sumner County Jail Pod property.

SUMMARY:
A Resolution of the City of Gallatin, Sumner County, Tennessee, waiving the Final Master Development Plan application fee in the amount of $300 for the 9.50 +/- acre Sumner County Jail Pod property, containing one (1) jail pod building, located at 117 West Smith Street; and providing an effective date.

RECOMMENDATION:

ATTACHMENT:

Resolution ☒ Ordinance ☐ Correspondence ☐ Bid Tabulation ☒ Other ☐

Approved ☒ Rejected ☐ Deferred ☐

Notes:
RESOLUTION NO. R2001-6

RESOLUTION AUTHORIZING THE GALLATIN PLANNING DEPARTMENT TO APPLY FOR A PRESERVATION GRANT FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC)

WHEREAS, the Gallatin Planning Department requests City Council approval to apply for a Preservation Grant from the Tennessee Department of Environment and Conservation (TDEC); and

WHEREAS, the grant would be used to inventory historic properties and perform a survey of historic resources in the City necessary to maintain Certified Local Government status; and

WHEREAS, the grant is a matching grant requiring 60% from the state and 40% from the City (40% is approximately $12,500).

NOW THEREFORE BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE, that the City Council hereby authorizes the Gallatin Planning Department to apply for the Preservation Grant; and

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.

PRESENT AND VOTING

AYE:

NAY:

DATED:

______________________________  ________________________________
MAYOR PAIGE BROWN  APPROVED AS TO FORM:

______________________________  ________________________________
CONNIE KITTRELL  SUSAN HIGH-MCAULEY
CITY RECORDER  CITY ATTORNEY
Authorization to Apply for TDEC Preservation Grant

The Planning Department requests authorization to apply for a preservation grant to conduct a Historic Resources Survey to inventory historic properties and survey historic resources in the City. The survey report will be added to the Tennessee Historic Commission list of historic properties and will maintain the Certified Local Government status of the City. The grant is a matching grant requiring 60% from the State and 40% from the City at approximately $12,500.

Authorize the Planning Department to apply for the TDEC grant. The application is due to the State by January 30, 2020.

Resolution

Notes:
RESOLUTION NO. R2001-7

RESOLUTION TO APPROVE BUYBOARD AS A PURCHASING COOPERATIVE UNDER THE CITY’S PURCHASING PROCEDURES

WHEREAS, the City of Gallatin has adopted by Ordinance No. O1007-47 Purchasing Procedures, adopting the provisions of State law (Tenn. Code Ann. §12-3-1205) allowing the City to enter into agreements with other governmental entities for the joint exercise of purchasing authority as a means of meeting competitive bidding requirements; and

WHEREAS, BuyBoard is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies throughout the United States; and

WHEREAS, the City wishes to make procurements through BuyBoard; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1205(b)(2) a municipality may participate in a cooperative purchasing agreement by adopting a resolution accepting the terms of the BuyBoard Master Cooperative Purchasing Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLATIN, TENNESSEE;

The City of Gallatin hereby adopts the terms of the BuyBoard Master Cooperative Purchasing Agreement for procurement through BuyBoard, pursuant to Tenn. Code Ann. § 12-3-1205(b)(2) and its procurement code.

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.

PRESENT AND VOTING

AYE:

NAY:

DATED:

ATTEST:

CONNIE KITRELL, CITY RECORDER

APPROVED AS TO FORM:

SUSAN HIGH-MCAULEY, CITY ATTORNEY

MAYOR PAIGE BROWN
NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to Md. Code Ann., State Fin. & Proc. § 13-110 (West 2009), and R.I.Gen.Laws § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. Adopt Organizational Interlocal Cooperation Agreement. The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.

2. Term. The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.

3. Termination.

(a) By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(Revised by the Cooperative Board of Trustees on March 10, 2016).
(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter “Vendor Fees”) may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

*(Revised by the Cooperative Board of Trustees on March 10, 2016).*
mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

### III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

(Revised by the Cooperative Board of Trustees on March 10, 2016).
6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
   a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
   b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
   c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
   d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
   (a) Neither party waives any immunity from liability afforded under law;
(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

(c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and

(d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative’s Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. Limitation of Rights. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. Merger/Entirety. This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. Notice. Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member’s Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member’s Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.

15. Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. Signatures/Counterparts. The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. Authority. By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.
IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: ___________________________ Date: ________________
   Director, Member & Leadership Services
   National School Boards Association
   On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:
[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: ___________________________ Date: ________________
   Signature of authorized representative of Cooperative Member

Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

Name

Title

Mailing Address

City

State Zip Code

Telephone

Fax

Email

(Revised by the Cooperative Board of Trustees on March 10, 2016).
NATIONAL PURCHASING COOPERATIVE
BYLAWS


The Cooperative was formed for the benefit of its members, which are eligible governmental entities in the United States of America. The Cooperative exists and operates under the OIA, these bylaws, and interlocal or intergovernmental agreements authorized by the Cooperative for its members ("Cooperative Members").

1. PURPOSE

1.1 The general purposes of the Cooperative are to obtain the benefits and efficiencies that can accrue to Cooperative Members by participating in a cooperative effort to (a) comply with the governmental procurement requirements applicable to the State of purchase; (b) identify qualified vendors of commodities, goods and services that will meet the needs of Cooperative Members; (c) relieve or ease the burden of the governmental purchasing function by promoting administrative efficiency and intergovernmental cooperation; and (d) realize the various potential economies of scale, including administrative and other cost savings, that can be achieved from volume purchasing on a national scale.

2. MEMBERSHIP

2.1 Membership in the Cooperative is open to any school district or other governmental entity, including a county, municipality, state agency or other entity which is authorized to be a party to an interlocal, intergovernmental, joint powers or similar agreement under applicable State laws and as may be determined by the Cooperative. Further, income to such entity must qualify for exemption under Section 115 of the Internal Revenue Code.

3. WITHDRAWAL FROM MEMBERSHIP

3.1 Any Cooperative Member may withdraw from the Cooperative in accordance with the terms of the membership agreement executed with the Cooperative. A Cooperative Member who withdraws from the Cooperative must still honor any and all pending contractual obligations with Cooperative vendors.

4. GOVERNANCE

4.1 The Cooperative shall be governed by a Board of Directors.

4.2 The Board shall govern and manage the Cooperative in accordance with the terms of the OIA, these bylaws, and agreements and policies adopted by the Board from time to time. The Board shall have the further functions, powers, and duties as provided by law.
4.3 All Cooperative Directors, though maintaining their official capacity as elected or appointed officials or employees of their respective governmental entities, shall act in the interest of all Cooperative Members with respect to Cooperative business.

5. BOARD QUALIFICATIONS AND COMPOSITION

5.1 The number of Directors shall be nine (9) individuals. The composition of the Board shall be as follows: (a) five (5) shall be elected or appointed officials or employees of Cooperative Members as selected by the Board; (b) one (1) shall be a school board member from a Cooperative Member school district as selected by the Board; (c) one (1) shall be an employee of a sponsoring state school boards association as selected by the Board; (d) one (1) shall be appointed by the Texas Association of School Boards; and (e) one (1) shall be appointed by the National School Boards Association ("NSBA") from its board. No Cooperative Member shall hold more than one seat on the Board. Any Director who no longer meets the qualifications set forth herein shall be deemed to have vacated the position on the Cooperative Board.

5.2 The Directors shall serve for staggered terms of three (3) years, with three terms expiring concurrently. A term shall commence on January 1 and end three years later on December 31. Each Director shall hold office until the Director’s term expires or until such Director's resignation or removal. No Director may serve more than three full terms on the Board.

6. VACANCY

6.1 Any vacancy on the Board, whether for a full or partial term, shall be filled consistent with the composition and qualification requirements provided in Section 5 above. For all purposes, including the determination of a quorum, each vacancy on the Board shall reduce full membership of the Board by one (1) until such time as the vacancy is filled; however, in no event shall the Board’s membership constitute fewer than three (3) individuals.

7. REMOVAL

7.1 Any Director who is absent from three (3) consecutively scheduled meetings or for cause may be subject to removal by a majority of the remaining Directors. Additionally, if a Director is unable or unwilling to serve, that Board seat may be declared vacant by a majority of the remaining Directors.

8. MEETINGS

8.1 The Chair shall call meetings of the Board as follows:

8.1.1 At least four (4) times annually for the regular transaction of business, of which one shall constitute the annual meeting to occur during the last quarter of the calendar year.
8.1.2 When any three Directors submit to the Chair a request in writing for a meeting. In such event, the Chair shall then call a meeting within 30 days of the latest of the three Directors’ requests.

8.1.3 At such other times that the Chair deems necessary or appropriate.

8.2 Directors shall have a minimum of 15 days written notice of any meeting of the Board. Notice may be fewer than 15 days if a majority of the entire Board affirmatively waives such time period, in writing or by vote or other action. A Director’s attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not properly called or convened.

8.3 A meeting of the Board may be conducted in person or by alternate means, such as teleconference, videoconference, the Internet, or any other means through which each meeting participant can communicate with all other meeting participants.

8.4 All meetings of the Board shall be conducted pursuant to the latest edition of Robert’s Rules of Order.

9. QUORUM AND VOTING

9.1 A majority of the Board, including those participating pursuant to Section 8.3 above, shall constitute a quorum. When a quorum exists, concurrence of a majority of those present and voting at any Board meeting shall be necessary for any official action taken by the Board, unless otherwise provided by these bylaws.

9.2 On any occasion when a meeting is called and a quorum is not present, the Chair may conduct valid business by polling the Directors who are present and then polling the absent Directors by telephone or other electronic means. Similarly, on any occasion when the Chair deems that a meeting is not feasible, the Directors may be polled by telephone or other electronic means. In any poll taken by telephone or other electronic means, the Directors who are polled shall confirm their action in writing, and such writing (whether in a single document or several) shall be made part of the minutes. A majority of the entire Board must concur for any action taken by poll.

9.3 A Directors, may participate in any Board meeting by proxy by submitting to the Board in writing a notice of Director substitution before the start of the meeting at which the proxy is to take effect.

10. OFFICERS

10.1 At its annual meeting during the last quarter of the calendar year, the Board shall elect the following Officers from among its members for a one-year term to commence on January 1 of the upcoming year: Chair, Vice Chair, and Secretary.
11. CHAIR

11.1 The Chair shall preside at all meetings of the Board, perform such other duties as provided in these bylaws, and have such other authority and powers as the Board may prescribe.

11.2 The Chair, on behalf of the Cooperative, shall have the authority to sign and execute all contracts and other instruments.

11.3 The Chair may delegate to a member of the Board any authority or power vested in the Chair by these Bylaws as necessary and appropriate to conduct the business of the Cooperative and as approved by the Board.

12. VICE CHAIR

12.1 In the absence of the Chair, or in the event of the Chair’s inability or refusal to act, the Vice Chair shall perform the duties of the Chair and when so acting shall have all the duties of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be assigned by the Chair.

13. SECRETARY

13.1 The Secretary, or his/her designee, shall keep the minutes of all meetings of the Board and shall attend to the giving and serving of all notices.

13.2 The Secretary, or his/her designee, shall have charge of the Cooperative's books, records, and such other books and papers as the Board may direct and shall have the authority to sign and execute contracts and other instruments as delegated by the Board or Chair. The Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

13.3 In the absence of the Secretary, the Chair may appoint any person, other than the Chair, to act as Secretary during such absence. In any meeting of the Board at which both the Chair and Vice Chair are absent, the Secretary shall initially preside over such meeting for the sole purpose of having the Directors appoint a presiding officer for the duration of the meeting.

14. COMMITTEES

14.1 The Chair may appoint committees of the Board as the Chair deems necessary to properly perform or more effectively carry out the mission and purposes of the Cooperative.

14.2 Unless the Board has authorized otherwise, all committees shall cease to exist when the term of the Chair expires.

15. EXPENSE REIMBURSEMENT

15.1 Directors shall serve without compensation. In accordance with Board policy, the Cooperative may reimburse reasonable expenses incurred by Directors in attending to the business of the Cooperative, including certain expenses which may be characterized as “compensation” for
federal tax purposes. However, under no circumstances may a Director simultaneously serve as an employee, consultant, or independent contractor of the Cooperative.

16. POWERS AND DUTIES

16.1 The Board, in addition to other powers and duties conferred or authorized by law, shall have the following powers and duties:

16.1.1 To enter into contracts as the Board deems necessary or appropriate, and to fix the time, manner and payment there for;

16.1.2 To set a budget and provide for the proper financial accounting and reporting of the activities of the Cooperative;

16.1.3 To require an audit at such times the Board deems appropriate;

16.1.4 To carry out all of the duties necessary for the proper operation and administration of the Cooperative on behalf of Cooperative Members and, to that end, have all powers necessary for the effective administration of the affairs of the Cooperative, including the delegation of powers;

16.1.5 To arrange for the investment of assets according to an approved investment policy. The Board shall appoint, by resolution, one or more investment officers, who may or may not be a member of the Board, to be responsible for the investment of Cooperative assets;

16.1.6 To require, at the Board’s discretion, the securing of a fidelity bond for those entities or persons charged with handling any of the monies or investments of the Cooperative;

16.1.7 To engage an administrator, attorney, accountant, or other professional or service provider that the Board deems necessary for the proper administration of the Cooperative;

16.1.8 To terminate the membership of any Cooperative Member in accordance with the Cooperative’s bylaws, agreements or policies;

16.1.9 To authorize the commencement, defense, or other appearance of the Cooperative in any litigation, claim, or dispute related to Cooperative matters, and to engage counsel and appropriate experts in respect of such litigation.

17. PRINCIPAL OFFICE

17.1 The principal office of the Cooperative is located at 1680 Duke Street, FL2, Alexandria, Virginia 22314, which is also its mailing address. The Cooperative also may have such other offices and places of operation as the Board may designate.
18. FISCAL YEAR

18.1 The fiscal year for the Cooperative shall begin on the first (1st) day of September and end on the 31st day of August of the succeeding year. Except where otherwise indicated, any reference to “annual” or “annually” in these bylaws shall mean the fiscal year of the Cooperative.

19. BOOKS AND RECORDS

19.1 The Cooperative shall keep books and records of account, minutes of the proceedings of the Board, and shall keep at its principal office a record of the names and addresses of the Cooperative Members.

20. MISCELLANEOUS PROVISIONS

20.1 Any notice required or permitted by these bylaws to be given to a Director, Cooperative Member, or other person, may be given in person or by U.S. mail, facsimile, e-mail or other mode of delivery typically used in commerce and accessible to the intended recipient. If mailed, a notice is deemed delivered when deposited in the U.S. mail addressed to the person at his or her address as it appears in the Cooperative’s records, with postage prepaid. If given by facsimile, a notice is deemed delivered when printed confirmation of receipt is obtained from the transmitting mechanism. If given by e-mail, a notice is deemed delivered at the moment it is sent. A person or entity may give notice of a change in address in writing to the Secretary.

20.2 If the conclusion of any time period provided for herein falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

20.3 These bylaws shall be construed under the laws of the State of Rhode Island. All references in these laws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

20.4 To the greatest extent possible, these bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to unregistered entities, such as the Cooperative.

20.5 If any bylaws provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

21. IMMUNITY

21.1 To the greatest extent authorized by law, no provision of these bylaws or any agreement or policy approved by the Board, shall be construed to waive the governmental immunity afforded to the Cooperative and any Cooperative Member under law. The Cooperative, its Board, agents and representatives, and Cooperative Members retain all governmental and official immunities conferred by law.
22. LIABILITY AND INDEMNIFICATION

22.1 The Cooperative is not formed as a trust; therefore, the members of the Board shall not be deemed to have the duties or liabilities of directors under the laws of any State regulating trusts.

22.2 The Cooperative will not hold members of the Board, its officers and agents or representatives liable for acts taken in good faith and reasonably within the Cooperative’s best interest.

22.3 The Cooperative shall indemnify, defend, and hold harmless (with or without insurance) all Directors and officers, to the fullest extent permitted by law, in any claim, litigation, or other proceeding and cover all reasonable expenses, including, but not limited to, attorney’s fees, costs, judgments, settlement payments and penalties. The Board may have the Cooperative indemnify, defend, and hold harmless its administrator, sponsor or any endorser, agent or representative it deems appropriate, to the extent permitted by law.

23. TERMINATION AND DISSOLUTION

23.1 Termination of the Cooperative shall only occur by action of a two-thirds majority of the entire Board. Notwithstanding anything contained herein to the contrary, upon dissolution of the Cooperative, assets will be first used to pay all debts and obligations of the Cooperative and any remaining funds shall be distributed to the Cooperative Members under a formula of distribution which shall be determined by the Board at the time of dissolution. The precise formula of distribution shall set forth the amount of distribution and the Cooperative Members eligible for such distribution.

24. AMENDMENTS TO BYLAWS

24.1 These bylaws may be amended by the affirmative vote of a majority of the entire Board. The Board must not take final action to adopt any amendment until at least 90 days have elapsed from the date the Board initially received notice of the material terms of such proposed amendment. The Board may waive this 90-day waiting period by unanimous consent.

Amended by the Board on 7/25/2018 to be Effective Immediately