

**AN ORDINANCE OF THE CITY OF GALLATIN, SUMNER COUNTY, TENNESSEE, AMENDING THE CODE OF ORDINANCES OF THE CITY OF GALLATIN, TENNESSEE CHAPTER 16 TRAFFIC AND VEHICLES, BY ADDING ARTICLE VIII, ESTABLISHING THE BIG STATION CAMP BOULEVARD TRANSPORTATION IMPROVEMENT DISTRICT; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, THE CITY OF GALLATIN, TENNESSEE, is a chartered Tennessee Municipality located in Sumner County, Tennessee, mailing address: Office of the Mayor of the City of Gallatin, 132 West Main Street, Gallatin, TN 37066 (the “City”); and

**WHEREAS**, Tennessee Code Annotated, Title 7, Chapter 32, Section 101 et. seq. authorizes municipalities to create special assessment districts by ordinance to fund public improvements, including transportation improvements, and

**WHEREAS**, Tennessee Code Annotated, Title 7, Chapter 32, Section 101 et. seq. authorizes qualified chartered municipalities to establish improvement or assessment districts to fund public transportation improvements which will benefit property owners within the designated corridors; and

**WHEREAS**, the City’s Charter, Article II, Section 1 (3) and (14) authorizes the City by ordinance to establish a special improvement district to “construct, improve, reconstruct and re-improve, by opening, extending, grading, curbing, guttering, paving, widening, grading, graveling, macadamizing, draining or otherwise any streets, highways, avenues, alleys, or other public places within the corporate limits and to assess a portion of the costs of such improvements upon the property abutting or adjacent to such streets, highways or alleys”; and

**WHEREAS**, the amendment to the Code of Ordinances is consistent with the recommendations of the *Gallatin on the Move 2020* General Development and Transportation Plan including goals and objectives that “*require infrastructure to be in place for growth*” and to “*encourage new employment centers by providing the infrastructure necessary to accommodate new industry, while also remaining flexible to future economic shifts and needs*”, and allow for “*retrofitting and operational improvements to the City’s corridors*”, and “*provide adequate levels of public services and infrastructure... to further the City’s economic development opportunities*”, and “*to prohibit development unless adequate infrastructure is in place or can be provided by the developer*”, and

**WHEREAS**, the City prepared the Big Station Camp Boulevard Traffic Study to identify transportation improvements needed to support future development along and in close proximity to the corridor; and

**WHEREAS**, the Big Station Camp Boulevard Traffic Study indicates specific improvements and associated costs for constructing the improvements needed to ensure that upon future build-out of development in the corridor, the roadway and intersections within the corridor will operate at Level of Service “D” or better; and

**WHEREAS**, the City intends to ensure that future traffic conditions on Big Station Camp Boulevard will operate within an acceptable level of service designated as Level of Service 'D' or better as identified in the *Gallatin on the Move 2020 Plan*; and

**WHEREAS**, the City has provided notice of adoption of this Ordinance and provided an opportunity for affected persons to present objections and protest of the establishment of an assessment district, and

**WHEREAS**, property owners affected by the proposed improvement district were notified of the City's intent to establish such district as described in Tennessee Code Annotated, Title 7, Chapter 32, Sections 101 and 104 - 106, and notice of the public hearing on the Ordinance was published in the Gallatin News on September 19, 2019 and September 26, 2019 and the public hearing was conducted on October 15, 2019; and

**WHEREAS**, the City has provided notice of adoption of this Ordinance and provided an opportunity for affected persons to present objections and protest of the establishment of an assessment district

**WHEREAS**, the City approved Resolution No. R1909-49 supporting the establishment of the Big Station Camp Boulevard Transportation Improvement District to fund transportation improvements in the Big Station Camp Boulevard corridor located in the City of Gallatin; and

**WHEREAS**, the creation of the Big Station Camp Boulevard Transportation Improvement District promotes the safety, health, morals and general economic welfare of the community and is consistent with the purposes of Tennessee Code Annotated, the City's Charter, and the *Gallatin on the Move 2020 Plan*; and

**WHEREAS**, the City anticipates entering into multiple so-rata share Agreements (the "Agreements") with property owner(s) seeking to comply with the City's Big Station Camp Boulevard Transportation Improvement District for transportation improvements to the Big Station Camp Boulevard corridor which, when implemented, will benefit property owners within the corridor and the citizens of the City; and

**WHEREAS**, the ordinance identifies specific transportation improvements and associated costs of the improvements and provides a process for implementing pro-rata share payments for funding improvements within the district, and.

**WHEREAS**, the City determined that the improvements to Big Station Camp Boulevard will benefit property owners subject to these agreements and the citizens of the city; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALLATIN, TENNESSEE**, that the City of Gallatin hereby amends Chapter 16, Gallatin Municipal Code by establishing Chapter 16, Article VIII, the "Big Station Camp Boulevard Transportation Improvement District", as authorized by Tennessee Code Annotated, Section 7-32-101 (b), as attached hereto as Exhibits 'A', 'B', 'C' and 'D'.

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

PASSED FIRST READING: October 1, 2019.

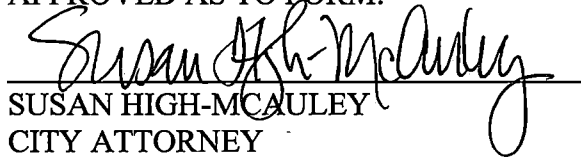
PASSED SECOND READING: April 21, 2020.

  
MAYOR PAIGE BROWN

ATTEST:

  
CONNIE KITTRELL  
CITY RECORDER

APPROVED AS TO FORM:

  
SUSAN HIGH-MCAULEY  
CITY ATTORNEY

**EXHIBIT 'A' of Ordinance No. O1909-46**

**CHAPTER 16**

**ARTICLE VIII**

**Big Station Camp Boulevard Transportation Improvement District**

**Section 16-220 Definitions:**

*Annexed Properties* - means properties not within the boundaries of the City or the planning region at the time of enactment of this Ordinance. All annexed properties within one-half mile of the corridor shall also be subject to the terms of this Ordinance.

*Assessed Value Basis* - means in the case of this Ordinance the cost associated with one p.m. peak hour trip on the corridor. The total assessed value is equal to \$2,108 (FY2015\$) divided by the number of p.m. peak hour trips.

*Agreement(s)* - means a formal instrument whereby the beneficiary of the roadway corridor improvements consents to and participates in a pro-rata share of the cost of roadway corridor improvements.

*Collegiate* – means facilities and activities pertaining to Welch College campus including a chapel contained within the college campus.

*Corridor* - means the properties within the Big Station Camp Boulevard Transportation Improvement District identified in the Big Station Camp Transportation Study as indicated on the map in Exhibit 'B'.

*De Minimus Development* - consists of new construction or additions to existing development that generates less than five (5) p.m. peak hour trips. De minimus development shall be exempt from having to submit an Agreement and from providing a pro-rata share contribution or assessment. Single family homes permitted within a subdivision platted prior to November 1, 2019 shall be considered as a de minimus development.

*Engineering Division* - shall mean the City of Gallatin *Engineering Division*.

*Exempt Properties* – shall consist of existing development in the *Corridor* and additions to publicly maintained facilities such as government buildings and public schools and specific improvements used for collegiate purposes related to the expansion of the Welch College campus.

*Fair Basis* - means assessed value or benefits received basis

*Improvements* - shall include:

sidewalks, handicapped accessible ramps, curbs and gutters, drainage improvements and infrastructure, additional paved lanes including grading, sub-base and base materials, paving and coating, striping and pavement markings, signs and signal installation, sod and landscaping,

engineering and surveying, environmental mitigation and monitoring, and plan preparation and inspection or as otherwise described by Sections 7-32-101, 7-32-115(b)(2), 7-32-119 and 7-32-120, Tenn. Code Annotated.

*Level of Service* - means a standard measure of the operating characteristics of the roadway whereby the ratio of the roadway capacity is gauged by the capacity consumed by the volume of traffic on a roadway facility as determined by the Highway Capacity Manual.

*National Highway Construction Cost Index (NHCCI) 2.0* – shall be the index maintained by the Federal Highway Administration that identifies a base construction cost for transportation improvements and identifies the increases or changes in construction costs over a period of time based on inflation rates specifically related to transportation improvements as opposed to general inflationary costs. The index base year is March, 2003 (=1.000) and the index shall be adjusted according to any updates issued and published quarterly at [www.fhwa.dot.gov](http://www.fhwa.dot.gov).

*P.M. Peak Hour Trips* - basis includes the total number of primary trips, less calculated pass-by trips, generated by new development as determined by individual Transportation Impact Studies (TIS) using the latest of edition of the Institute of Transportation Engineers Trip Generation Manual, herein equal to a fee of \$2,108 (FY 2015) per p.m. peak hour trip.

*Project Trips (trips)* - includes the total number of projected trips upon development of currently vacant parcels within the *Corridor* area which consists of 6,159 *P.M. Peak Hour Trips*.

*Property Owners/ Developers* – shall mean the fee-simple owner or owners of properties or the developer of properties subject to assessment in the *Corridor*.

*Public Facilities* - for the purpose of this Ordinance, includes roads, streets, sidewalks, utility relocations, and drainage improvements and related improvements.

*Surety* – is a financial instrument, also known as a performance surety, described in Chapter 3, Section 3-101 of the Gallatin Subdivision Regulations, which also for purposes of this Ordinance pertains to public improvements not contained within a subdivision but conditioned on approval of a subdivision, site plan or final master development plan.

*Transportation Impact Study (TIS)* - is a report indicating total trip generation, using Institute of Traffic Engineers Trip Generation Manual, trip distribution and trip assignment of non-*de minimus* projects in the *Corridor* as approved by the *Engineering Division*.

## **Section 16-221. Applicability and Facility Improvements**

Big Station Camp Boulevard Transportation Improvement District applies to specifically identified properties in the *Corridor*, except for *Exempt Properties*, and include includes seventeen (17) specific transportation infrastructure *Improvements* within the *Corridor* identified in Exhibits ‘B’ and ‘C’, respectively. The total projected costs of the *Improvements* is \$12,982,000 (FY2015\$), and applying the inflationary index of the NHCCI -2.0 (March 2015 = 1.7198)

**Section 16-222. Apportionments Agreement**

(a) Upon the submittal of a development permit application for the development of properties within the *Corridor*, including any Site Plan, Final Master Development Plan and/or Final Plat, or for any development which is expected to generate any number of *Project Trips* which does not qualify as a *De Minimus Development*, the property owner/developer shall also submit a *TIS* consistent with Article 13, Section 13.06, Gallatin Zoning Ordinance, and to enter into an *Agreement* with the City to pay a pro-rata share of assessments for *Corridor Improvements* as identified in Exhibit 'C' necessary to maintain acceptable *Level of Service* of 'D'. The *Agreement* shall generally take a form as described in Exhibit 'D' and any administrative process developed to implement this Ordinance.

(b) A projected total of 6,159 *P.M. Peak Hour Trips* is expected to be generated by new development within the *Corridor* and in the immediate area, including 5,357 *P.M. Peak Hour Trips* and an additional 802 *p.m. peak hour trips background trips*.

(c) As a condition of approval of any Site Plan, Final Master Development Plan and/or Final Plat within the *Corridor* determined not to qualify as a *De Minimus Development*, the *Property Owner/Developer* shall enter into an *Agreement* with the City to pay a fee of \$2,108 (FY2015\$) indexed to the year and quarter of contribution based on the NHCCI - 2.0 for each primary *P.M. Peak Hour Trip* generated by such development and assigned to impact or utilize the corridor based on the *TIS* submitted by the *Property Owner/Developer* and approved by the Engineering Division.

(d) The City shall be responsible for payment or assessments of background *trips* assigned to the *Corridor* (a minimum of 13% of the trips or \$1,687,660)(FY2015\$, March NHCCI -2.0) and *Property Owners/Developers* in the *Corridor* shall be responsible for payment or assessments of newly generated *trips* as determined from each approved *TIS* submitted for new development projects in the *Corridor* (87% or \$11,294,340) (FY2015\$, March NHCCI -2.0) and as provided for cost adjustment indexed to the year of contribution based on the NHCCI - 2.0.

The value of right-of-way shall also be included in the assessment. The value of right-of-way shall be determined by a professional appraiser certified in the State of Tennessee as provided for in Section 16-223 below. No single assessment shall exceed one-half (1/2) of the cash value (fair market sales price) of the lot and *Improvements* on the lot, pursuant to Tennessee Code Annotated § 7-32-116.

(e) Once the *Agreement* is approved and recorded, all pro-rata share assessments shall be due to the City as described in Tennessee Code Annotated § 7-32-133 (b). However, the *Property Owner/Developer* shall, in order to secure future payment of its pro-rata share assessment, have the ability to procure sufficient *surety* at the time of final development approval by the City. In such event, the *Property Owner/Developer* shall be permitted to pay a portion of its pro-rata share assessments with the issuance of individual building permits for development consisting of one or more phases or as provided for in the *Agreement*. The amount of the *surety* shall be reduced by the amount paid by the *Property Owners/Developer* with each building permit. However, the *City* may be paid in full (per Tennessee Code Annotated, § 7-32-136) upon approval of a building permit or upon the issuance of individual building permits for development consisting of one or more phases or as provided for in the *Agreement*.

Any default of the terms of payment described in the *Agreement* shall obligate the *Property Owner/Developer* to provide payment in accordance with Tennessee Code Annotated § 7-32-137.

#### **Section 16-223. Credits**

Credits for the value of additional right-of-way needed to construct the *Improvements* and/or the value of *Improvements* constructed or installed by the *Property Owner/Developer* within the *Corridor* consistent with the approved plans shall be equal to a trip reduction and reduced payment based on the value of such right-of-way donated or infrastructure *Improvements* provided except in cases where such right-of-way is necessary to comply with the minimum right-of-way width required for the roadway as identified in Exhibit 4-16B of the Gallatin on the Move 2020 Plan. In such cases, right-of-way shall be dedicated as part of the platting of any property or deeded as a condition of approval of any site plan, master development plan or final plat.

For purposes of determining the value of additional right-of-way necessary to accommodate the *Improvements*, the value shall be determined as described in Section 16-222 (d) above.

#### **Section 16-224. Recording and Referencing the Facility Improvements List**

The City hereby records the pro-rata share master list describing the specific transportation facility *Improvements* attached hereto in Exhibit 'C'. Any future reference to the official records book and page for this Ordinance and exhibits or any portion thereof shall serve to incorporate by reference, and, for all purposes shall be equivalent to setting forth as an in extension of such instrument.

#### **Section 16-225. Objections and Protests of Assessments**

An affected owner may appear before the City Council to protest making of such *Improvements* or amendments to the ordinance requiring additional assessments for additional *Improvements* as described in Tennessee Code Annotated, § 7-32-106.

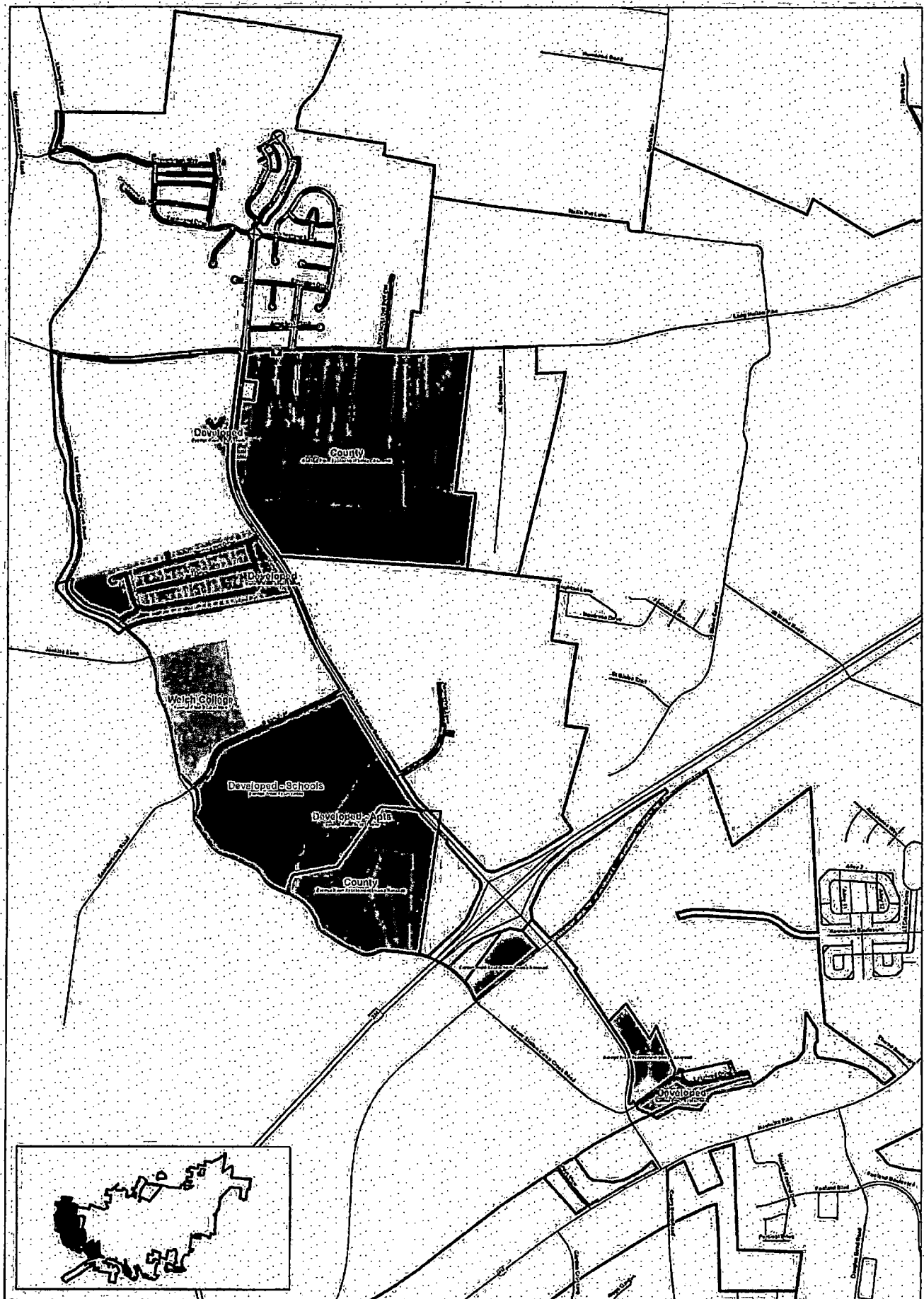
At the time of consideration of this ordinance or consideration of an *agreement* required by this ordinance, any affected *Property Owner/Developer* may petition the City Council objecting to the application of the assessment identified in the *Agreement* as provided by Tennessee Code Annotated, §7-32-123.

#### **Section 16-226. Appeals of Assessment Amount**

Any affected *Property Owner/Developer* may appeal the amount of an assessment identified in individual *Agreements*, including the amount of applicable credits for construction of *improvements*, as described in Tennessee Code Annotated, §7-32-126. For purposes of this Section actual assessments shall not be levied until consideration of individual pro-rata *Agreements* by the City Council.

**EXHIBIT 'B' of Ordinance No. O1909-46  
Map of Properties within the  
Big Station Camp Boulevard Transportation Improvement District**





**Exhibit 'B'**  
**Big Station Camp Boulevard Corridor**

- Railroads
- Transportation Improvement District
- Garfield City Limits
- Parcels
- Developed
- Existing

**EXHIBIT 'C' of Ordinance No. O1909-46**

**Recommended Intersection and Roadway Improvements by Design Year for the Big  
Station Camp Boulevard Transportation Improvement District**

Improvements to provide for public safety and to accommodate future traffic for Big Station Camp Boulevard between Nashville Pike to Long Hollow Pike described in Tables 4A, 4B and 4C and recommended Intersection Improvement Illustrations

**TABLE 4A**  
**Recommended Intersection Improvements**  
**Design Year (2020)**

No.	Intersection	Recommended Improvement	Level-of-Service (Avg Delay/sec)				Estimated Cost for Improvement	Comment
			w/ out improvement		w/ improvement			
			AM Peak	PM Peak	AM Peak	PM Peak		
1	SR 385 Northbound Ramps @ Big Station Camp Blvd	Install Traffic Signal	F (92 sec)	F (280 sec)	C (22 sec)	C (34 sec)	\$150,000	Install traffic signal with protected / permitted left turn phase for southbound left turn movement. No proposed geometric improvements needed at this time.
2	Bison Trail @ Big Station Camp Blvd	Install Traffic Signal	F (484 sec)	F (351 sec)	C (20 sec)	B (18 sec)	\$200,000	Install traffic signal with protected / permitted left turn phases for all left turn movements. No proposed geometric improvements needed at this time.
3	Long Hollow Pike @ Big Station Camp Blvd	Install Traffic Signal; install northbound left turn lane with 300 ft storage	C (17 sec)	F (105 sec)	C (24 sec)	C (22 sec)	\$587,000	Install traffic signal with protected / permitted left turn phases for northbound and westbound left turn movements. Recommend installing northbound left turn lane and reassigning northbound approach from shared Left/Thru, Right to Left, Thru & Right.
Estimated Total Cost of Improvements for 2020							\$937,000	

\*Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, or over inflation between the time this opinion of cost was prepared and the time this project is awarded for construction, Neal-Schaffer, Inc. cannot and does not guarantee that proposals, bids or actual construction costs will not vary from our opinion or estimate of construction costs. This cost estimate is intended for the use of the client only as an order of magnitude planning tool. Estimate not indexed for inflation.

**TABLE 4B**  
**Recommended Intersection Improvements**  
**Design Year (2025)**

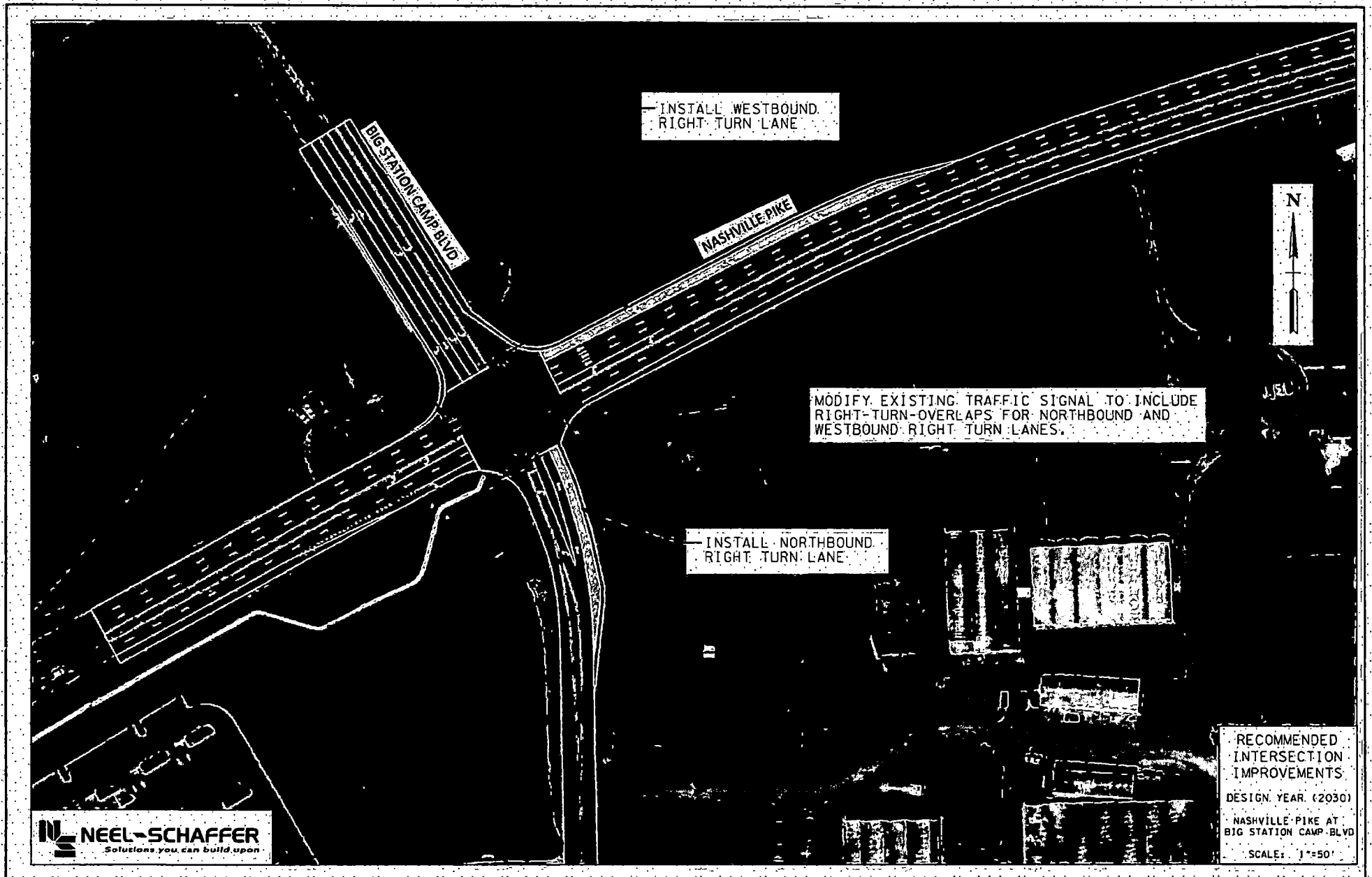
No.	Intersection	Recommended Improvement	Level-of-Service (Avg Delay/sec)				Estimated Cost for Improvement	Comment
			w/ out improvement		w/ improvement			
			AM Peak	PM Peak	AM Peak	PM Peak		
1	Kennesaw Blvd Ext @ Big Station Camp Blvd	Install Traffic Signal	E (40 sec)	F (60 sec)	B (14 sec)	B (19 sec)	\$200,000	Install traffic signal with protected / permitted left turn phase for southbound left turn. Modeled intersection includes southbound and westbound left turn lanes and a northbound right turn lane, all with 175 ft storage. Potential candidate for roundabout, instead of traffic signal.
2	SR 388 Northbound Ramps @ Big Station Camp Blvd	Install eastbound left turn lane on off ramp with 350 ft storage. Install northbound right turn lane with 300 ft storage.	F (97 sec)	F (303 sec)	E (64 sec)	F (129 sec)	\$313,000	No proposed modifications to traffic signal installed in 2020. Additional geometric improvements cannot be made until bridge over S.R. 388 is rebuilt to accommodate dual northbound left turn lanes on S.R. 388.
3	SR 388 Southbound Ramps @ Big Station Camp Blvd	Install Traffic Signal and westbound left turn lane for off ramp with 350 ft storage. Install southbound right turn lane with 300 ft storage.	F (1804 sec)	F (1637 sec)	D (44 sec)	E (73 sec)	\$607,000	Install traffic signal with protected / permitted left turn phase for northbound left turn movement.
4	Wellington Farms / Beldon Reserve @ Big Station Camp Blvd	Install Traffic Signal. Install northbound right turn lane with 200 ft storage. Widen southbound approach to three lanes approximately 600 ft to the north to match existing three lane section in front of Station Camp Middle School. Strip a 200 ft southbound left turn lane with the remaining storage striped as a two way left turn lane.	F (1922 sec)	F (1421 sec)	E (66 sec)	F (82 sec)	\$605,000	Install traffic signal with protected / permitted left turn phases for all left turn movements. Modeled intersection includes southbound and westbound left turn lanes and a northbound right turn lane, all with 200 ft storage. Reshape eastbound approach to a left turn lane with 150 ft of storage and a shared Thru / Right lane (existing eastbound approach approximately 24 ft wide).
5	Bison Trail @ Big Station Camp Blvd	Install dual northbound left turn lane with 300 ft of storage. Will require widening Bison Trail to allow for second receiving lane for dual left. Additional lane should at least extend to school driveway. Install eastbound right turn lane with 250 ft of storage.	F (89 sec)	E (55 sec)	D (54 sec)	D (49 sec)	\$749,000	Due to the high cost of this improvement and marginal improvement in delay, city staff should consider need for implementing this enhancement at this horizon year. Modify traffic signal.
6	Long Hollow Pike @ Big Station Camp Blvd (If not implemented in 2020 scenario)	Install Traffic Signal. Install northbound left turn lane with 300 ft storage.	F (2809 sec)	F (3958 sec)	D (42 sec)	C (29 sec)	\$527,000	Install traffic signal with protected / permitted left turn phase for northbound and westbound left turn movements. Reshape and widening northbound left turn lane and widening northbound approach from shared Left/Thru, Right to Left, Thru & Right.
Estimated Total Cost of Improvements for 2025:							\$2,474,000	
(If Long Hollow Pike @ Big Station Camp Blvd is not implemented in 2020 scenario):							\$3,061,000	

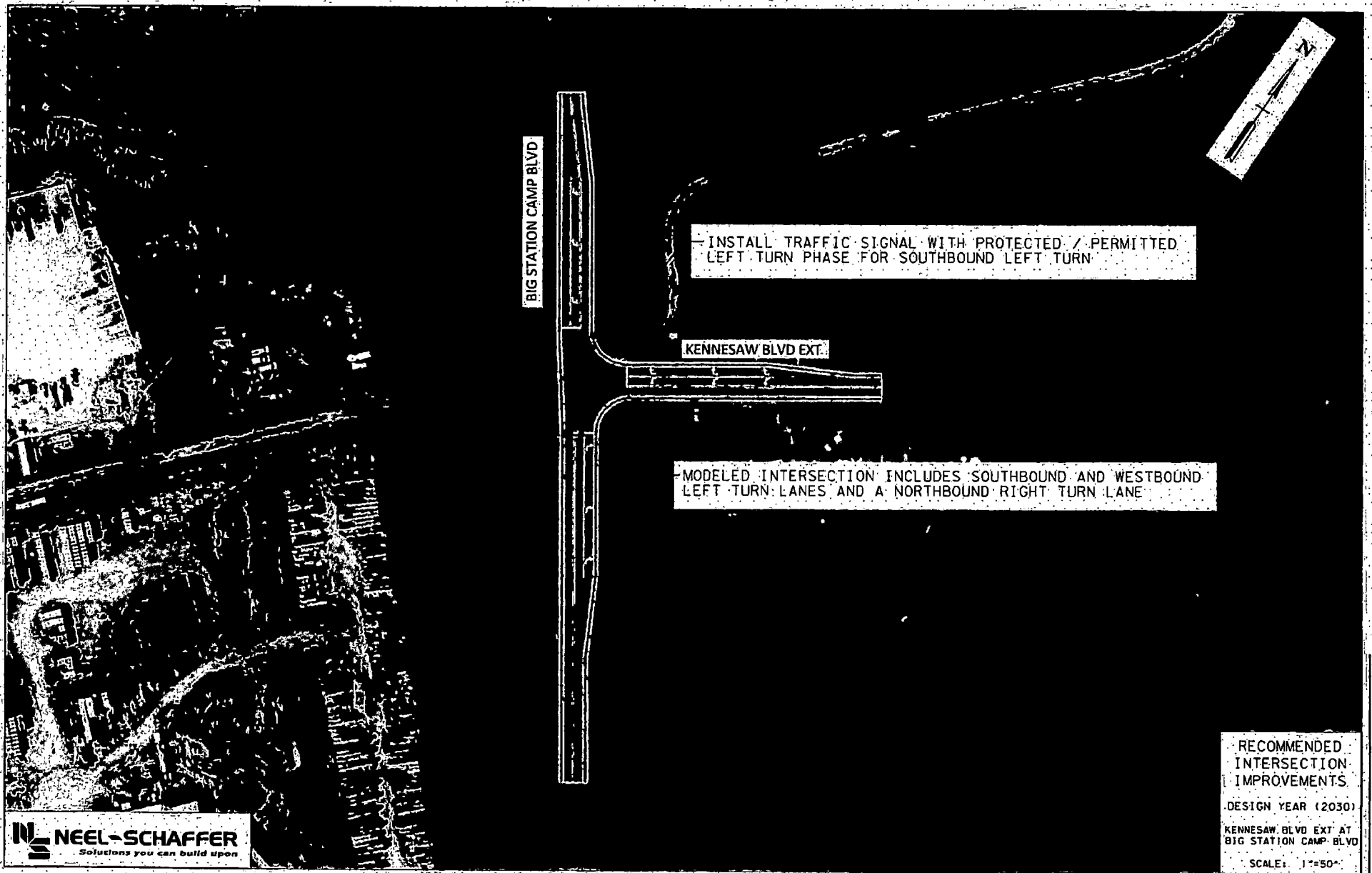
\*Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, or over inflation between the time this option of cost was prepared and the time the project is awarded for construction, Wheel-Schutte, Inc. cannot and does not guarantee that proposals, bids or actual construction costs will not vary from our opinion or estimate of construction costs. This cost estimate is intended for the use of the client only as an order of magnitude planning tool. Estimate not indexed for inflation.

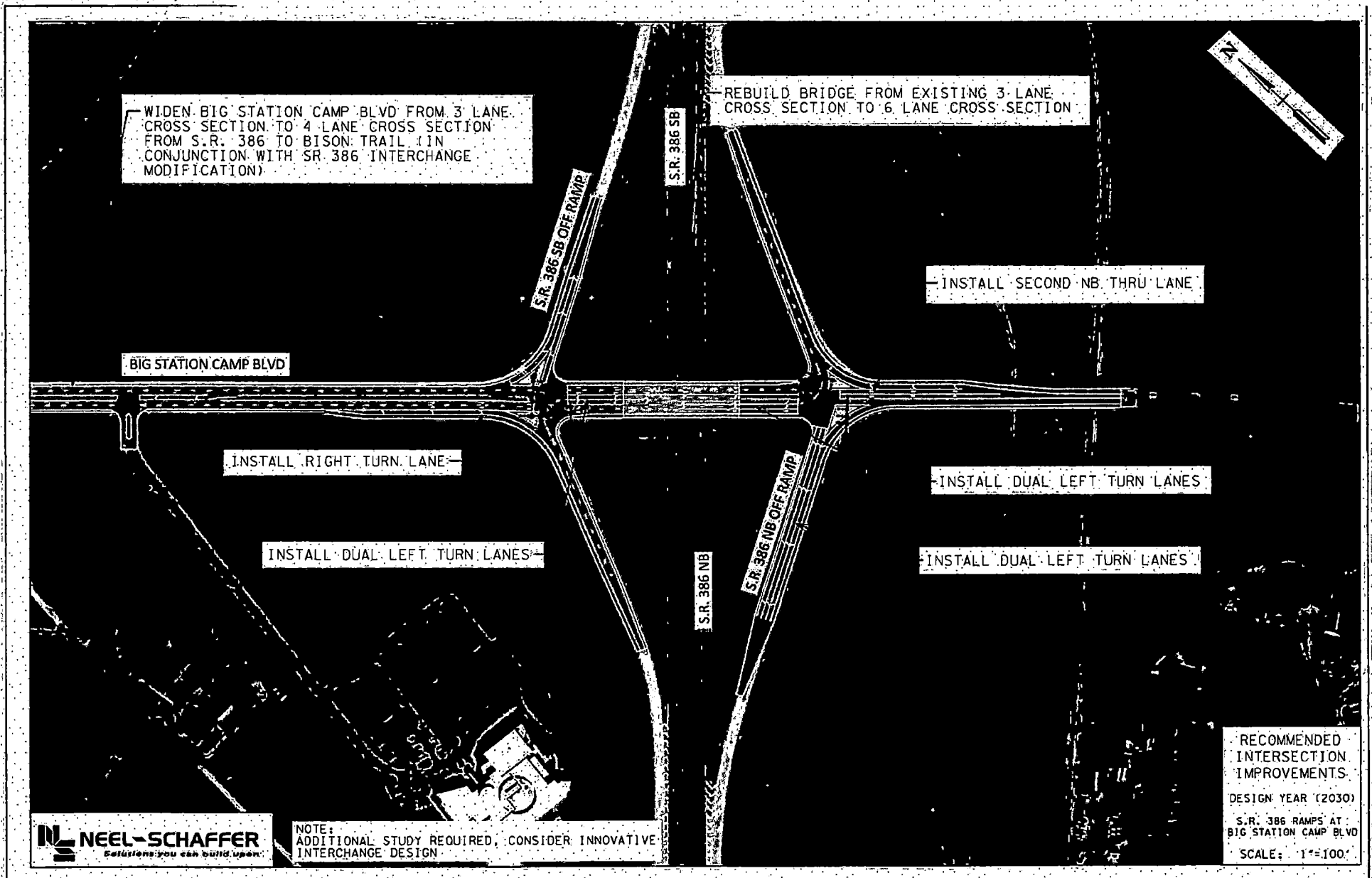
**TABLE 4C  
Recommended Intersection Improvements  
Design Year (2030)**

No.	Intersection	Recommended Improvement	Level of Service (Avg Delay sec)				Estimated Cost for Improvement	Comment
			w/ out improvement		w/ improvement			
			AM Peak	PM Peak	AM Peak	PM Peak		
1	Big Station Camp Blvd: (S.R. 388) NB Ramps to Bison Trail	Widen Big Station Camp Blvd from 3 lane cross section to 5 lane cross section from S.R. 388 to Bison Trail (in conjunction with SR 388 interchange modification)	F	F	C	C	\$3,914,000	Additional study required, reported LOS dictated by forecasted LOS of signalized intersections within corridor section.
2	Big Station Camp Blvd Interchange at S.R. 388	Rebuild Big Station Camp Blvd bridge over S.R. 388 from existing 3 lane cross section to 5 lane cross section with dual left turn lanes provided for both on ramps	F	F	C	C	\$4,610,000	Additional study required, consider innovative interchange design (IDI, SPUI). Additional study required, reported LOS dictated by forecasted LOS of signalized intersections within corridor section.
3	Nashville Pike @ Big Station Camp Blvd	Install northbound right turn lane with 200 ft storage and westbound right turn lane with 500 ft storage.	F (87 sec)	F (108 sec)	D (47 sec)	D (52 sec)	\$548,000	Modify existing traffic signal to include right-turn overlays for northbound and westbound right turn lanes.
4	SR 388 Northbound Ramps @ Big Station Camp Blvd	Install dual eastbound left turn lanes on off ramp with 500 ft storage. Install dual southbound left turn lanes with 400 ft storage. Install second thru lane for northbound approach with 450 ft storage (not to extend past existing railroad bridge).	F (111 sec)	F (217 sec)	C (28 sec)	D (60 sec)	*	Recommended improvements will require interchange modification, improvements included in interchange recommendations.
5	SR 388 Southbound Ramps @ Big Station Camp Blvd	Install dual northbound left turn lanes with 300 ft storage.	F (99 sec)	F (158 sec)	C (28 sec)	D (51 sec)	*	Recommended improvements will require interchange modification, improvements included in interchange recommendations.
6	Wellington Farms / Biden Reserve @ Big Station Camp Blvd	Modify signal heads / poles for widened 5 lane section	F (129 sec)	F (198 sec)	C (34 sec)	D (41 sec)	\$25,000	No additional turn lanes or storage recommended.
7	Bison Trail @ Big Station Camp Blvd	Modify signal heads / poles for widened 5 lane section on northbound approach only.	F (87 sec)	F (107 sec)	F (81 sec)	E (71 sec)	\$50,000	Added northbound lane will turn into a right turn only lane at this intersection (lane drop).
8	Jenkins Ln Ext @ Big Station Camp Blvd	Install Traffic Signal	F (769 sec)	F (780 sec)	D (43 sec)	C (24 sec)	\$200,000	Install traffic signal with protected / permitted left turn phase for northbound movement only. Modified intersection requires northbound and southbound right turn lanes with 175 ft storage and left turn lanes for all approaches with 175 ft storage.
9	Long Hollow Pike @ Big Station Camp Blvd	Extend northbound left turn lane storage to 500 ft, and extend eastbound right turn lane storage to 300 ft.	D (48 sec)	D (49 sec)	D (48 sec)	D (49 sec)	\$228,000	Does not alter LOS result but improves operational efficiency. If there are plans in the future to widen Long Hollow Pike, consider allowing dual northbound lefts by either changing the lane assignments (and signal phasing) or adding an additional northbound left turn lane. May be completed as part of earlier project.
Estimated Total Cost of Improvements for 2030:							\$9,571,000	

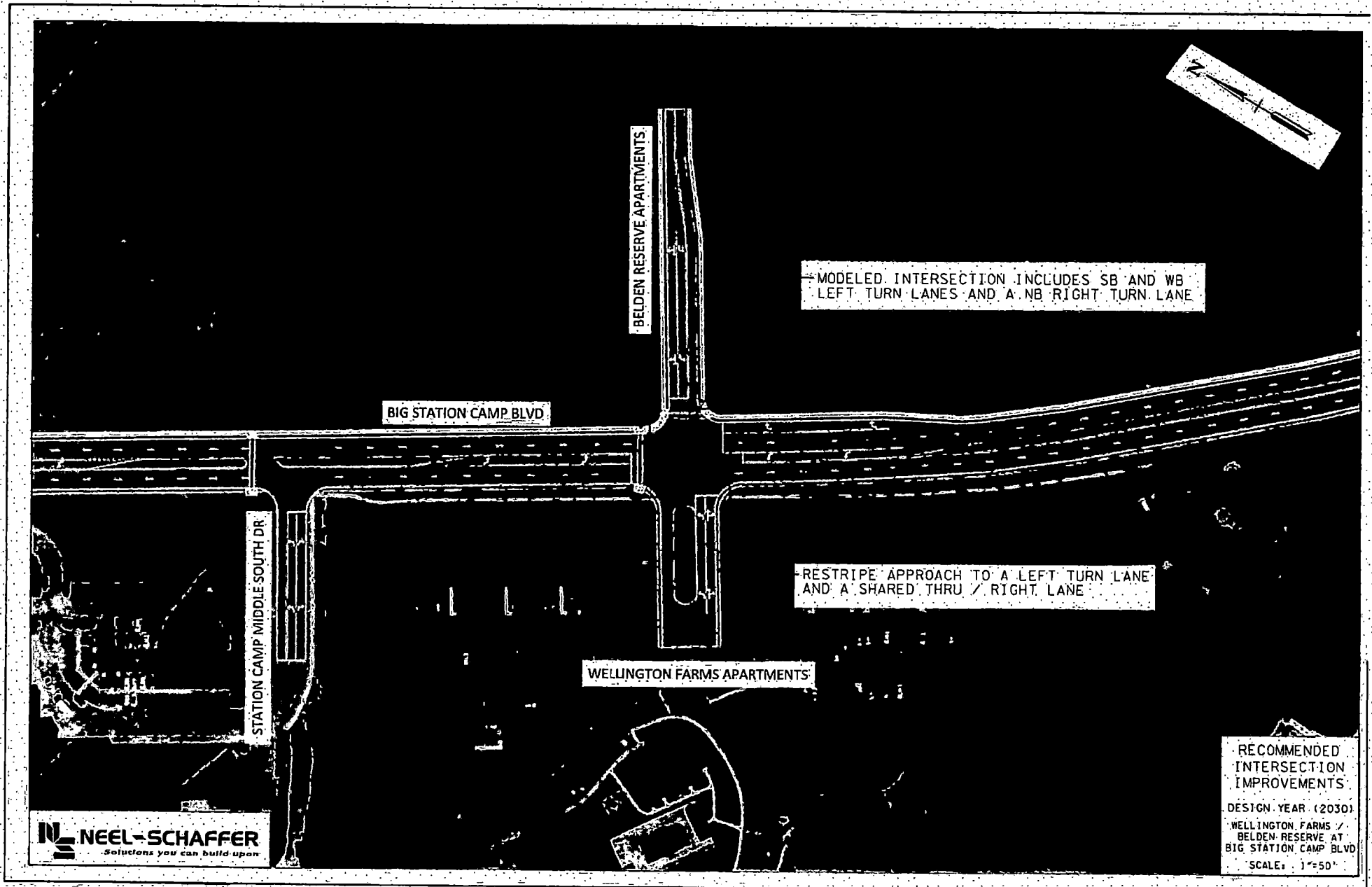
\*Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, we use the contractor's methods of determining prices, or use competitive bidding or market conditions, or other information relevant to the time this portion of cost was prepared and the time the project is awarded for construction. Nibel-Schaefer, Inc. cannot and does not guarantee that projected, bid or actual construction costs will not vary from our opinion or estimate of construction costs. This cost estimate is intended for the use of the client only as an order of magnitude planning tool. Estimates not intended for inclusion.

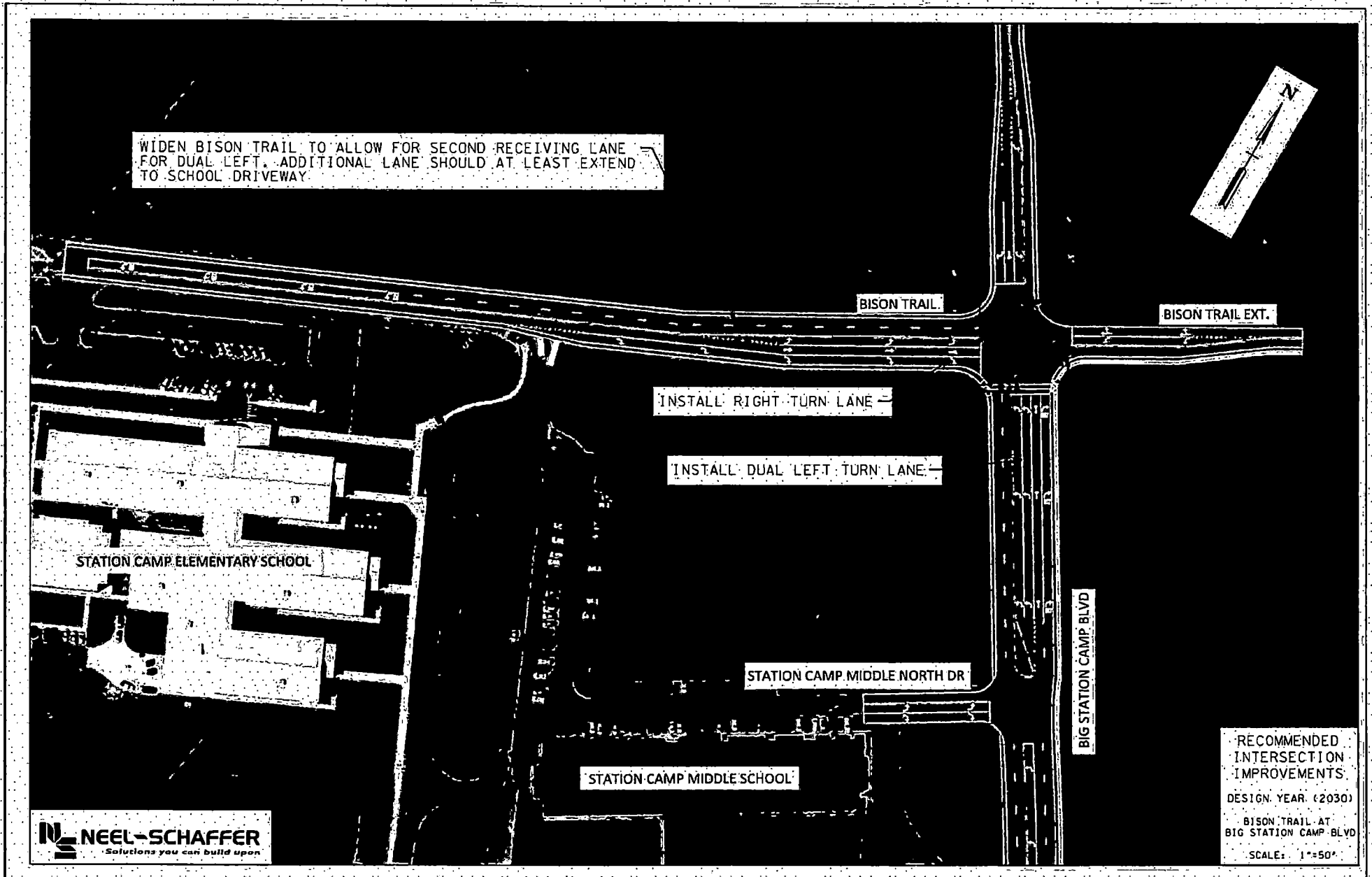


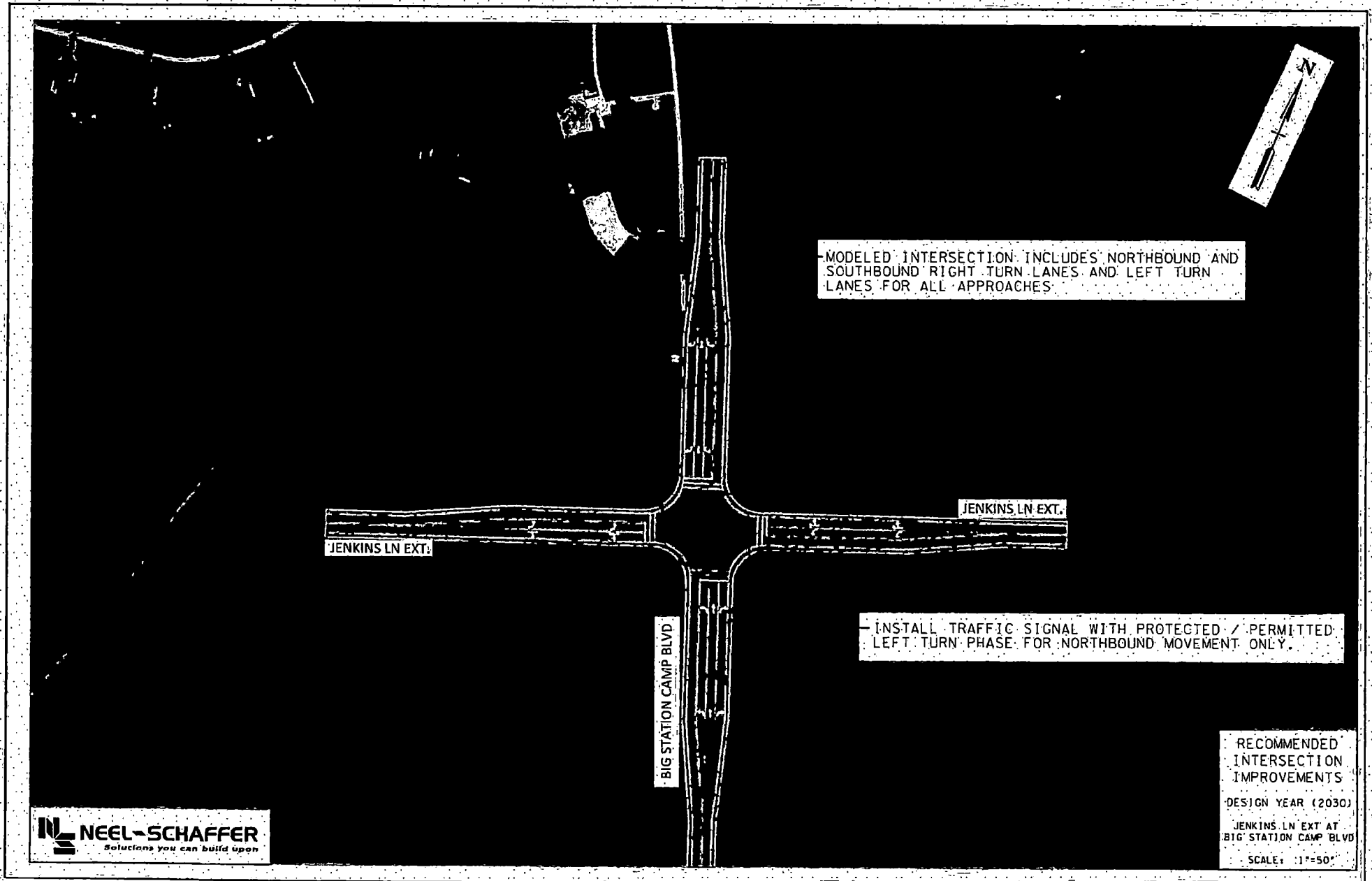


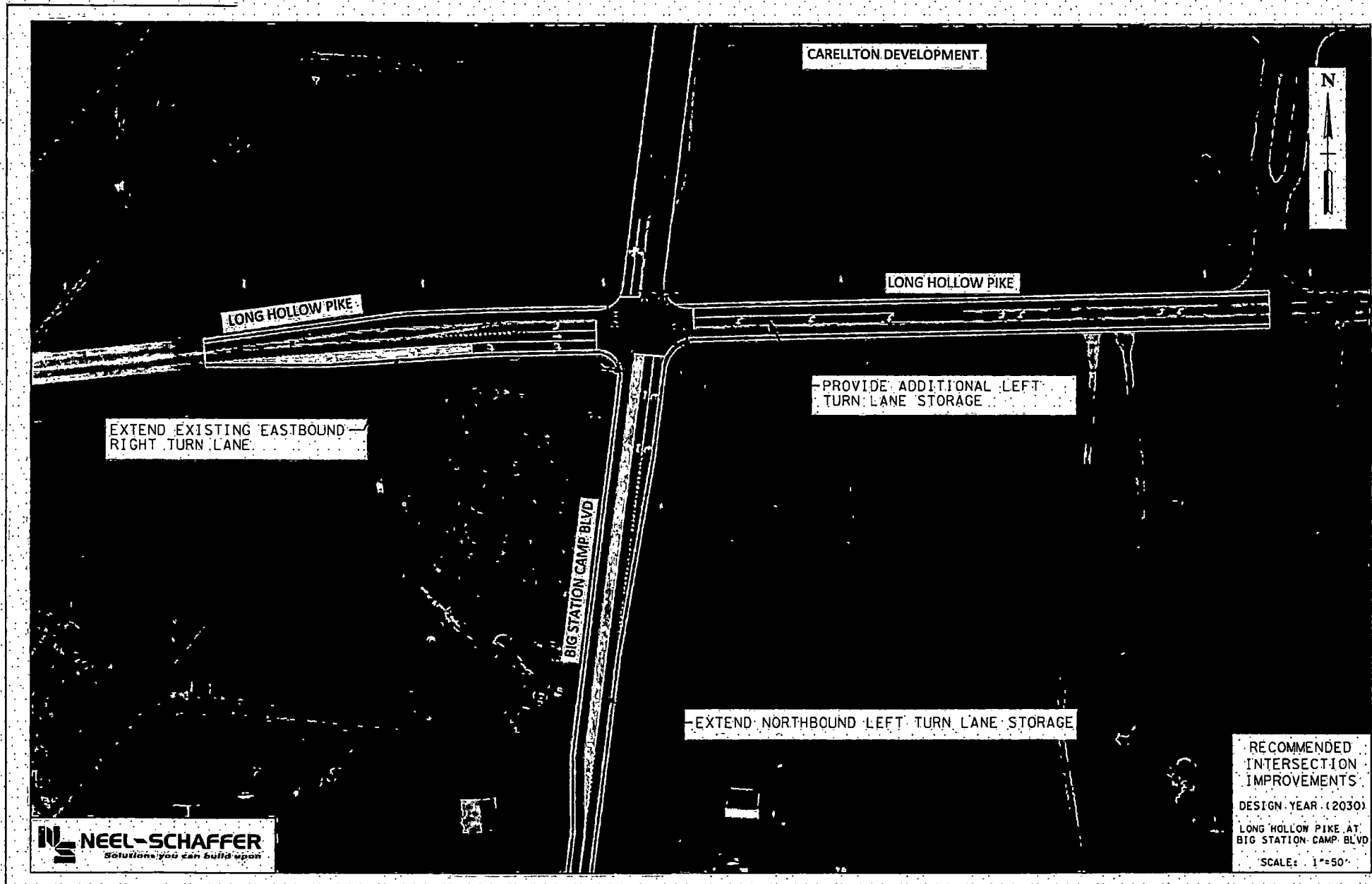












**EXHIBIT 'D' of Ordinance No. O1909-46**

**Sample Pro-Rata Share Agreement for the Big Station Camp Boulevard  
Transportation Facility Improvements**

**BIG STATION CAMP BOULEVARD CORRIDOR TRANSPORTATION  
IMPROVEMENTS PRO-RATA SHARE AGREEMENT**

This Big Station Camp Boulevard Corridor Transportation Improvements Pro-Rata Share Agreement (this "Agreement") made and entered this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF GALLATIN, TENNESSEE, a chartered Tennessee municipality located in Sumner County, Tennessee, whose mailing address is 132 West Main Street, Gallatin, Tennessee 37066 (the "City"); and \_\_\_\_\_, with its principal office located at \_\_\_\_\_ ("Property Owner/Developer"). The City and the Property Owner/Developer shall hereinafter be collectively referred to as the "Parties".

**RECITALS**

**WHEREAS**, The City Council of the City of Gallatin determines that the City and the citizens of the City receive a public benefit of improved transportation services from entering into this Agreement, and

**WHEREAS**, the City held a public hearing related to the proposed agreement and assessment and notified the property owners affected by the proposed assessment as described in Tennessee Code Annotated, Title 7, Chapter 32, Sections 101 and 104 – 106; and

**WHEREAS**, the owners of property subject to this Agreement received written notice of the levy of assessment as described in the Agreement by certified mail as required by Tennessee Code Annotated, Title 7, Chapter 32, Section 115 (b)(6), and

**WHEREAS**, attached to this Agreement are exhibits describing in greater detail the Parties hereto, real property, traffic impact study and transportation improvements list which are referenced throughout this Agreement. The Parties agree that all attached exhibits have been reviewed and previously approved by the Parties; and

**WHEREAS**, the Parties agree that all attached exhibits have been reviewed and previously approved by the Parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is incorporated herein by reference; and

**WHEREAS**, the Property Owner/Developer desires to permit, to site plan, to develop, and/or to plat the real property known as \_\_\_\_\_ (the "Development") consistent with the Development Data on the attached Exhibit '1' and is the owner of the real property legally described in said Exhibit; and in addition to other requirements, is seeking to comply with the City's requirement to make certain transportation improvements as a condition of zoning and preliminary master plan on the Development approved by the Gallatin City Council and the and final master development plan/final plat/site plan approval by the Gallatin Municipal-Regional Planning

Commission on the Development, respectively, for Big Station Camp Boulevard Transportation Facility Improvements as authorized under Chapter 16, Article VIII , Gallatin Code of Ordinances; and

**WHEREAS**, the Property Owner/Developer is joined by the City who desires to preserve and create capacity to permit construction of the proposed “transportation corridor improvements” including to site plan/develop and to plat the Development consistent with the Development Data on the attached Exhibit "1" and is the owner of real property legally described in said Exhibit ‘A’ and is seeking to comply with the City's zoning regulations, and

**WHEREAS**, the transportation corridor improvement projects ("Recommended Intersection and Roadway by Design Year for the Big Station Camp Boulevard Transportation Improvement District" Development Pro-Rata Share Improvements or "Transportation Corridor Improvements") described in Exhibit ‘C’ of Ordinance No. O1909-46 include the estimated costs for the completed improvements (FY2015\$) and cumulative assessment value basis for a project impact on the public transportation facilities, required for the Property Owner/Developer to meet minimum requirements for transportation facilities operation in the Big Station Camp Boulevard Corridor to support the proposed Development are identified in Exhibit 3”; and

**WHEREAS**, the Parties acknowledge and agree that the proposed Development creates additional transportation impacts to the Big Station Camp Boulevard corridor that may be addressed by the development of improvements within and in proximity to the Development and as set forth in the City of Gallatin on the Move 2020 Plan and on the approved zoning with preliminary and final master development plans; and

**WHEREAS**, the Property Owner/Developer shall be eligible for credits for all off-site design and construction plans and permits, and other items described in Tennessee Code Annotated §7-32-119, certified to the City (the "Offsite Improvements") and collectively referred to hereinafter as the "Big Station Camp Boulevard Improvement Project"; and

**WHEREAS**, the City acknowledges that the Property Owner/Developer may make an advanced contribution to the cost of the construction of the improvements in the Big Station Camp Boulevard Corridor in lieu of the immediate payment by the Property Owner/Developer for all cumulative impacts to Big Station Camp Boulevard and such improvements are eligible for pro-rata share credits; and

**WHEREAS**, the City Council determines that the Property Owner/Developer subject to this Agreement and the citizens of the City will receive a public benefit from entering into this Agreement, and

**WHEREAS**, the Property Owner/Developer acknowledges and agrees, that payments and/or the Property Owner/ Developer’s completion of the off-site improvements in the Big Station Camp Boulevard Corridor according to the “Timing and Allocation for Developer Payments” in Exhibit ‘4’, and the City's acceptance of such, as outlined in the Timing and Allocation for Payments on the attached Exhibit ‘4’, shall be conditions precedent to the issuance of building permits for the

Development and/or authorization or notice to proceed on the construction of a site plan or subdivision within the Development; and

**WHEREAS**, the City and the Property Owner/Developer agree that the new capacity created by the Big Station Camp Boulevard improvements may not be the actual excess capacity of the roadway necessary to serve project traffic, as a result of the need to account for vested trips, pursuant to the transportation study conducted for Big Station Camp Boulevard, from previously approved, but un-built, developments.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The facts stated above in the recitals are incorporated by reference herein and deemed by the Parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to permit the Property Owner/Developer to construct, or to have constructed, the "Transportation Corridor Improvements" subject to plan and permit approval by the City. Construction of the Transportation Corridor Improvements will commence and be complete to meet long-term transportation needs of the corridor as identified in Exhibit C of Ordinance No. O1909-46. The Property Owner/Developer, or its designee, may be responsible for the design of the Transportation Corridor Improvements, which design will be in accordance with the description of improvements referenced on the Exhibits and subject to approval by the City, if credits for the design cost are applied. All planning, permitting, and construction will be subject to the review and approval, if applicable, by the Tennessee Department of Transportation and Sumner County, and will comply with the standards and requirements established by the appropriate governmental entities, where applicable. The Property Owner/Developer will have no responsibility for maintenance or upkeep of the Transportation Corridor Improvements except as may otherwise be lawfully enacted and after acceptance of the off-site improvements by the City.
3. **Payment of Pro-Rata Share Assessment Amount.** In connection with the Property Owner/Developer's construction of the Transportation Corridor Improvements and as a condition and requirement for receiving building permits for the project or for any phase of the project, the Property Owner/Developer shall pay to the City a pro-rata share obligation, hereinafter the "Pro-Rata Share Payment." The Pro-Rata Share Payment shall be an amount determined and calculated pursuant to the assessment identified in Exhibit 'C' of Ordinance No. O1909-46 for the Big Station Camp Boulevard Corridor Transportation Study consistent with Article 13, Section 13.06, Subsection 13.06.010 E. of the Gallatin Zoning Ordinance as amended from time to time, and a current Development Traffic Impact Study ("TIS") prepared for the Development attached as Exhibit "2". The initial total payment is \$2,108 (FY2015\$) per P.M. peak hour trip generated by the project or \$\_\_\_\_\_ subject to adjustments as described in Section 4 below and indexed by NHCCCI - 2.0 (1.7198 for 2015). The City may accept a *surety* in the form of a Letter of Credit as reservation for payment as determined by the City Engineer. The Property Owner/Developer shall be entitled to receive

transportation corridor improvement credits for constructing any of the following listed improvements in conjunction with the development provided the credited improvements are completed or surety payment received, acceptable to the City, prior to obtaining a building permit for the first building in the development.

**[List any special improvements and projected costs of improvements where credit is requested]**

Any improvements not constructed with the development shall require payment in cash or certified check or wire transfer of the balance of the estimated cost of the required minimum pro-rata share.

**4. Property Owner's/Developer's Payment.**

- A. To the extent applicable, to guarantee payment of its Pro-Rata Share payment, the Property Owner/Developer agrees to procure a sufficient surety in favor of the City in an amount of \$\_\_\_\_\_, as provided in this Agreement. The Property Owner/Developer shall pay the City by cash, Certified Check or wire transfer, the Pro-Rata Share Payment upon the issuance of individual building permits for the Development as outlined on the "Timing and Allocation for Payments" in attached Exhibit '4'. The amount of the surety may be reduced by the amount paid by the Property Owner/Developer with each building permit on a schedule as permitted by Chapter 3, Gallatin Subdivision Regulations. Upon the City's receipt of payment from the Property Owner/Developer, the funds shall become the property of the City. Payment of funds is subject to cost adjustments consistent with the National Highway Construction Cost Index - 2.0 (NHCCI 2.0) maintained by the Federal Highway Administration, as amended, and as referenced in Ordinance No. O1909-46. Each payment or *surety* must be deposited with the City prior to the issuance of a building permit or, in the case of a subdivision, prior to recording a final plat consistent with the timing and allocation for such payments provided in Exhibit "4". No building permit shall be issued for any building by the City of Gallatin until proper payment by the Property Owner/Developer. Future phases of the project shall be subject to a separate agreement including cost indexing.
- B. Any improvements for which a Property Owner/Developer requests credits for off-site improvements must be substantially completed prior to receiving a certificate of occupancy for the first building on the development site, except as otherwise provided in this agreement. To the extent Developer fails to construct any of the agreed improvements set forth herein, the payment required of Property Owner/Developer shall increase by the amount of the credit assigned to such improvement referenced herein and such payment must be made to the City by cash, certified check or wire transfer prior to receiving certificates of occupancy for the Development.
- C. If the Approved plan for \_\_\_\_\_ is changed to add or reduce units which affect the number of p.m. peak hour trips assigned to Big Station Camp Boulevard, the amount of assessment funds identified in the Agreement to be paid by the Developer to the City



shall be modified by amending this agreement as part of the approval of the revised plan.”

5. **Vested Rights in Project Traffic.** The City agrees that by paying or providing a surety for the Pro-Rata Share Payment, and by receiving a building permit and constructing any qualified off-site improvements for the Development, the Property Owner/Developer will be deemed to have satisfied the City's transportation pro-rata share requirements for the Development and that the Development shall be fully vested for purposes of complying with Section 13.06.010 E. of the Gallatin Zoning Ordinance and with the zoning with preliminary master development plan and final master development plan/site plan/final plat for the Development.
6. **Application of Agreement Limited to the Development.** Nothing herein is intended to bind the City in allocating any additional trip capacity provided by the construction of the Transportation Corridor Improvements beyond that provided to the Development in connection with the Pro-Rata Share Payment or to require the City to declare any other project as a transportation corridor improvement. The City expressly reserves the right to determine and allocate available excess capacity for all future developments within its jurisdiction and other jurisdictions that impact the Transportation Corridor Improvement Projects.
7. **Breach of Pro-rata Share Agreement.** If the Property Owner/Developer upon proper notice fails to make timely payment of the Pro-Rata Share Payment costs or to design and construct the improvements for which the Property Owner/Developer is requesting credits, then the Property Owner/Developer shall be deemed to be "Not in Good Standing" and shall be in breach of this Agreement. Upon a breach, the City shall determine the number of trips paid for under the adjusted calculation. The City shall not issue building permits or certificates of occupancy for the Development until the adjusted cost of the trips allocated to that portion of the Development have been paid by the Property Owner/Developer and received by the City.
8. **Miscellaneous.**
  - A. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Sumner County and Tennessee law shall apply. Trial shall be nonjury for any issues subject to trial.
  - B. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
  - C. **Successors.** This Agreement shall be binding on the Parties thereto, their heirs, administrators, executors, successors in interest and assigns.
  - D. **Construction of Contract.** The Parties hereto agree that they have all participated in the drafting of this Agreement, including the calculations included in the Exhibits for the proposed Big Station Camp Boulevard Transportation Corridor Improvements. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided

by the express intent of the Parties and the City's Land Development Regulations as determined by the overall effect of the provisions herein.

- E. Amendments.** Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City.
- F. Conflicts.** The Property Owner/Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- G. Recording.** The Property Owner/Developer shall record a copy of this Agreement, at its sole cost and expense, with the Register's Office of Sumner County, Tennessee.
- H. Binding Nature and Covenants Running With the Land.** The provisions of this Agreement shall be binding upon the Parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced Development.
- I. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.
- J. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have agreed as set forth above.

CITY OF GALLATIN, TENNESSEE

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
PAIGE BROWN, MAYOR

ITS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CONNIE KITRELL  
CITY RECORDER

Exhibit '1' – Approved Preliminary Master Development Plan and Final Master Development Plan/Site Plan/Final Plat for \_\_\_\_\_

Exhibit '2' – Traffic Impact Study for \_\_\_\_\_

Exhibit '3' – List and Cost Sheet of Off-site improvements to be constructed by the Property Owner/Developer

Exhibit '4' – Timing and Allocation for Developer Payments