



May 25, 2017

Board of Commissioners

6:30 PM

City Hall – Massie Chambers

Agenda:

1. Call to order by the Mayor.

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.

3. Reading of the minutes of the May 11, 2017 regular meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

6. Reports and comments from committees, members of the Board of Commissioners and other officers.

7. Old Business.

- a. Consider Ordinance 17-895, an ordinance creating a stormwater fee appeals application fee. **SECOND READING / PUBLIC HEARING**

- b. Consider Ordinance 17-896, an ordinance providing that the Code of Ordinances of the City of Goodlettsville be amended by adding a new article to Title 9 providing for the regulation of mobile food vendors. **SECOND READING / PUBLIC HEARING**

8. New Business.

- a. Consider Ordinance 17-897, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2016-2017 budget passed by Ordinance 16-864. **FIRST READING**

- b. Consider Ordinance 17-898, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget for the fiscal year July 1, 2017 through June 30, 2018. **FIRST READING**

- c. Consider Resolution 17-743, a resolution authorizing the City Manager to execute an intergovernmental cooperative purchasing agreement with the National Purchasing Partners Government and all other documents necessary to all purchasing of products through said cooperative; and declaring an effective date.
- d. Consider Resolution 17-744, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.
- e. Consider Resolution 17-745, a resolution to approve a contract between the City of Goodlettsville, Tennessee and the Tennessee Department of Transportation for the maintenance of certain State of Tennessee right-of-way.
- f. Consider Resolution 17-746, a resolution to amend the City of Goodlettsville Personnel Policies and Procedures Manual by creating a new section entitled Employee Education Incentive.
- g. Consider Resolution 17-747, a resolution authorizing an application with the State of Tennessee Department of Agriculture for a Tennessee Agriculture Enhancement Program Grant (TAEP) and assuring matching funds.

9. Adjournment.

For more information regarding this agenda, please contact the City Recorder by email at:  
[abaker@goodlettsville.gov](mailto:abaker@goodlettsville.gov)

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enhance the quality of life for the community we serve.*

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**ORDINANCE NO. 17-895**

**AN ORDINANCE CREATING A STORMWATER FEE APPEALS APPLICATION FEE.**

**WHEREAS**, in accordance to Ordinance 13-807, Section 21-113 there is a need to establish a stormwater fee appeals application fee;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF GOODLETTSVILLE, TENNESSEE THAT:**

1. There is hereby created a stormwater fee appeals application fee of \$250.00.

**THIS ORDINANCE SHALL TAKE EFFECT FIFTEEN (15) DAYS AFTER ITS FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

PASSED FIRST READING \_\_\_\_\_

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

## ORDINANCE 17-896

### AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF GOODLETTSVILLE BE AMENDED BY ADDING A NEW ARTICLE TO TITLE 9 THEREIN, PROVIDING FOR THE REGULATION OF MOBILE FOOD VENDORS

**WHEREAS**, the number of mobile food vendors in the middle Tennessee area has grown significantly, presenting both opportunities and challenges for local governments; and

**WHEREAS**, the Goodlettsville Municipal Code does not currently address mobile food vending; and

**WHEREAS**, it is appropriate to establish reasonable regulations to govern mobile food vending in the City of Goodlettsville, in an effort to provide reasonable opportunities for mobile food vendors to operate within the City; and

**WHEREAS**, the City further finds that such regulations are needed in order to protect the public health, safety and welfare.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:**

**SECTION 1:** That Title 9 of the Code of Ordinances of the City of Goodlettsville is hereby amended by adding a new article, to be designated as Chapter 5 and to read as follows:

#### ARTICLE VI. MOBILE FOOD VENDORS

##### **Sec. 9-91. – Purpose.**

The city finds that allowing mobile food vendors to operate, subject to practical regulations and limitations, is beneficial to persons living and working within the city. This article recognizes the unique physical and operational characteristics of mobile food vending, establishes standards for mobile food vending operations and promotes practices that serve the health, safety and welfare of the public.

##### **Sec. 9-92. – Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Canteen truck* means a vehicle that operates to provide food services to workers at locations where access to such services is otherwise unavailable or impractical (e.g., a construction site); from which the operator sells food and beverages that require no on-site preparation or assembly other than the heating of pre-cooked foods; and is not advertised in any form to the general public except by virtue of signage on the vehicle. Products sold from canteen trucks may include fruits, vegetables, pre-cooked foods such as hot dogs, pre-packaged foods and pre-packaged drinks.

*Commissary* means an establishment or facility in a fixed location that is used for the storage of supplies for a mobile food service vehicle, the preparation of food to be sold or served at a mobile food service vehicle, or the cleaning or servicing of a mobile food service vehicle or

the equipment used in conjunction with a mobile food service vehicle.

*Edible food products* means those products that are ready for immediate consumption, including prepackaged food and food cooked, prepared or assembled on-site. The term "edible food products" does not include fresh produce unless the produce has been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption.

*Food truck* means a vehicle from which edible food products are cooked, prepared or assembled with the intent to sell such items to the general public, provided further that food trucks may also sell other edible food products and beverages that have been prepared or assembled elsewhere. Food truck operators may market their products to the public via advertising, including social media.

*Food truck rally* means a coordinated and advertised gathering of more than two mobile food service vehicles in one location on a date certain with the intent to serve the public.

*Food truck rally permit* means a permit issued by the city for a food truck rally.

*Ice cream truck* means a vehicle from which the operator sells only pre-packaged frozen dairy or water-based food products and pre-packaged beverages. For purposes of this article, a non-motorized cart from which such products are sold shall be considered an ice cream truck.

*Location* means any single property parcel or any combination of contiguous parcels that are owned or controlled by a single entity or affiliated entities.

*Mobile food service vehicle* means a food truck, canteen truck or ice cream truck and includes any portable unit that is attached to a motorized vehicle and intended for use in the operation of a food truck, canteen truck or ice cream truck.

*Mobile food vendor permit* means a permit issued by the city for the operation of a mobile food service vehicle.

*Operate* means to sell food, beverages, and other permitted items from a mobile food service vehicle and includes all tenses of the word.

*Operator* means any person operating or permitted to operate a mobile food service vehicle.

*Permit administrator* means a person designated by the city manager to oversee the issuance, suspension and revocation of mobile food vendor permits and food truck rally permits.

*Vehicle* means every device in, upon or by which any person or property may be transported or drawn upon a street, including devices moved by human power.

### **Sec. 9-93. – Generally.**

(a) It is a violation to operate a mobile food service vehicle at any location except in compliance with the requirements of this article.

(b) Mobile food service vehicle operators must comply with all federal, state and local licensing and permitting regulations and all business tax, sales tax and other tax requirements.

(c) The city manager is hereby authorized to promulgate rules and regulations

supplemental to the provisions herein for the purpose of carrying out the administration and enforcement of such provisions.

**Sec. 9-94. – Locations and hours of operation.**

(a) *Food trucks.*

(1) *Right-of-way/public property.* Food trucks may not operate within the public right-of-way or on any city property except as may be specifically allowed by the city. When allowed in the public right-of-way, a food truck must be positioned so as to comply with the requirements of section 9-95(b) herein. Food trucks may not operate on property owned by a public entity other than the city unless specifically allowed by such public entity. No unattended food truck shall be left at any time in the right-of-way or parked on any other public property overnight.

(2) *Private property.* A food truck with a current mobile food vendor permit may operate on private property if allowed as a permitted use under Title 78 (Zoning) of this Code, subject to the following conditions:

- a. *Permission.* Food trucks selling to the public from private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
- b. *Unimproved properties.* Regardless of any agreement with the owner of the property, a food truck may not operate on an unimproved parcel. For purposes of this section, a parcel is considered “improved” if it contains a building that may be occupied pursuant to applicable building codes.
- c. *Maximum number of food trucks.* No more than two food trucks may operate at any location unless a food truck rally permit has been issued.
- d. *Placement on lot.* Food truck operations, including any canopies, signage, equipment, and seating areas, may not occupy more than four parking spaces per food truck. Food trucks not parked within designated parking spaces shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.

(3) *Restroom facility.* Food truck operators operating at a location for a duration of more than three hours must have a written agreement, available upon request by the city, that permits employees to have access to an indoor restroom in a building no more than 150 feet from the vending location during all hours of operation.

(4) *Hours of operation.* Food trucks may operate beginning at 7:00 a.m. and ending at 9:00 p.m. unless otherwise restricted by the operator’s mobile food vendor permit or by the property owner. The city may permit extended hours of operation for a food truck rally.

(b) *Canteen trucks.*

(1) *Right-of-way/public property.* A canteen truck with a current mobile food vendor permit may operate from the right-of-way adjacent to a clearly delineated location to cater to on-site workers. A clearly delineated location is one in which the boundaries are defined by the use of fencing enclosing the location or where the surrounding area is undergoing construction activity. Canteen trucks may not operate within any other public right-of-way or on any city property except as may

be specifically allowed by the city. When allowed in the public right-of-way, a canteen truck must be positioned so as to comply with the requirements of section 9-95(b) herein. Canteen trucks may not operate on property owned by a public entity other than the city unless specifically allowed by such public entity. No unattended canteen truck shall be left at any time in the right-of-way or parked on any other public property overnight.

(2) *Private property.* A canteen truck with a current mobile food vendor permit may operate on private property within commercial and industrial zoning districts, subject to the following conditions:

- a. *Permission.* Canteen trucks operating on private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
- b. *Unimproved properties.* A canteen truck may operate on an unimproved parcel only if the parcel or an adjoining parcel is undergoing construction activity.
- c. *Placement on lot.* Canteen trucks shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.

(3) *Hours of operation.* Canteen trucks may operate beginning at 7:00 a.m. and ending at 6:00 p.m. unless otherwise restricted by the operator's mobile food vendor permit. A canteen truck shall not remain in the public right-of-way for more than one hour during a day.

(c) *Ice cream trucks.*

(1) *Right-of-way/public property.* An ice cream truck with a current mobile food vendor permit may operate from the right-of-way at any one location for no more than 15 minutes before relocating to another location not less than one-quarter mile from the previous location. When operating in the public right-of-way, an ice cream truck must be positioned so as to comply with the requirements of section 9-95(b) herein. Ice cream trucks may not operate on any other property owned by the city or another public entity except as may be specifically allowed by the city or other public entity. No unattended ice cream truck shall be left at any time in the right-of-way or parked on any other public property overnight.

(2) *Private property.* An ice cream truck with a current mobile food vendor permit may operate on private property, subject to the following conditions:

- a. *Permission.* Ice cream trucks operating on private property shall have the written permission of the property owner, which shall be made available to the city immediately upon request.
- b. *Unimproved properties.* Regardless of any agreement with the owner of the property, an ice cream truck may not operate on an unimproved parcel. For purposes of this section, a parcel is considered "improved" if it contains a building that may be occupied pursuant to applicable building codes.
- c. *Placement on lot.* Ice cream trucks shall not block fire lanes, designated traffic lanes or ingress and egress to and from a building or street.

(3) *Hours of operation.* Ice cream trucks may operate beginning at 11:00 a.m. and ending

at sunset unless otherwise restricted by the operator's mobile food vendor permit.

**Sec. 9-95. – Operating requirements.**

(a) *Vehicle requirements.*

- (1) *Design and construction.* Mobile food service vehicles must be specifically designed and constructed for the purpose of preparation and sale of the specific type of food being sold and may not operate in any manner that is not compatible with the purpose for which the vehicle has been designed and constructed.
- (2) *Licensing.* Mobile food service vehicles must be licensed and equipped in accordance with the rules and regulations of all local, state and federal agencies having jurisdiction over such vehicles. The preparation and sale of food from mobile food service vehicles must comply with all applicable local, state and federal laws and regulations.

(b) *Right-of-way.*

- (1) Mobile food service vehicles other than ice cream trucks may not operate, stop, stand or park in any area of the right-of-way that is intended for use by vehicular travel, except in the event of a street closure for a special event. Mobile food service vehicles, including ice cream trucks, may not operate, stop, stand or park that in any way violates the provisions of Title 70 (Traffic and Vehicles) of this Code, impedes the flow of traffic, interferes with ingress or egress to or from any property or presents an unsafe condition for patrons, pedestrians or other vehicles.
- (2) Mobile food service vehicles shall park facing the same direction as traffic, at a distance of no more than 9 inches between the curb face or edge of pavement and with the service window of the vehicle facing the curb or edge or pavement.
- (3) When a mobile food service vehicle is allowed to operate in the public right-of-way, no seating area shall be provided, except as permitted in conjunction with a street closure for a special event.

(c) *Business access.* No mobile food service vehicle may operate in a location that:

- (1) Impedes the ingress to or egress from another business or otherwise causes undue interference with access to another business; or
- (2) Blocks the lawfully placed signage of another business.
- (3) Prevents access to another business by emergency vehicles.

(d) *Pedestrians.* If on or adjacent to a sidewalk, the components of a mobile food service vehicle's operations, including signage, seating areas and patron queue may not reduce the clear pedestrian path of travel on the sidewalk to less than six feet. All awnings or canopies of the vehicle shall be at least six feet, eight inches above the sidewalk.

(e) *Distance between units.* A mobile food service vehicle may not operate within three feet of any other mobile food service vehicle.

(f) *Safety and fire prevention.* All cooking, heating and electrical equipment and all cooking practices must comply with applicable safety regulations, including applicable fire and

electrical codes and any other safety requirements imposed by the city's fire and rescue department. No cooking equipment other than a heating apparatus compliant with applicable safety regulations may be used in a canteen truck. No cooking or heating equipment may be used in an ice cream truck. All mobile food service vehicles must be equipped with fire extinguishers that are inspected annually and certified as meeting National Fire Protection Association standards. No power cord, cable or equipment shall be extended across any public street, sidewalk or other public property.

(g) *Noise.* No sounds may be produced by a mobile food service vehicle's operations.

(h) *Support methods.* No mobile food service vehicle may use stakes, rods or any other method of support that must be drilled, driven or otherwise fixed into or onto asphalt, pavement, curbs, sidewalks or buildings.

(i) *Spills.* To prevent discharges into waterways, drainage systems or public sewer systems, each food truck shall comply with all stormwater regulations of the city and all regulations regarding prohibited discharges to public sewers. In addition, each vehicle shall have a spill response plan to contain and remediate any discharge from the vehicle.

(j) *Waste collection.* The area of a mobile food service vehicle operation must be kept neat and orderly at all times. Operation of a mobile food service vehicle in an area is deemed acceptance by the operator of the responsibility for cleanliness of the area surrounding the operations (not less than 50 feet from all parts of the vehicle) regardless of the occurrence or source of any waste in the area. During each period of operation at a location, the operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the mobile food service vehicle. All trash receptacles must be emptied when full, and all waste must be removed prior to departure of a mobile food service vehicle from a location.

(k) *Pedestrian service only.* Mobile food service vehicles shall serve pedestrians only. Drive-through or drive-in service is prohibited.

(l) *Signage.* Signage for each mobile food service vehicle shall be limited to signs on the exterior or interior of the vehicle and one sandwich board sign. All signs on the exterior of the vehicle shall be secured and shall not project more than six inches from the vehicle. One sandwich board sign may be placed outside the mobile food service vehicle, provided that the base of a sandwich board sign must be placed no further than two feet beyond the mobile food service vehicle. Sandwich board signs shall not exceed eight square feet per side or 48 inches in height and shall not obstruct or impede pedestrian or vehicular traffic.

(m) *Alcohol sales.* Food trucks may not sell alcoholic beverages, except as may be specifically allowed by applicable state law and city ordinance. Canteen trucks and ice cream trucks are prohibited from selling alcoholic beverages.

(n) *Insurance.*

(1) Mobile food service vehicles must maintain all motor vehicle insurance coverage required by applicable state and federal laws and regulations.

(2) Mobile food service vehicles operating on city property other than the right-of-way shall at all times maintain such further insurance coverage as may be required by the city manager. In the event the required coverage is not properly maintained, permission to operate on city property will be immediately revoked.

(o) *Exterior cooking equipment.* Any food preparation equipment outside of the mobile food service vehicle shall not obstruct vehicular or pedestrian traffic, and the use and operation of such equipment shall not create safety hazards for the public. Food shall not be served to customers directly from any outside food preparation equipment. Any smoker or other exterior equipment that generates heat shall be surrounded with at least three traffic safety cones.

(p) *Commissary.* A commissary, as defined in this article, shall not be located in any residential zoning district unless permitted as a home occupation in compliance with Title 78 of this Code.

**Sec. 9-96. – Mobile food vendor permits.**

(a) *Required.* The designated permit administrator shall oversee the issuance, suspension and revocation of mobile food vendor permits. No mobile food service vehicle may operate within the city without a mobile food vendor permit issued by the city. A mobile food vendor permit authorizes the holder only to engage in the vending of products from a mobile food service vehicle in compliance with this Code and as specified on the permit. The mobile food vendor permit must be prominently displayed when the mobile food service vehicle is in operation. This section shall not apply to contractual arrangements between a mobile food service vehicle operator and any individual, group or entity for pre-arranged catering at a specific location for a period of not more than four hours, provided that the mobile food service vehicle is not open to or serving the general public.

(b) *Application.*

(1) In order to obtain a mobile food vendor permit, a mobile food service vehicle operator must complete an application form provided by the city. The application shall include the following information:

- a. Name and address of the owner of the vehicle.
- b. Name and address of the operator of the vehicle.
- c. Color photographs of the exterior (front, side, and back) of the vehicle in its final condition and with all markings under which it will operate.
- d. A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the vehicle.
- e. A copy of the state or county health department license or permit applicable to mobile food providers.
- f. A copy of any alcoholic beverage licenses, if applicable.
- g. A copy of the operator's business license.
- h. A signed acknowledgement that the operator has read this article and will comply with all applicable requirements herein.
- i. Any additional information required by the permit administrator.

(2) Submittal of an application for a mobile food vendor permit must be accompanied

by payment of an application fee in the amount of \$50.00, provided that for any mobile food service vehicle previously found to be operating within the city without a current permit, the application fee shall be \$100.00 per vehicle.

- (3) Each mobile food vendor permit holder shall have an ongoing duty to provide the city with notice of any change to any of the information submitted with its permit application, including current photographs of the mobile food service vehicle in the event of any change in the appearance of or signage on the vehicle.

(c) *Issuance.* A mobile food vendor permit shall be issued upon verification that an application has been completed in accordance with the requirements of this section, except that no such permit will be issued to an operator whose permit is currently suspended or has been revoked within the preceding 12 months, or to any person who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months. If the permit administrator denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of the application.

(d) *Expiration.* All mobile food vendor permits shall expire on December 31 of each year, or on such alternate date as may be set by the permit administrator. A mobile food vendor permit may be renewed for the next 12-month period, provided that all applicable requirements are met and the permit is not currently suspended or has not been revoked within the preceding 12 months. The fee for renewal shall be the same as the application fee for a new mobile food vendor permit.

(e) *Transferability.* A mobile food vendor permit may not be transferred except as part of the sale of a controlling interest in a business holding the permit or a sale of substantially all of the assets of a business holding the permit. The operator of the mobile food service vehicle shall notify the city within ten days of any such sale and shall update any information that has been changed since the submittal of the application for the mobile food vendor permit.

(f) *Temporary permit.* If an operator of a mobile food service vehicle has not previously obtained a mobile food vendor permit and is found to be operating within the city, city staff may authorize the operator to continue operating for not more than two hours, provided that the operations must comply with the location and hours of operation requirements set forth in section 9-94 herein. Thereafter, the operator shall not operate a mobile food service vehicle within the city without first paying the required application fee and obtaining a mobile food vendor permit as required by this section.

#### **Sec. 9-97. - Food truck rally permits.**

(a) *Applicability.* All food truck rallies on public or private property require a food a special event permit. The permit administrator shall oversee the issuance of food truck special event permits. A special event permit shall be required for food truck rallies involving more than two mobile food service vehicles or for events that include a food truck rally.

(b) *Application.*

- (1) In order to obtain a food truck rally special event permit, the entity or organization hosting the food truck rally must complete an application form provided by the city. The application shall include the following information:

- a. Name and address of the owner of the entity or organization hosting the food truck rally.

- b. Name of person in charge of the food truck rally and a telephone number that may be used to contact such person during the food truck rally.
- c. Name and address of the owner of the property on which the food truck rally will be held, along with the property owner's written authorization.
- d. A site plan of the property on which the food truck rally will be held, showing proposed location of each food truck; location of any portable restroom facilities, if applicable; and location of any stages, tents, seating areas and any other facilities, structures or equipment to be used in conjunction with the food truck rally.
- e. Written description of the plans for the food truck rally, including parking locations, traffic control plans and the anticipated hours of operation.
- f. A list of all mobile food service vehicles participating in the food truck rally, along with confirmation that each vehicle operator has obtained or will obtain a mobile food vendor permit from the city.

(2) Submittal of an application for a food truck rally special event requiring a special event permit must be accompanied by payment of the required application fee.

(3) An application for a food truck rally special event permit shall be filed with the permit administrator. An application for a food truck rally special event permit shall be filed with the permit administrator at least 30 days prior to the date on which the food truck rally is to be held. At the discretion of the permit administrator, taking into account the feasibility of processing and approving the application, an application may be accepted by the permit administrator less than 30 days prior to a food truck rally.

(c) *Financial guarantees.*

(1) The permit administrator may establish requirements for the posting of a financial guarantee prior to issuance of a food truck rally special event permit to ensure that:

- a. The premises will be cleared of all debris during and after the food truck rally.
- b. Any damage to the public right-of-way resulting from the food truck rally is repaired.

(2) Any financial guarantee required shall be returned to the applicant only after all costs for removal of debris or repairs to public right-of-way damage have been deducted. In the event the financial guarantee is not sufficient to cover such costs, the entity or organization hosting the food truck rally shall be responsible for paying all remaining costs.

(d) *Issuance.* The permit administrator shall issue a food truck rally permit if the city determines that the application is complete, that the food truck rally will comply with the standards set forth in this article, and that appropriate measures have been taken to protect the public health, safety, and welfare. If the permit administrator denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of the application.

(e) *Conditions of approval.*

1. All food truck rally permits shall be subject to the following conditions:
  - a. All participating mobile food service vehicles must hold a valid mobile food vendor permit.
  - b. All lighting and electrical equipment brought to the site shall be subject to applicable permitting and inspection requirements, including payment of applicable fees.
  - c. All tents, stages and other temporary facilities shall be subject to safety inspections by the city before use.
  - d. The location shall be cleared of all trash and debris at the end of the event and cleared of all temporary structures and restored to its previous condition within 48 hours after the end of the event.
  - e. Traffic control and pedestrian safety in the vicinity of the event shall be the responsibility of the permittee of the event. The city may require that city forces be employed to assist with traffic control and pedestrian safety. Costs anticipated by the city for these services shall be estimated by the city and paid at least ten days in advance by the permittee as a condition of the permit. Following the event, any overpayment shall be refunded to the permittee, and any underpayment shall be billed to the permittee.

(2) In order to protect the health, safety, and welfare of the general public, to mitigate the potential impacts of the food truck rally, and to ensure compliance with applicable laws and regulations, the city may impose additional conditions and restrictions on the issuance of a food truck rally permit. Such conditions and restrictions may relate to, but are not limited to, hours of operation, layout, parking and security.

**Sec. 9-98. – Enforcement.**

(a) *Citation.* Each of the following circumstances constitute a violation of this article, for which a citation may be issued by a codes enforcement officer or police officer of the city:

- (1) Operation of a mobile food service vehicle without a current, valid permit, provided further that each day and each separate location at which a mobile food service vehicle is operated without a current, valid permit shall be considered a separate violation.
- (2) Continuation of temporary mobile food service vehicle operations beyond the time period authorized by staff.
- (3) Holding a food truck rally without a permit or failing to comply with the conditions of approval for a food truck rally permit.
- (4) Failure to comply with any other provision of this article.

(b) *Responsibility for violations.* The city codes enforcement officers and police officers may, at their discretion in consideration of the situation, cite any of the individuals or

entities listed below for any violation of the provisions of this article:

- (1) The operator of a mobile food service vehicle.
- (2) An employee working at a mobile food service vehicle.
- (3) The owner of the property on which a mobile food service vehicle is operated.
- (4) The entity or organization hosting a food truck rally, or the person in charge of the food truck rally.

(c) *Suspension of permit.* A mobile food vendor permit shall be suspended by the permit administrator if:

- (1) The applicant for the permit knowingly provided false information on the application.
- (2) Two violations of this article have occurred within a six month period in conjunction with the mobile food service vehicle for which the permit has been issued.
- (3) The operator of a mobile food service vehicle fails to maintain a current, valid vehicle registration, health department permit, business license or proof of required motor vehicle insurance coverage.

(d) *Revocation of permit.* A mobile food vendor permit shall be revoked by the permit administrator if:

- (1) Four violations of this article have occurred within a 12-month period.
- (2) A mobile food service vehicle is operated in an unlawful manner so as to constitute a breach of the peace or otherwise threaten the health, safety or general welfare of the public.

(e) *Reinstatement.*

- (1) *Suspended permit.* An operator may reinstate a suspended mobile food vendor permit by taking such actions as may be necessary to correct a mobile food service vehicle's noncompliance and paying a reinstatement fee of \$500 to offset the city's cost of enforcement measures, inspections and compliance verifications.

(2) *Revoked permit.* An operator whose mobile food vendor permit has been revoked may apply for a new permit after 12 months from the date of revocation, provided the operator has taken such actions as may be necessary to correct a mobile food service vehicle's noncompliance. The operator shall pay a permit reinstatement fee of \$500 to offset the city's cost of enforcement measures, inspections and compliance verifications.

- (3) No permit will be issued to any person who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months.

(f) *Notice.* Notice of the suspension or revocation of a mobile food vendor permit shall

be issued to the operator in writing by the permit administrator.

**Sec. 9-99. – Appeals.**

(a) *Filing.* The denial, suspension or revocation of a mobile food vendor permit or the denial of a food truck rally permit by the permit administrator may be appealed by filing a written notice of appeal, establishing the grounds for the appeal, with the city manager no later than ten business days following receipt of the notice of denial, suspension or revocation.

(b) *City manager's review.* When an appeal is filed with the city manager as set forth herein, the city manager may request such additional information from the operator and the permit administrator as may be deemed necessary. At the city manager's discretion, the appeal may be decided based on the written information and documentation submitted, or a hearing may be scheduled with the operator and the permit administrator. The city manager's decision shall be issued in writing, based on a written summation of the pertinent facts, and shall be final. The city manager may reverse the denial, suspension or revocation of a permit, or may reduce the waiting period required for reinstatement of a revoked permit if it is determined that the operator has taken reasonable steps to mitigate the violations leading to the revocation and to prevent future violations.

(c) *Refunds.* There shall be no refund of an application fee for a mobile food vendor permit or food truck rally special event permit that has been denied. There shall be no refund of a reinstatement fee for a suspended or revoked permit unless the city manager determines on appeal that the permit administrator acted in error in suspending or revoking the permit.

**SECTION 2.** There is hereby established a mobile food vending permit application fee of \$50.00 per mobile food vehicle, unless a vendor is determined to be operating without a permit at which time the permit application permit fee would be \$100.00.

**SECTION 3.** There is hereby created an annual mobile food vending permit fee of \$100.00 per mobile food vehicle, per calendar year (January 1, through December 31).

**SECTION 4.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

**SECTION 5.** If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

**SECTION 6.** That this ordinance shall take effect fifteen from and after its final passage the general welfare of the City of Goodlettsville, Tennessee, requiring it.

This ordinance shall take effect fifteen days after its final adoption, the welfare of the City of

Goodlettsville requiring it.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

PASSED 1ST READING: \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

PASSED 2ND READING: \_\_\_\_\_

ORDINANCE 17-897  
AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE  
AMENDING THE FISCAL YEAR 2016-2017 BUDGET, PASSED  
BY ORDINANCE # 16-864

WHEREAS, the City of Goodlettsville adopted the fiscal year 2016-2017 budget by passage of Ordinance #16-864 on May 12, 2016; and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, unanticipated expenditures related to Police Communications 911 system and CAD arose;

WHEREAS, a transfer from the Fleet Fund Balance will be necessary to cover these expenditures;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE FISCAL YEAR 2016-2017 BUDGET BE AMENDED AS FOLLOWS:

General Fund Police Exp. – Capital Outlay (Increase)	\$130,000
Committed Fleet Fund Balance (Decrease)	\$130,000

\_\_\_\_\_  
Mayor

Passed First Reading: \_\_\_\_\_

Passed Second and Final Reading: \_\_\_\_\_

\_\_\_\_\_  
City Recorder  
APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY

**ORDINANCE # 17-898**

**AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE,  
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING  
JULY 1, 2017 THROUGH JUNE 30, 2018.**

Whereas, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

Whereas, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

Whereas, the governing body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the governing body will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF GOODLETTSVILLE, TENNESSEE BOARD OF COMMISSIONERS AS FOLLOWS:

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows:

<b>General Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Local Taxes	\$ 10,391,503	\$ 10,510,550	\$ 10,305,000
Intergovernmental Revenue	\$ 2,649,139	\$ 2,299,641	\$ 2,121,000
Fines and Forfeitures	\$ 405,551	\$ 321,529	\$ 328,000
Licenses and Permits	\$ 229,302	\$ 485,934	\$ 322,500
Charges for Services	\$ 316,551	\$ 221,204	\$ 238,500
Other Financing Sources	\$ 432,000	\$ 416,000	\$ -
Transfers from Other Funds	\$ -	\$ -	\$ 152,288
Miscellaneous Revenue	\$ 423,292	\$ 89,175	\$ 60,000
<b>Total Revenue</b>	<b>\$ 14,847,338</b>	<b>\$ 14,344,033</b>	<b>\$ 13,527,288</b>
Fund Balance	\$ 7,530,698	\$ 8,210,512	\$ 8,110,136
<b>Total Available Funds</b>	<b>\$ 22,378,036</b>	<b>\$ 22,554,545</b>	<b>\$ 21,637,424</b>

<b>Drug Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Court Fines and Costs	\$ 22,788	\$ 28,000	\$ 20,000
Miscellaneous	\$ 2,268	\$ 1,898	\$ -
Transfers from General Fund	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ 25,056</b>	<b>\$ 29,898</b>	<b>\$ 20,000</b>
Fund Balance	\$ 34,888	\$ 31,804	\$ 55,065
<b>Total Available Funds</b>	<b>\$ 59,944</b>	<b>\$ 61,702</b>	<b>\$ 75,065</b>

<b>Electronic Citation Fee</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Fines and Fees	\$ 10,077	\$ 8,515	\$ 8,500
Miscellaneous Revenue	\$ -	\$ -	\$ -
Total Revenue	\$ 10,077	\$ 8,515	\$ 8,500
Fund Balance	\$ 6,008	\$ 16,085	\$ -
Total Available Funds	\$ 16,085	\$ 24,600	\$ 8,500

<b>Sanitation Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Service Fees	\$ 943,130	\$ 1,004,655	\$ 975,500
Miscellaneous Revenue	\$ 54,778	\$ 66,799	\$ 53,500
Transfer from General Fund	\$ -	\$ -	\$ -
Total Revenue	\$ 997,908	\$ 1,071,454	\$ 1,029,000
Fund Balance	\$ 2,090	\$ 57,590	\$ 192,418
Total Available Funds	\$ 999,998	\$ 1,129,044	\$ 1,221,418

<b>Tourism Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Hotel/Motel Tax	\$ 625,861	\$ 621,252	\$ 650,000
Miscellaneous Revenue	\$ 32,738	\$ 24,477	\$ 21,000
	\$ -	\$ -	\$ -
Total Revenue	\$ 658,599	\$ 645,729	\$ 671,000
Fund Balance	\$ 479,368	\$ 744,622	\$ 738,686
Total Available Funds	\$ 1,137,967	\$ 1,390,351	\$ 1,409,686

<b>Capital Projects Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Grant Revenue	\$ 775,168	\$ 182,365	\$ 11,903,735
Loan Proceeds	\$ -	\$ 153,801	\$ 2,846,199
Transfer from General Fund	\$ 195,000	\$ -	\$ -
Total Revenue	\$ 970,168	\$ 336,166	\$ 14,749,934
Fund Balance	\$ (308,212)	\$ 185,729	\$ 211,857
Total Available Funds	\$ 661,956	\$ 521,895	\$ 14,961,791

<b>Sewer Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Sewer User Fees	\$ 5,723,924	\$ 5,685,870	\$ 5,501,000
Sewer Tap Fees	\$ 130,550	\$ 195,600	\$ 75,000
Other Fees	\$ 41,029	\$ 45,450	\$ 37,000
Non Operating Revenue	\$ 80,464	\$ 73,787	\$ 78,000
Other Financing Sources	\$ -	\$ -	\$ -
Total Revenue	\$ 5,975,967	\$ 6,000,707	\$ 5,691,000

<b>Stormwater Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Utility Fees	\$ 972,130	\$ 973,924	\$ 925,000
Miscellaneous Revenues	\$ 5,598	\$ 7,293	\$ 6,500
Total Revenue	\$ 977,728	\$ 981,217	\$ 931,500
Fund Balance	\$ 1,095,971	\$ 1,480,381	\$ 952,012
Total Available Funds	\$ 2,073,699	\$ 2,461,598	\$ 1,883,512

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

<b>General Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
General Government	\$ 2,512,976	\$ 2,583,999	\$ 2,926,042
Public Safety	\$ 7,245,067	\$ 7,153,103	\$ 7,545,470
Hwys and Streets	\$ 1,677,655	\$ 1,973,928	\$ 2,840,441
Parks and Recreation	\$ 1,631,756	\$ 1,613,929	\$ 1,971,332
Debt Service	\$ 905,070	\$ 1,119,450	\$ 929,745
Transfers to Other Funds	\$ 195,000	\$ -	\$ -
Total Appropriations	\$ 14,167,524	\$ 14,444,409	\$ 16,213,030

<b>Drug Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Operating Expenditures	\$ 2,906	\$ 6,637	\$ 10,000
Debt Service	\$ -	\$ -	\$ -
Capital Expenditures	\$ 25,234	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -
Total Appropriations	\$ 28,140	\$ 6,637	\$ 10,000

<b>Electronic Citation Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Operating Expenditures	\$ -	\$ 24,600	\$ -
Miscellaneous	\$ -	\$ -	\$ -
Total Appropriations	\$ -	\$ 24,600	\$ -

<b>Sanitation Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Operating Expenditures	\$ 883,354	\$ 896,625	\$ 944,231
Debt Service	\$ -	\$ -	\$ -
Capital	\$ 59,059	\$ 40,000	\$ 60,000
Total Appropriations	\$ 942,413	\$ 936,625	\$ 1,004,231

<b>Tourism Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Historic Sites	\$ 254,189	\$ 393,665	\$ 378,648
Economic Dev and Tourism	\$ 139,156	\$ 258,000	\$ 332,041
	\$ -	\$ -	\$ -
Total Appropriations	\$ 393,345	\$ 651,665	\$ 710,689

<b>Capital Projects Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Main Street Redevelopment	\$ 417,317	\$ 137,023	\$ 11,120,219
Conference Drive Enhancemen	\$ 18,910	\$ 9,308	\$ 390,692
Hwy 31/41 lighting	\$ 40,000	\$ -	\$ 900,000
CMAQ Project-Conference Dr	\$ -	\$ 163,707	\$ 1,836,293
Greenway	\$ -	\$ -	\$ 100,000
LPRF Grant Splash Pad Proj	\$ -	\$ -	\$ 600,000
Miscellaneous		\$ -	\$ -
<b>Total Appropriations</b>	<b>\$ 476,227</b>	<b>\$ 310,038</b>	<b>\$ 14,947,204</b>

<b>Sewer Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Operating Expenses	\$ 4,433,448	\$ 4,290,147	\$ 4,817,678
Interest Expense	\$ 210,383	\$ 170,988	\$ 175,000
Payment in Lieu of Tax	\$ 135,525	\$ 135,000	\$ 135,000
Capital	\$ 40,000	\$ 750,000	\$ 2,070,000
<b>Total Appropriations</b>	<b>\$ 4,819,356</b>	<b>\$ 5,346,135</b>	<b>\$ 7,197,678</b>

<b>Stormwater Fund</b>	<b>FY 2016 Actual</b>	<b>FY 2017 Estimated</b>	<b>FY 2018 Proposed</b>
Operating Expenses	\$ 255,082	\$ 209,585	\$ 386,561
Non-Operating Expenses	\$ -	\$ -	\$ -
Capital	\$ 338,232	\$ 1,300,000	\$ 1,480,000
<b>Total Appropriations</b>	<b>\$ 593,314</b>	<b>\$ 1,509,585</b>	<b>\$ 1,866,561</b>

SECTION 3. At the end of the fiscal year 2018, the governing body estimates balances/deficits as follows:

General Fund	\$ 5,424,394
Drug Fund	\$ 65,065
Electronic Citation Fund	\$ 8,500
Sanitation Fund	\$ 217,187
Tourism Fund	\$ 698,997
Stormwater Fund	\$ 16,951
Capital Projects Fund	\$ 14,587

SECTION 4. That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

<b>Bonded or Other Indebtedness</b>	<b>Debt Outstanding 06/30/17</b>	<b>New Debt Issued FY17-18</b>	<b>Debt Redemption</b>	<b>Interest Requirements</b>	<b>Debt Outstanding 06/30/18</b>
Bonds	\$ 6,124,001	\$ -	\$ 774,000	\$ 116,035	\$ 5,350,001
SRLF	\$ 6,114,478	\$ -	\$ 321,878	\$ 171,870	\$ 5,792,600
Notes	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Leases	\$ 1,267,393	\$ -	\$ 521,578	\$ 32,364	\$ 745,815
Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>\$ 13,505,872</b>	<b>\$ -</b>	<b>\$ 1,617,456</b>	<b>\$ 320,269</b>	<b>\$ 11,888,416</b>

SECTION 5. During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Grants
Main Street Redevelopment	\$ 11,120,219	\$ 8,896,175
Conference Drive Improvements	\$ 390,692	\$ 312,554
Conference Drive CMAQ	\$ 1,836,293	\$ 1,836,293
Greenway	\$ 600,000	\$ -
Hwy 41/Hwy 31 Lighting	\$ 900,000	\$ 450,000
Splash Pad-LPRF	\$ 600,000	\$ 300,000
ADA Compliance	\$ 50,000	\$ -
LED Sign	\$ 24,000	\$ -
Lobby Tile	\$ 10,500	\$ -
Police Fleet Replacement	\$ 152,288	\$ -
CAD Equipment	\$ 20,000	\$ -
Bio Chem Suits and Respirators	\$ 20,000	\$ -
Water Distribution Improvements	\$ 12,000	\$ -
Fitness Area	\$ 60,000	\$ -
Bleachers (Football fields and quad)	\$ 19,295	\$ -
Parks and Rec Master Plan	\$ 75,000	\$ -
Moss Wright Paving	\$ 151,375	\$ -
Asphalt Rejuvenator	\$ 50,000	\$ -
City Street Paving	\$ 800,000	\$ -
City Beautification Projects	\$ 100,000	\$ -
Sidewalk Projects	\$ 750,000	\$ -
Replace logs at Fort (Historic Sites)	\$ 16,700	\$ -
Swap loader beds (Sanitation)	\$ 20,000	\$ -
96 gallon sanitation containers (Sanitation)	\$ 40,000	\$ -
308 Blue Bird Storm Water Project	\$ 175,000	\$ -
Wren Road Storm Water Project	\$ 150,000	\$ -
Rivergate Pkwy Detention Storm Water Project	\$ 125,000	\$ -
Gateway Phase 2 Storm Water Project	\$ 250,000	\$ -
Cementitious Culvert Lining Projects	\$ 150,000	\$ -
Capital Maint and infrastructure repair	\$ 150,000	\$ -
City Hall Drainage Basin Study	\$ 30,000	\$ -
Streambank Stabilization	\$ 150,000	\$ -
Gville Elem Detention Storm Water Project	\$ 300,000	\$ -
Sewer Flow Monitors	\$ 50,000	\$ -
Repl Sewer Pickup Truck (Repl #80 1998)	\$ 30,000	\$ -
Sewer Vac Truck (Repl #88 2001)	\$ 440,000	\$ -
Sewer Rehab Projects	\$ 950,000	\$ -
Madison Creek Sewer Project	\$ 600,000	\$ -
	\$ 21,368,362	\$ 11,795,022

SECTION 6. No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 7. Money may be transferred from one appropriation to another in the same fund by the City Manager, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the *Tennessee Code Annotated*. Any resulting transfers shall be reported

to the governing body at its next regular meeting and entered into the minutes.

SECTION 8. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9. If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with the Section 6-56-210, *Tennessee Code Annotated* provided sufficient revenues are being collected to support the continuing appropriations. Approval of the Director of the Division Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11. This ordinance shall take effect on July 1, 2017, the public welfare requiring it.

Passed First Reading:

\_\_\_\_\_

Passed Second and Final Reading:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to form and legality:

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

\_\_\_\_\_  
City Attorney

**RESOLUTION NO. 17-743**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH NATIONAL PURCHASING PARTNERS AND ALL OTHER DOCUMENTS NECESSARY TO ALLOW PURCHASING OF PRODUCTS THROUGH SAID COOPERATIVE; AND DECLARING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:

The City Manager is authorized to execute an Intergovernmental Cooperative Purchasing Agreement with National Purchasing Partners Government and all other documents necessary to allow purchasing of products through said cooperative, in accordance with Tennessee Code Annotated 12-3-1205.

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

Adopted: May 25, 2017

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

**RESOLUTION NO. 17-744**

**A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND CALLING FOR ITS DISPOSAL BY ONLINE AUCTION OR ANY OTHER REASONABLE MANNER.**

**WHEREAS**, occasionally, the City of Goodlettsville owns property that is no longer of use or has value for its intended use; and,

**WHEREAS**, The City of Goodlettsville foresees no future need or use of said property; and,

**WHEREAS**, The City of Goodlettsville desires to dispose of said property;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT PROPERTY LISTED IN EXHIBIT 1 OF THIS RESOLUTION IS DECLARED TO BE SURPLUS PROPERTY.**

**BE IT FURTHER RESOLVED THAT SAID PROPERTY SHALL BE DISPOSED OF BY ONLINE AUCTION OR ANY OTHER MEANS IN ACCORDANCE WITH STATE LAW AND THE CITY'S PURCHASING POLICY.**

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

Adopted: May 25, 2017

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT 1**  
**SURPLUS PROPERTY (RESOLUTION 17-744)**

1999 Chevy 1500

1993 F150

**RESOLUTION NO. 17-745**

**A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF CERTAIN STATE OF TENNESSEE RIGHT-OF-WAY.**

**WHEREAS**, The City of Goodlettsville constantly thrives to maintain all street and roadway right-of-way within the city in great condition; and

**WHEREAS**, The City of Goodlettsville Board of Commissioners has deemed it in the best interest of the city to execute a contract with the State of Tennessee Department of Transportation; and,

**WHEREAS**, The execution of the aforementioned contract will enable the city to be compensated for maintaining certain portions of right-of-way belonging to the Tennessee Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE AFOREMENTIONED CONTRACT IS HEREBY APPROVED AND IS INCLUDED AS EXHIBIT 1.**

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

Adopted: May 25, 2017

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF Goodlettsville**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Goodlettsville, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002859  
Contract #: CMA 1804

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities, attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2017 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed eighteen thousand, seventy-eight dollars & sixty cents (\$18,078.60). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Exhibit A titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
If included herein "Exhibit B" containing the maximum allowable labor and equipment rates.	See Exhibit B

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation  
6615 Centennial Blvd  
Nashville, Tn 37243-0360  
Att: Eva Flowers

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed

representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Eva P. Flowers TDOT Operations Technician Supervisor  
State of Tennessee Department of Transportation  
6615 Centennial Blvd. Nashville, Tn. 37243-0360  
eva.flowers@tn.gov  
Telephone # 615-350-4402  
FAX # 615-350-4142

The Contractor:

Jeff Mc Cormick  
City of Goodlettsville  
215 Cartwright Street, Nashville TN. 37072  
j.mccormick@goodlettsville.gov  
Telephone # 615-859-2740  
FAX # 615-851-4052

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF GOODLETTSVILLE:

---

CONTRACTOR SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

---

CONTRACTOR ATTORNEY SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

---

JOHN SCHROER, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

---

JOHN REINBOLD, GENERAL COUNSEL

DATE

**“EXHIBIT A”**  
**GUIDELINES COVERING MAINTENANCE**  
**OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

<b>Activity</b>	<b>Maintenance Work Type</b>	<b>Unit Of Measure</b>
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of the removal by mechanical sweeping, or other approved means, of dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas and ramps at interchanges as detailed below.







CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

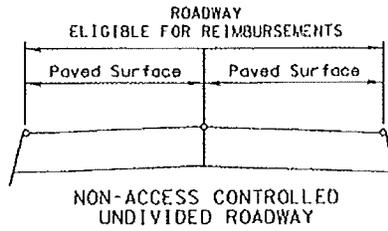


FIGURE 1A

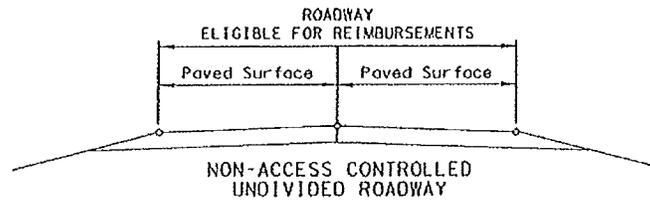


FIGURE 1B

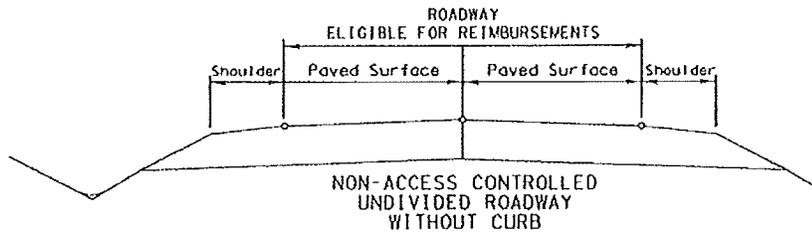


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

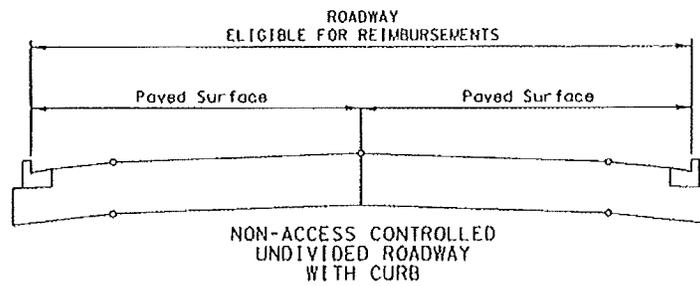


FIGURE 1D

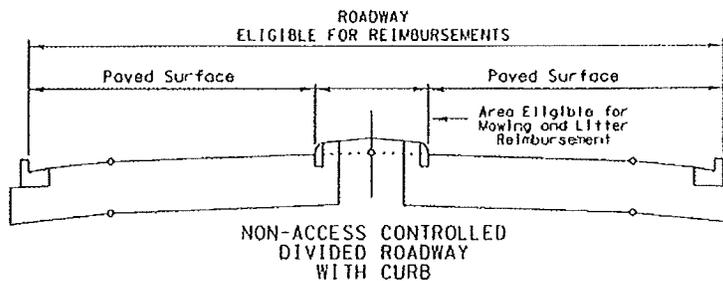


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

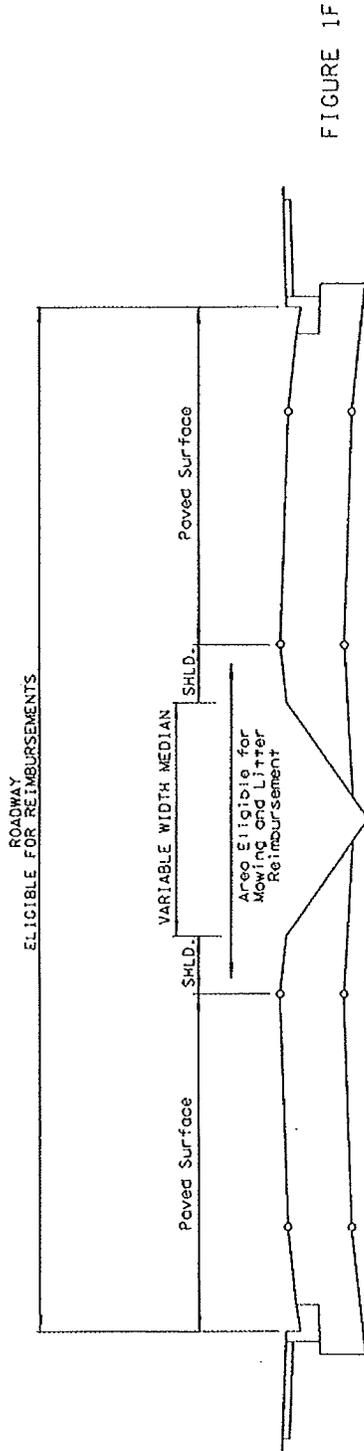


FIGURE 1F

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITH CURB

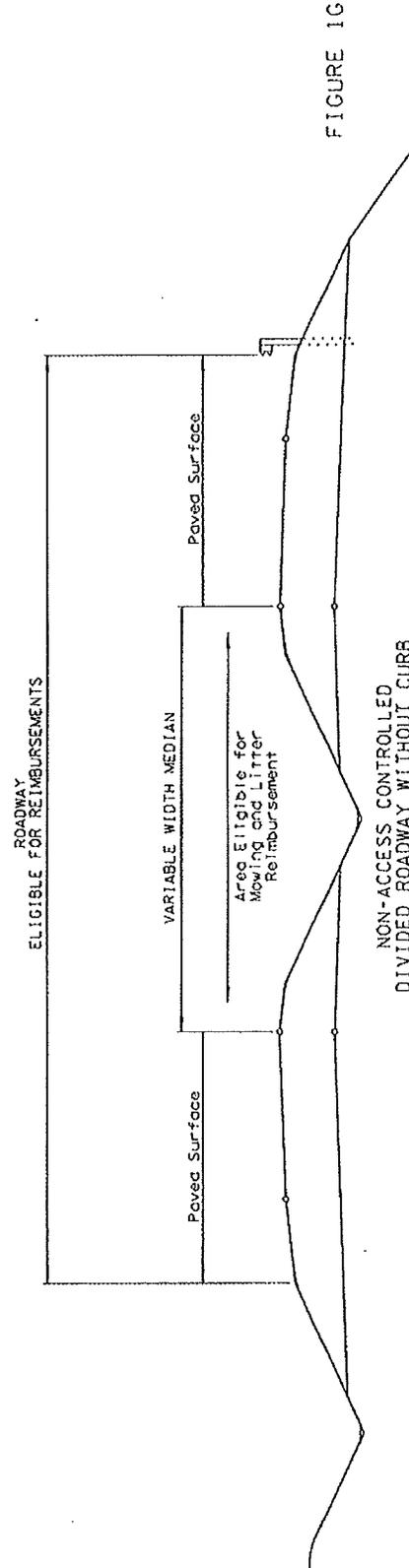


FIGURE 1G

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITHOUT CURB

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

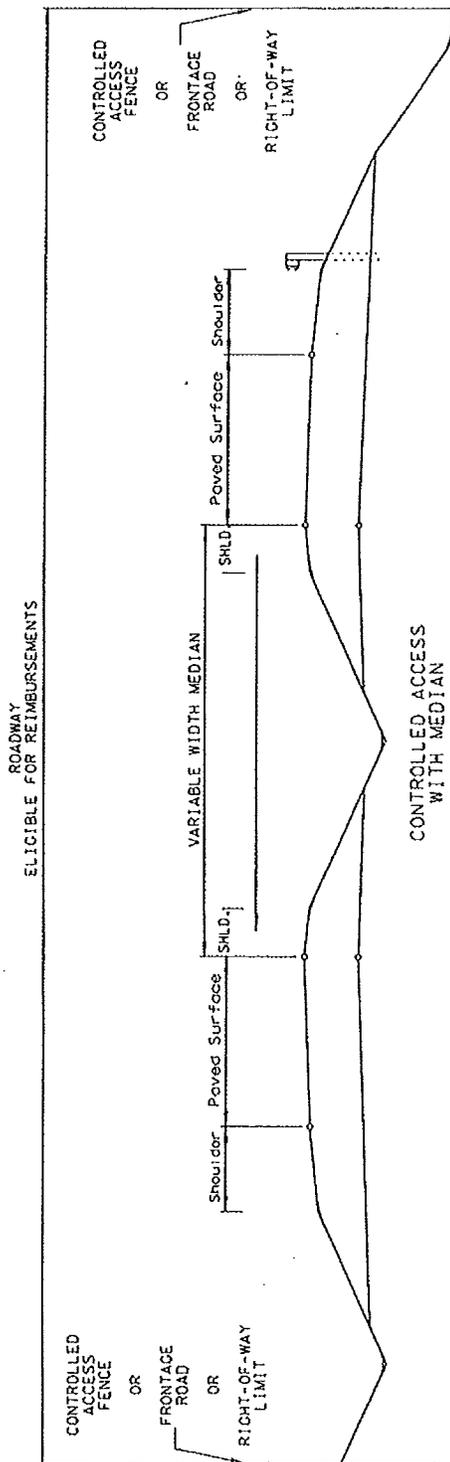


FIGURE 2A

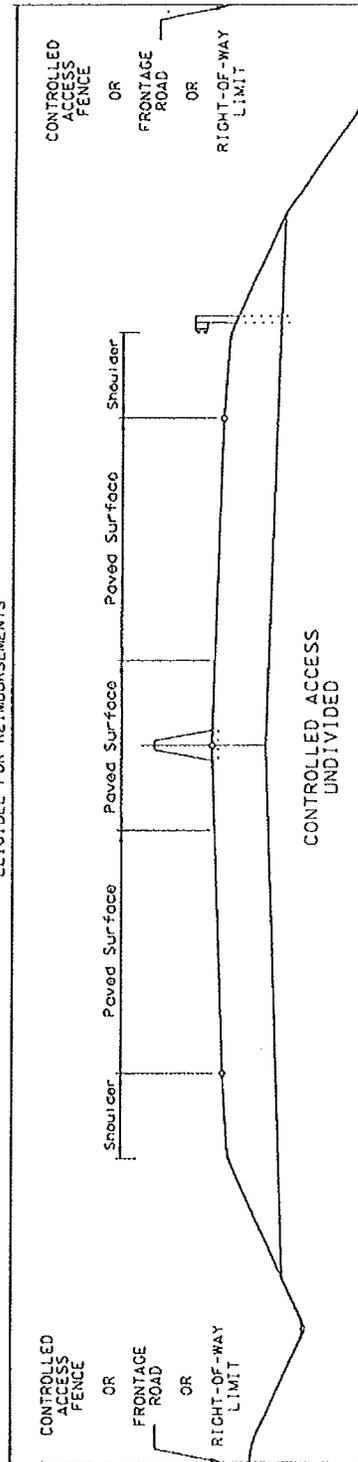


FIGURE 2B

**"EXHIBIT B"**  
**CITY OF GOODLETTSVILLE**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2017-2018 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

**"EXHIBIT B"**  
**CITY OF GOODLETTSVILLE**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2017-2018 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR



**RESOLUTION NO. 17-746**

**A RESOLUTION TO AMEND THE CITY OF GOODLETTSVILLE PERSONNEL POLICIES AND PROCEDURES MANUAL, BY CREATING A NEW SECTION ENTITLED EMPLOYEE EDUCATION INCENTIVE**

**WHEREAS**, it has been determined that certain amendments to the City of Goodlettsville Personnel Policies and Procedures are needed by the creation of a new employee incentive program, and

**WHEREAS**, the aforementioned changes would create a new section within the Personnel Policies and Procedures Manual entitled Employee Education Incentive;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THERE BE A NEW A NEW SECTION OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL ENTITLED EMPLOYEE EDUCATION INCENTIVE:**

**EMPLOYEE EDUCATION INCENTIVE:** Any full-time employee of the City of Goodlettsville, Tennessee that is employed within a position that has a paygrade of 17 or less in accordance to the adopted City of Goodlettsville Compensation plan shall receive the following adjustment in compensation:

**Associates Degree:** Two Percent (2%) increase in the base pay for the attainment of the aforesaid degree.

**Bachelor's Degree:** Four Percent (4%) increase in the base pay for the attainment of the aforesaid degree.

\*All degrees are to be earned from an institution listed on the U.S. Department of Education database of Accredited Postsecondary Institutions and Programs.

**THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.**

Adopted: May 25, 2017

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

**RESOLUTION NO. 17-747**

**A RESOLUTION APPROVING AN APPLICATION FOR THE TENNESSEE AGRICULTURE ENHANCEMENT PROGRAM FROM THE STATE OF TENNESSEE FOR THE PURPOSE OF FUNDING CERTAIN TREE PLANTINGS WITHIN THE CITY.**

**WHEREAS**, the State of Tennessee is accepting applications for the Staffing for the Tennessee Agriculture Enhancement Program (TAEP) Grant program, requiring a fifty percent (50%) match of the city; and,

**WHEREAS**, the City of Goodlettsville is eligible to participate in this grant program; and,

**WHEREAS**, it is to the benefit of the citizens of The City of Goodlettsville that this grant application be approved and submitted for various tree planting within the city but primarily along Conference Drive.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE:**

Section 1. That the City of Goodlettsville's application for the Tennessee Agriculture Enhancement Program (TAEP) Grant, with a required match of up to \$7,500.00, for the purpose of making certain tree planting improvements within the city, is hereby approved, and city staff is authorized to submit said application to the State of Tennessee.

Section 2. That the City of Goodlettsville assures the State of Tennessee that the City will match all grant funding awarded not to exceed \$7,500.00.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Date adopted: May 25, 2017

\_\_\_\_\_  
Mayor

Attest

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

\_\_\_\_\_  
Approved as to form and legality