



Board of Commissioners

April 11, 2019

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 March 28, 2019 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 19-934, an ordinance amending the City of Goodlettsville Municipal Code Title 20, by creating a new Chapter 4, entitled Hotel Motel Operation Regulations.

SECOND READING / PUBLIC HEARING

- b. Consider Ordinance 19-935, an ordinance amending the City of Goodlettsville Municipal Code Title 13, Chapter 3, Section 311, by creating a subsection 1 in regards to landscaping and vehicular sight distance.

SECOND READING

- c. Consider Ordinance 19-936, an ordinance amending the City of Goodlettsville Municipal Code Title 11, Chapter 7, Section 706 by deleting Section 706 in its entirety, as it relates to hotel registrations. **SECOND**

READING

8. New Business.

- a. Consider Ordinance 19-937, an Ordinance to amend the official zoning map of the City of Goodlettsville, Tennessee adopted per Ordinance 15-851 by rezoning property located at 466 Moncrief Avenue from Agricultural (A) to Medium Density Residential Zoning District (MDR-PUD), containing approximately 60.95 acres. Property identified as Parcel ID Nos. 02500005500, 02500005600 & 02500013500

FIRST READING

- b. Consider Resolution 19-846, 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.
- c. Consider Resolution 19-847, a resolution authorizing the City of Goodlettsville to participate in the Public Entity Partners “Safety Partners” Matching Grant Program.
- d. Consider Resolution 19-848, 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.

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

www.goodlettsville.gov

ORDINANCE NO. 19-934

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 20, BY CREATING A NEW CHAPTER 4, AS IT RELATES TO HOTEL AND MOTEL OPERATION STANDARDS.

WHEREAS, it has been determined that certain changes to the City of Goodlettsville Municipal Code are needed as it relates to hotel and motel operational regulations.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 20, CHAPTER 4 IS AMENDED AS FOLLOWS:

SECTION I. That a new Chapter 4 is hereby created entitled:

Chapter 4. – HOTELS / MOTELS OPERATIONAL REGULATIONS

Sec. 20-401 Purpose and definitions.

Purpose. The purpose of this ordinance is to ensure the continued availability of transient lodging within the City of Goodlettsville, proper maintenance of hotels and motels and to protect the health, safety and welfare of hotel and motel inhabitants. The requirements of this ordinance apply to those who occupy, visit, patronize, frequent, operate, keep, conduct, or own a hotel or motel within the City of Goodlettsville regardless of the date of the hotel or motel construction. This ordinance is essential to the public's interest, safety, health, and welfare, and this ordinance shall be liberally construed to effectuate its purposes.

Definitions.

"Hotel" or "motel" shall mean any structure consisting of one or more buildings, with more than five dwelling units with provisions for transient living, sanitation, and sleeping, that is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where temporary lodging of 30 days or less is offered for pay to persons. "Vehicle" is any car, truck, trailer, motorcycle, or other machinery used for transporting people or goods and is normally required to be registered with the State in order to be legally operated or towed on a public roadway.

"Guest" shall mean a person who is not a patron who is present on the premises of a hotel or motel with the express permission of (a) a guest or patron of the hotel or motel and (b) the owner, operator, keeper or proprietor of the hotel or motel.

"Visitor" shall mean a person who is not a patron or guest who is on the premises of a hotel or motel at the invitation of a patron or guest, but without the express permission of the owner, operator, keeper or proprietor of the hotel or motel.

Sec. 20-402 Provisions applicable to hotels and motels.

- (1) No hotel or motel located within the City shall allow any person to occupy such hotel or motel for more than thirty (30) days in succession nor more than sixty (60) days during a one hundred eighty-day period. No guest residing for more than fifteen (15) days in succession shall move from one room to another without a two (2) day vacancy in between.
- (2) Notwithstanding subsection (2) of this section, a stay in excess of the thirty (30) days in succession in a one hundred eighty-day period may occur in the following situations:
 - (a) Where there is a written contract or document between a hotel and a business, corporation, firm or governmental agency to house employees or individuals on valid work orders for up to ninety (90) days in succession in a one hundred eighty- day period;
 - (b) Where there is a written contract between a hotel and a governmental, charitable or insurance agency to house families in crisis who are receiving temporary housing assistance from said governmental, charitable or insurance agency for up to ninety (90) days in succession in a one hundred eighty-day period; or
 - (c) Where the City Manager or his or her designee authorizes in writing, a stay for an additional period of up to ninety (90) days to prevent patrons and their guests from becoming homeless. In the event that appropriate alternative housing can still not be obtained within ninety (90) days, this ninety-day period may be extended in writing by the City Manager; and
 - (d) The written contract, document, and authorization noted above shall be kept on file with any hotel operator and must be available for inspection; and
 - (e) No patron or guest residing for more than thirty (30) days in succession shall move from one room to another without a two (2) day vacancy in between.
- (3) Notwithstanding subsection (1), (2) or (3) of this section, an owner, operator, keeper or proprietor of a hotel or motel may allow up to two bona-fide employees to reside on premises for any hotel or motel with up to one hundred fifty (150) rooms, and may allow up to three bona-fide employees to reside on premises for any hotel or motel over one hundred fifty (150) rooms.
- (4) No owner, operator, keeper or proprietor of a hotel or motel shall provide lodging at an hourly rate.

Sec. 20-403 Responsibilities, access, and registration requirements.

- (1) Every owner, operator, keeper or proprietor of any hotel or motel shall, without delay, report violations of law to the City of Goodlettsville Police Department that were either

witnessed or made known to them by an employee, patron, guest, visitor or other person on the premises.

(2) Every owner, operator, keeper or proprietor of any hotel or motel shall, at all times during which the premises accommodates patrons, guests, or visitors maintain on duty a responsible front desk clerk capable of assisting, communicating, and cooperating with the police or other law enforcement officials in maintaining the public health, welfare, and safety.

(3) All information required to be procured and kept pursuant to this ordinance shall be provided to any federal, state, or local sworn law enforcement officer having the lawful power to arrest or cite, upon demand of the officer and a representation by said officer that a reasonable suspicion exists that such information is relevant to a then-pending inquiry or investigation. Nothing in this requirement shall be construed as giving any such officer any greater right or license to enter a room or invade privacy than the officer shall otherwise possess as a matter of law, probable cause, constitutional law, statutory right, or warrant.

(4) Every owner, operator, keeper or proprietor of any hotel or motel, shall keep a record of all rental agreements between the hotel or motel and all patrons and their guests. For the purposes of this section, the term "record" shall mean the hotel or motel's electronic guest registration system which stores guest identifying information. In the event the hotel or motel does not have an electronic guest registration system, the hotel or motel shall record the guest, patron and their guest's information in a paper record or reservation book. The following information, at a minimum, must be recorded at the time of registration and maintained for a period of no less than one hundred eighty (180) days after the rental agreement's termination:

- (a) The full name, phone number, and home address of each patron and guest;
- (b) The total number of occupants (patrons and guests) registered in each room;
- (c) The room number assigned to each patron and guest;
- (d) The day, month, year and time of arrival of each patron and guest;
- (e) The day, month, year each patron and each guest is scheduled to depart;
- (f) The rate charged and amount collected for rental of the room;
- (g) The method of payment for each room; and
- (h) The make, model, color, license plate number, and license plate state of the patron and guest's vehicle if the vehicle will be parked on the premises.

(5) Every owner, operator, keeper or proprietor of any hotel or motel shall require each patron to provide proper identification prior to renting a room. Proper identification is defined as a current and valid government issued photo identification card such as a driver's license, military identification card, state identification card, or passport. A record of the provided

identification shall be kept on file for the duration of the occupancy and for one hundred eighty (180) days thereafter. Unless the guest has registered by means of an electronic process.

(6) No person shall procure or provide lodging in any hotel or motel any services there from, through misrepresentation or production of false identification, or identification which misrepresents the identity of the person procuring or sharing in such lodging or service.

Sec. 20-404 Vehicles, Parking, and Registration.

- (1) All patrons and guests who wish to park a vehicle on hotel premises must register said vehicle with the hotel operator upon initial registration, during any future re-registration, or at any time after registration when they begin parking a vehicle on hotel premises. Hotel operators must record the vehicle's information in accordance with Section 20-403(5), unless registering by means electronic registration.
- (2) Every owner, operator, keeper or proprietor of a hotel and motel must provide patrons and guests registering a vehicle with a standardized placard that must at all times be hung from the vehicle's rear view mirror, placed on the vehicle's front dash, or affixed to the vehicle in a way that can be easily seen. At a minimum, the placard will contain the following information: hotel and motel name, vehicle registration number and state, and date of check-out. Any hotel or motel with gated and controlled access parking accessible only to employees and registered guests are exempt.
- (3) All vehicles must be parked in designated parking spaces. This section does not apply to oversized vehicles or trailers. Every owner, operator, keeper or proprietor of a hotel and motel must provide patrons and guests who have registered oversized vehicles or trailers a separate designated parking area for their vehicles.
- (4) All handicap parking must be in compliance with State and local laws.
- (5) All vehicles parked on any hotel's premises must be in good working order.
- (6) Vehicle maintenance in hotel parking lots is prohibited.

Sec. 20-405 Room requirements, equipment and services.

- (1) Every operator, owner, keeper, or proprietor of any hotel or motel shall keep and maintain in each and every rental unit, a telephone equipped to place a direct call to 911.
- (2) No operator, owner, keeper or proprietor of any hotel or motel shall rent or provide a room for any number of persons greater than the sleeping accommodations provided within the particular rental unit or temporary sleeping accommodations provided by the hotel or motel.
- (3) No operator, owner, keeper, or proprietor, patron, visitor or guest of any hotel or motel, shall be allowed to congregate within any room or single rental unit a number of persons which

is greater than two (2) times the number of persons for whom sleeping accommodations are provided within the single room or rental unit.

(4) Daily maid service shall be included within the standard room rate of any hotel or motel. Hotels or motels must keep written documentation of the dates and times each room was cleaned and visually inspected. A hotel or motel patron may not be permitted to deny maid service for more than two (2) consecutive days.

(5) No occupational tax certificate shall be issued for conduct of business from a guest room of a hotel or motel and no home occupation shall be conducted from such room.

(6) Each guest room of a hotel or motel shall meet all fire code requirements and have at a minimum working smoke alarms. The City of Goodlettsville Codes Department and / or Fire Marshalls office will perform no less than annually inspections of each hotel and motel and each guest room.

Sec. 20-406 Common area requirements and parking illumination.

(1) Exterior doors (other than lobby doors) shall be locked between the hours of 9:00 pm and 6:00 am.

(2) The open parking area and all areas surrounding any building or proposed building being a hotel or motel shall have an average maintained foot-candle intensity of at least one (1) foot-candle with a minimum allowable intensity of three-tenths of a foot-candle. The covered parking area of any hotel or motel shall have an average maintained foot-candle intensity of five-tenths of a foot-candle.

(3) Graffiti and other markings or insignia vandalism is required to be removed within 24 hours.

Sec. 20-407 Smoking.

(1) Smoking is prohibited in all hotel or motel spaces with the exception of designated smoking rooms. Designated smoking rooms in hotels rented by guests shall not comprise more than fifteen percent (15%) of the total number of rooms available for rent.

(2) Smoking is prohibited in exterior breezeways, stairwells, or within 25 feet of any guest room.

Sec. 20-408 Video Surveillance Systems.

(1) For the purpose of this section, "Video Surveillance System" (VSS) means a continuous digital surveillance system including cameras, cabling, monitors, and digital video recorders (DVR) which has been approved by the Chief of Police or his/her designee in accordance with this section.

(2) Every owner, operator, keeper or proprietor of any hotel or motel is required to install a VSS. All hotels and motels which have installed a VSS prior to the effective date of this ordinance

shall ensure said systems are in full compliance with this section and request an approval assessment from the Chief of Police or his/her designee within thirty (30) days of the effective date of this ordinance.

(3) All VSS shall be maintained in proper working order at all times, be kept in continuous operation 24 hours a day, 7 days a week, and meet the minimum technological standards established in this section. The hotel or motel shall retain the continuous digital images recorded by this system for no less than thirty (30) days.

(4) All VSS shall have no less than one camera dedicated to each register or check-out stand, entrance/exit, interior hallway and lobby, and parking lots or areas designated for customer and/or employee parking use. The placement of cameras included in VSS required under this section must be approved by the Police Department. The Chief of Police or his/her designee will conduct an assessment of each site required to install a VSS prior to installation of said system, and upon approval will issue an approval notice which will be placed in plain view inside the common area of the hotel or motel. This approval notice will also inform customers and employees of the presence of the VSS. Existing VSS at any hotel or motel as of the effective date of this ordinance will be evaluated to ensure full compliance with this section.

(5) The VSS shall be subject to regular inspection by the Chief of Police or his/her designee, who is authorized to inspect any such System at reasonable times to determine whether it conforms with this section. If the VSS does not conform, the hotel or motel in question shall take immediate steps to bring the system back into compliance.

Sec. 20-409 Violations and penalties.

(1) Any person or other entity violating the provisions of this article shall be punishable by a fine not to exceed \$50.00 per violation. Such persons shall be guilty of a separate offense for each and every day during which any violation of any provision of this article is committed, continued, or permitted by that person and shall be punished accordingly.

(2) The violation of the provisions of this article may be abated as a nuisance. (3) The violation of all provisions of this article by any person may be enjoined by instituting appropriate proceedings for injunction in any court of competent jurisdiction. Such actions may be maintained notwithstanding that other adequate remedies at law exist. Such actions may be instituted in the name of the Board of Commissioners.

Sec. 20-410 Responsibility for enforcement.

(1) The City of Goodlettsville Police Department and the City of Goodlettsville Codes Department shall have the responsibility for the enforcement of this section. Sworn officers of the City of Goodlettsville Police Department and civilian employees designated by the Chief of Police or the Director of Codes Enforcement shall have the authority to inspect establishments governed under this section during the hours in which the premises are open for business.

(2) These inspections shall be made for the purpose of verifying compliance with the requirements of this section and state law.

Sec. 20-411 Unlawful operation declared nuisance.

(1) Any hotel or motel operated, conducted or maintained contrary to the provisions of this article may be declared to be unlawful and a public nuisance. The city may, in addition, or in lieu of all other remedies, commence actions or proceedings for abatement, removal or enjoinder thereof, in the manner provided by state law and the City of Goodlettsville Code of Ordinances.

(2) No hotel or motel shall operate at any location nor on any premises which does not comply with all zoning, building code, fire safety code, and other ordinances and laws of the city and the state.”

SECTION II. Severability. If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.

SECTION III. Repealer. All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance is hereby repealed to the extent of the conflict.

SECTION IV. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR JEFF G. DUNCAN

Passed: _____

Passed: _____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

ORDINANCE NO. 19-935

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 13, CHAPTER 3, SECTION 311, BY CREATING A NEW SUBSECTION 1 AS IT RELATES TO LANDSCAPING AND VEHICULAR SIGHT DISTANCE.

WHEREAS, it has been determined that certain changes are needed as it relates to the City of Goodlettsville Municipal Code as it relates to landscaping and vehicular sight distance.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 13, CHAPTER 3, SECTION 311 BE AMENDED AS FOLLOWS:

SECTION I. That there hereby be created a new Section 301, Subsection 1 as follows:

13-311(1) All Landscaping shall be maintained in a condition that does not create a hazard to vehicular traffic or pedestrians on any highway, street, road, alley or any other public thoroughfare. It shall be the property owner's responsibility to mitigate any such issue immediately upon notice of such violation.

SECTION 2. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR JEFF G. DUNCAN

Passed: _____

Passed: _____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

CURRENT MUNICIPAL CODE / Amendment in Red

13-311. Landscape maintenance standards. It shall be unlawful for the owner of any building, structure or property located within all commercial, industrial, commercial planned unit development and multi-family dwelling zoning districts not to properly maintain landscaped areas of such premises. Maintained landscaped areas will include all trees, shrubs, ornamental grasses and ground cover associated thereto located on said properties. The property's landscape is to be maintained in a healthy and growing condition, and must immediately be replaced with plant material of similar size and variety if it becomes damaged, destroyed or removed. Landscaped areas shall be kept free of trash, litter, weeds and other such materials or plants not a part of the landscaping. (Ord. #10-737, April 2010)

(1) All Landscaping shall be maintained in a condition that does not create a hazard to vehicular traffic or pedestrians on any highway, street, road, alley or any other public thoroughfare. It shall be the property owner's responsibility to mitigate any such issue immediately upon notice of such violation.

ORDINANCE NO. 19-936

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 11, CHAPTER 7, SECTION 706, BY DELETING SECTION 706 IN ITS ENTIRETY.

WHEREAS, it has been determined that certain changes are needed as it relates to the City of Goodlettsville Municipal Code as it relates to hotel and motel registration of occupants.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 11, CHAPTER 7, SECTION 706 BE AMENDED AS FOLLOWS:

SECTION I. That Section 706 be deleted in its entirety

SECTION 2. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR JEFF G. DUNCAN

Passed: _____

Passed: _____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Section to be Deleted

WILL BE ADDRESSED IN ORDINANCE 19-934

11-706. Hotels, rooming houses, etc. registers and registration. (1) Every person operating a hotel or rooming house, engaged in the business of lodging transients, shall keep a book or register in which shall be listed the name and address of each of its guests or lodgers, together with the date of arrival and the date of departure.

11-12 Such book or register shall be kept so as to show arrivals and departures of guests for a period of at least six (6) months. Every person operating a hotel or rooming house and the employees thereof shall exhibit such book or register to any member of the police department upon the written request of the chief of police or the chief of the detective department. (2) It shall be unlawful for any person to write or cause to be written or knowingly permit to be written in any register in any hotel, lodging house, rooming house or other place whatsoever where transients are accommodated in the area of the City of Goodlettsville, any other or different name or designation than the true name of the person so registered therein, or the name by which such person is generally know.

ORDINANCE NO. 19-937

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY RE-DESIGNATING THE SUBJECT PROPERTY FROM THE AGRICULTURAL ZONING DISTRICT (A), TO A MEDIUM DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING DISTRICT (MDRPUD), AS DESCRIBED IN THE CITY OF GOODLETTSVILLE ZONING ORDINANCE.

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, reconstruction, alteration, and use of buildings, structures, and land for residence, business, commercial, manufacturing, and other specified uses; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to promoting and protecting the health, safety, morals, convenience, order, prosperity and other aspects of the general welfare and desirable influences within the city, and,

WHEREAS, The Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on April 1, 2019 to recommend its passage to the Board of Commissioners based on the property location, conceptual plan, and all accompanying documents submitted to review the feasibility of the application.

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

SECTION 1. That the Official Zoning Map adopted by Ordinance No. 15-851 entered on second reading on November 12, 2015 being the municipal zoning map of Goodlettsville, Tennessee, be and the same is hereby amended as follows:

By removing the Agricultural Zoning District, and re-designating the hereinafter described property as Medium Density Residential Planned Unit Development. Said area is attached as "EXHIBIT A" and described as follows:

PARCEL ID NO. 02500005500, 02500005600, & 02500013500 (466 MONCRIEF AVENUE) CONTAINING APPROXIMATELY 60.95 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR JEFF G. DUNCAN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 19-937

“EXHIBIT A”



RESOLUTION NO. 19-846

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: April 11, 2019

MAYOR JEFF G. DUNCAN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1

SURPLUS PROPERTY (RESOLUTION 19-846)

1. 2000 Ford Expedition
VIN #1FMPU18L8YLA11146

RESOLUTION NO. 19-847

A Resolution authorizing The City of Goodlettsville to participate in the PE Partners "Safety Partners" Matching Grant Program.

WHEREAS, the safety and well-being of the employees of the City of Goodlettsville is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Goodlettsville employees; and

WHEREAS, PE Partners seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program; and

WHEREAS, the City of Goodlettsville now seeks to participate in this important program.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE the following:

SECTION 1. The City of Goodlettsville is hereby authorized to submit application for a "Safety Partners" Matching Grant through PE Partners.

SECTION 2. That the City of Goodlettsville is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Passed: April 11, 2019

Mayor Jeff G. Duncan

City Recorder

Approved as to form and legality

City Attorney

RESOLUTION NO. 19-848

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: April 11, 2019

MAYOR JEFF G. DUNCAN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Looks good.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
The City of Goodlettsville

Checked 4/2/19 VN

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and The City of Goodlettsville, hereinafter referred to as the "Contractor," is for the provision of special agreement for (mowing, litter, sweeping) as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002859
Contract #: CMA2056

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 Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," or "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2019 ("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 Fifteen Thousand one Hundred ninety dollars and sixty eight cents (\$15,190.68). 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)
Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" or "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County"	See Exhibit A

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:

State of Tennessee Department of Transportation
 6615 Centennial Blvd
 Nashville, TN. 37243-0360

- 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:

Jennifer Jason Admin Service Asst.II
6615 Centennial Blvd
Nashville Tn. 37243-0360
Jennifer.Jason@tn.gov
Telephone # 615-350-4586
FAX # 615-350-4142

The Contractor:

Jeff McCormick
City of Goodlettsville
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:

CLAY BRIGHT, 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:

Activity	Maintenance Work Type	Unit Of Measure
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

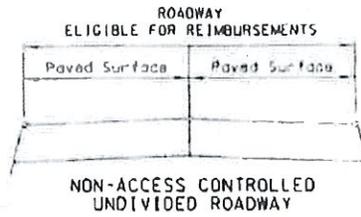


FIGURE 1A

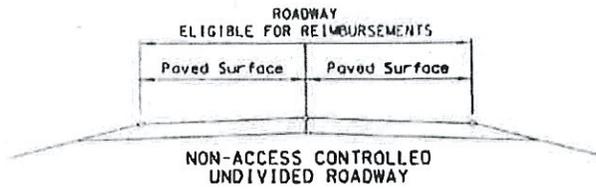


FIGURE 1B

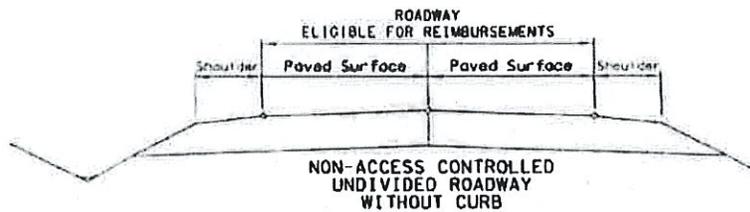


FIGURE 1C

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

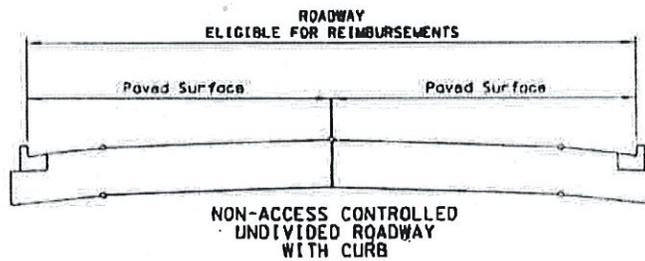


FIGURE 1D

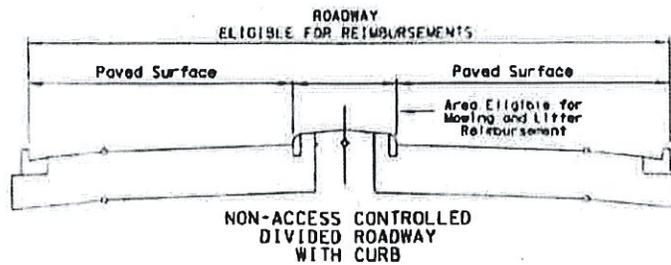


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

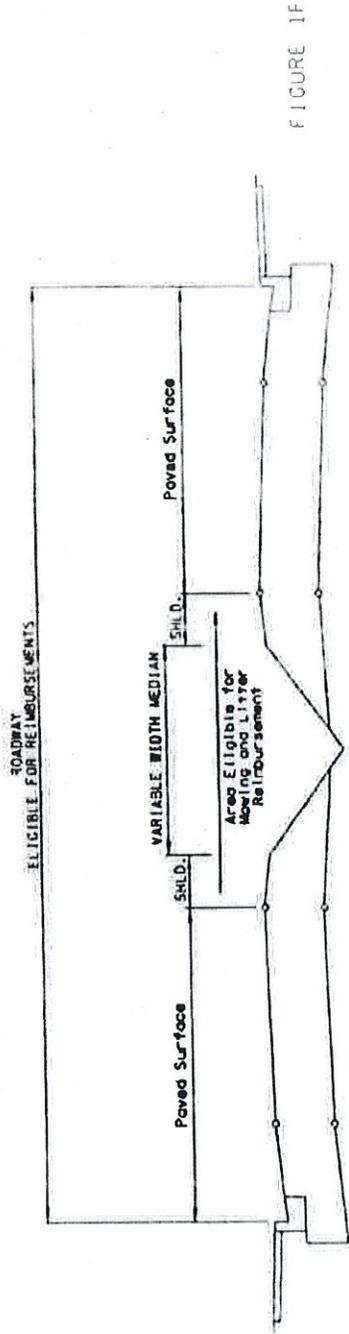


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

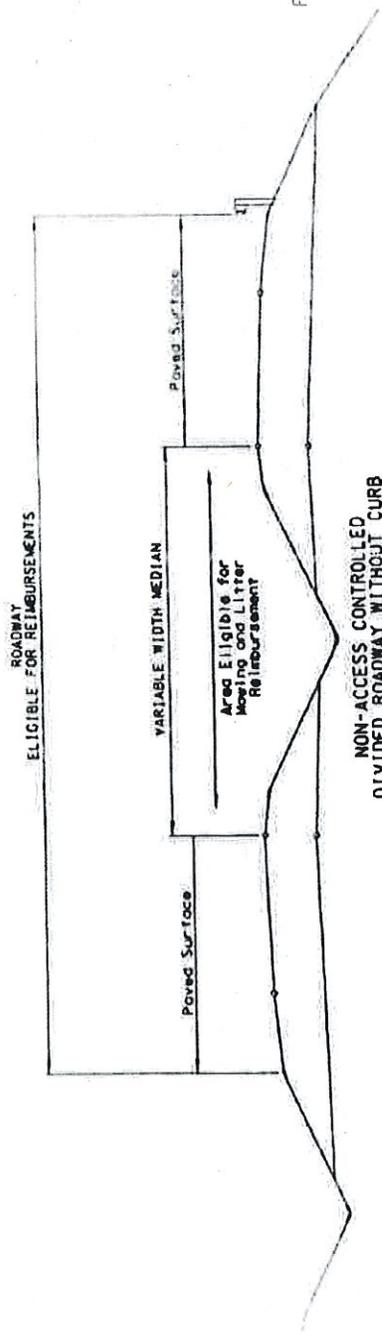


FIGURE 1G

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

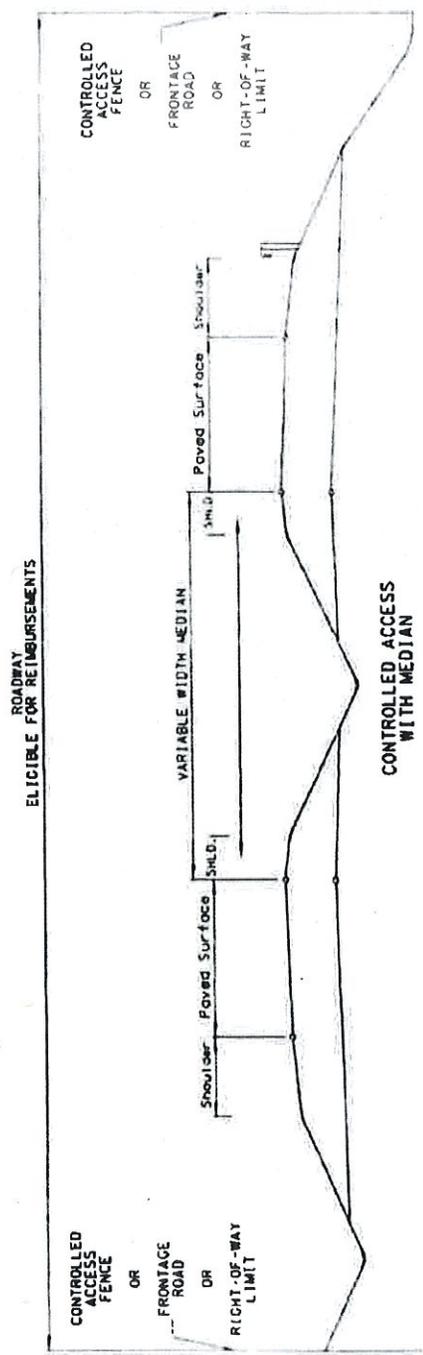


FIGURE 2A

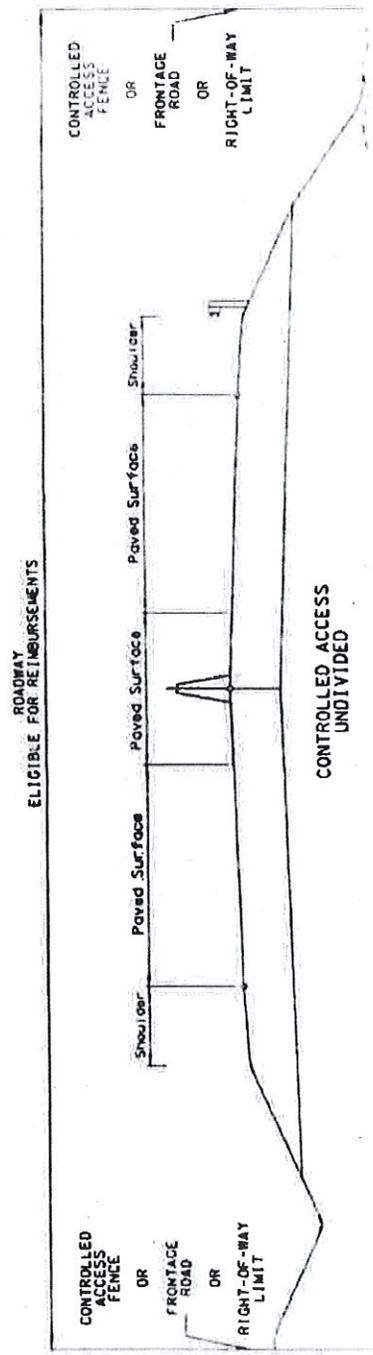


FIGURE 2B