

# HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

## **CODES AND ZONING COMMITTEE**

*David Thomas, Chair*  
*Lonnie Taylor, Vice Chair*

*Lesley Overman, Secretary*  
*Tommy Belcher*

*David Nollner*  
*Sam Edwards, Building Official (NVM)*

### **AGENDA**

FEBRUARY 6, 2023 | 7:00PM | MAYOR'S OFFICE

1. Call Meeting to Order
2. Attendance
3. Review Minutes from January 5, 2023
4. Discussion
  - A. Review proposed Rick Gregory consulting contract
  - B. Grass Regulation
  - C. Commercial building regulations
5. Public Comment
6. Adjourn

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

**CODES AND ZONING COMMITTEE**

JANUARY 5, 2023 | 7:00PM | MAYOR'S OFFICE

**MINUTES**

Members Present: 5/5

David Thomas, Chairman  
Lonnie Taylor, Vice Chair  
Lesley Overman, Sec

Tommy Belcher  
David Nollner

Chairman David Thomas called meeting to order at 7:00.

A quorum was determined with the members present.

Rosalie Myhan was in attendance representing Building/Codes Inspector Sam Edwards.

Motion to approve minutes from December 8, 2022 meeting made by Taylor, seconded by Nollner,

**MOTION CARRIED**

Chairman Thomas shared that the set rules of committees by current administration only commissioners are voting members of commission committee therefore Sam Edwards is a nonvoting member.

- Review of Rezoning fee table and rules. Compared to surrounding similar counties the following fee schedule was agreed up by all committee members.

<b>FEE SCHEDULE</b>		
<b>Planning Commission</b>	<b>Application Fee</b>	<b>Public Notice Signage Deposit</b>
Rezone Application	\$ 350.00	\$ 150.00
Site Application	\$ 250.00	
Plat Amendment Application	\$ 200.00	
Minor Subdivision Application	\$ 250.00	
Major Subdivision Application	\$ 500.00	
<b>Board of Zoning Appeals</b>	<b>Application Fee</b>	<b>Public Notice Signage Deposit</b>
All Applications to the BZA	\$ 350.00	\$ 150.00
<b>Construction Board of Appeals</b>	\$ 350.00	\$ 150.00

Section E added to include steps for vandalism and penalties for not complying. Still no comprehensive plan from GNRC.

Nollner made motion to recommend to full commission, 2<sup>nd</sup> by Taylor

**MOTION APPROVED**

- Discussion of campground zoning special instructions section 4.110 to delete the word "exclusively" from urban and county zoning coded.

Motion to send amended ordinance to full commission by Overman 2<sup>nd</sup> by Belcher

**MOTION APPROVED**

- Discussion of Solar ordinances favorably sent by Planning commission. Discussion of proposed ordinances from Planning commission to add solar to current zoning.

Motion to send to full commission with approval by Overman, 2<sup>nd</sup> by Taylor

**MOTION APPROVED**

Discussion to begin framework consolidation residential zoning urban and county zoning. Clean up and organize all codes from Metro conversion. Comprehensive plan from GNRC would make this much easier. Chairman Thomas to reach out to Rick Gregory and the mayor to set meeting to begin negotiations for consulting contract with Rick to assist this committee with this consolidation. To be continued at next meeting. Committee members should prepare to discuss residential combination at next meeting.

Motion to postpone Framework to combine Commercial zoning to next meeting by Taylor, 2<sup>nd</sup> by Nollner

**MOTION APPROVED**

- Wheel tax and Sales tax were also discussed with no decisions or motions made.

Meeting adjourned with a motion by Taylor.

*Minutes presented by Lesley Overman*

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**RESOLUTION # \_\_\_\_\_**

**A RESOLUTION AUTHORIZING HARTSVILLE/TROUSDALE COUNTY MAYOR TO  
ENTER INTO CONTRACTS**

**WHEREAS**, Hartsville/Trousdale County Charter Article 3 Section 3.01 states "The Hartsville/Trousdale County Mayor shall sign and approve all contracts or obligations"; and

**WHEREAS**, consulting services are requested for the reorganization of the County Zoning codes; and

**WHEREAS**, Rick Gregory has agreed to provide such services for no more than \$11,000 (eleven thousand dollars) to be billed at \$75 per hour increments without any other benefits; and

**WHEREAS**, this contract has been reviewed by the Commission Codes & Zoning Committee and the County Attorney.

**NOW THEREFORE BE IT RESOLVED** that the Hartsville/Trousdale County Commission, meeting in regular session, authorizes the Mayor of Hartsville/Trousdale County to execute the contract for independent contractor Rick Gregory to provide consulting services for the reorganization of the Hartsville/Trousdale County Zoning codes.

*Recommended by Codes & Zoning Committee February 6, 2023*

*Recommended by Finance Committee \_\_\_\_\_*

*Motion to approve:* \_\_\_\_\_

**Voice Vote**

*Second motion:* \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstain \_\_\_\_\_ Absent \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Jack McCall**  
*Commission Chair*

\_\_\_\_\_  
**Rita Crowder**  
*County Clerk*

## PLANNING CONSULTING SERVICES CONTRACT

This agreement is hereby entered into between the **Hartsville/Trousdale County** hereinafter referred to as "County" and **Rick Gregory** hereinafter referred to as "Consultant". Whereas the parties are in agreement for the Consultant to provide services to the County and act as the County's consultant for purposes of updating and unifying the Hartsville Zoning Ordinance and the Trousdale County Zoning Resolution.

**NOW THEREFORE**, in consideration of the mutual premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

### SCOPE OF SERVICES.

A. The **Consultant** shall provide the following services:

1. Attends meetings and provides direct consulting assistance and advisory services to the local planning commission and the Codes and Zoning Committee and the County Commission and other committees upon request during this project.
2. Technical assistance through phone calls, emails, or other correspondence
3. Provide updates to the County on recent or anticipated changes to statute, recent court cases that may impact local decision-making.
4. Provide County with a final unified zoning ordinance.

B. The **County** will be responsible for the following responsibilities:

1. Provide Consultant with sufficient notice of meetings and obligations.
2. Provide Consultant access to all planning related documents including but not limited to adopted plans, ordinances, and maps.

### TERM OF CONTRACT:

This contract shall become effective on or about \_\_\_\_\_ and shall be effective until the completion of the project or until the billable hours at a rate of \$75 per hour reaches the amount of \$11,000.

### PAYMENT TERMS AND CONDITIONS:

This contract shall not exceed the agreed upon amount of \$11,000. Consultant to invoice the County monthly with the hours worked on the project. Consultant will not be compensated or reimbursed for travel, meals, or lodging by the County. Any services that are above and beyond the items listed in Section A above shall be performed at an agreed upon price between the parties which shall be memorialized in writing.

### TERMINATION OF AGREEMENT

This agreement may be terminated by either party for convenience without being a breach of this contract. Both sides shall give thirty days' notice for a termination for convenience. Upon termination by either party, the County shall only be responsible for the unbilled hours by the Consultant up to the termination date.

Either side may terminate this contract for cause immediately upon giving the other party the opportunity

to cure any issues within thirty (30) days. For cause shall include but not be limited to either party not fulfilling their obligations as set out in the Scope of Services.

**ASSIGNMENT:**

This agreement may not be assigned or subcontracted by the Consultant without the express written permission of the County.

**RECORDS:**

Consultant will maintain for documentation a copy of all materials either produced as part of this contract or obtained by the Consultant. The County shall have the right to have a copy of any and all documents obtained by Consultant in the performance of his duties under this contract.

**INDEPENDENT CONTRACTOR:**

Consultant is an independent contractor and is not under any circumstances an employee of the County. As an independent contractor, the County will not provide any benefits, leave, insurance, or any other benefits. The Consultant is solely liable for his own worker's compensation insurance and liability insurance. Consultant is also solely liable for his own income tax, social security, and any other expenses. Consultant shall also provide adequate liability insurance to cover any errors or omissions.

_____ Jack McCall, Mayor Hartsville/Trousdale County Government	_____ Date
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_____ Rick Gregory, Consultant	_____ Date
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**Proposal:** Add amendment to rural area residential lots of 5 acres or more regarding maintenance regulations, specifically grass and weeds.

**Why:** Currently the zoning and ordinances office does not actively seek out and site land or homeowner's regarding this regulation. Only in the instance of a written complaint will an investigation take place. In instances, they will drive by multiple lots with the same infraction to investigate the complaint and take no action against the others in the same subdivision. In most instances, complaints are about neighbor disputes that the county is put in the middle.

Adding the Amendment will open up a landowner's rights to allow them to do more with their land. Many of these lots, if not all, allow certain types of farm animals and Agricultural type practices without being zoned A-1. On top of that, this would alleviate the need for the zoning/ordinance office from needing to spend time on grass heights in the country.

As these farms that are zoned A1 sell off and rezone into larger Residential lots, considerations are not being looked at for the amount of upkeep a possible landowner will incur and in the case for my land, the safety concerns around parts of my land to keep it maintained. There are residential lots here from just over 5 acres to 11 acres. Many of the larger lots not meeting maintenance regulations and haven't for 15 years since they were rezoned.

**Details:** The amendment would be for lots of 5 acres or more outside of city limits. Any lot that is 5 acres or more and borders a lot less than 5 acres that falls under maintenance regulations must give that smaller lot a 25' setback of maintained grass/weeds. *(Example below)*

**Example of another county's ordinance: Wilson County** - At this time, the Wilson County Zoning Ordinance only contains provisions for grass height on subdivisions of property that are less than 2 acres in size. As such, any grass height complaints that pertain to properties that exceed 2 acres in size will not be taken or investigated by this office.

**Example of another city's ordinance: Laverne, Tn** - No grass, weeds, and other undesirable vegetation to grow in excess of 1 foot in height within 100 feet of any property line, residence, business, industry, or public right-of-way.

### **Variations to the proposal:**

\*I think there are multiple options and ideas available here to allow land and homeowners to express their rights without causing real issues.

\*Initially I wanted to propose this as 3 acre lots but thought 5 might make more sense in the eyes of commissions and other home/landowners.

\*Allowing lots or parts of lots to go to forestation would be a great exemption.

\*As we learn more and more about soil conservation and how we are removing wildlife homes, we can help them with modest exemptions.

\*Another idea is to allow the annual or bi-annual removal of grass and weeds from unimproved lots in residential subdivisions.

\*In the end, if the county is not going to actively seek violations nor site those seen by chance without a formal complaint, exemptions could help their office from spending time on grass as new developments and commercial building codes are growing.



Property lines

Maintenance setback requirement

25' maintenance setback