



Board of Commissioners

September 26, 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 September 12, 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 19-951, an ordinance adopting tax rates for the City of Goodlettsville for the fiscal year July 1, 2019, thru June 30, 2020. **SECOND READING – PUBLIC HEARING**
 - b. Consider Ordinance 19-952, an ordinance to amend the City of Goodlettsville Municipal Code Title 17, Chapter 1, Section 109 by deleting Section 109 in its entirety and replacing it with a new Section 109 entitled special pickup, brush service, and bulk rubbish. **SECOND READING**
 - c. Consider Ordinance 19-953, an ordinance to abandon that portion of Right-of-Way known as Vecchione Drive, per the Manskers Heights Section Two (2) Subdivision, located to the east and west sides of Fannin Drive. **SECOND READING**
8. New Business.
 - a. Consider Resolution 19-873, a resolution authorizing the execution of an agreement between the City of Goodlettsville, Tennessee and PATH Company, LLC as it relates to streetlight energy evaluation services.

- b. Consider Resolution 19-874, a resolution establishing fees for bulk item curbside pick-up.
- c. Resolution 19-875, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee adopting the Goodlettsville, Tennessee Americans with Disabilities Act Self-Evaluation and Transition Plan.
- d. Resolution 19-876, a resolution designating Pinnacle Bank as the depository for Municipal Funds for a period of four years as was previously established by Ordinance 05-658 in accordance with Tennessee Code Annotated 6-22-120.
- e. Resolution 19-877, a resolution to approve a memorandum of understanding between the City of Goodlettsville and the Cumberland River Compact as it relates to Moss Wright Park streambank stabilization.

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. 19-951

AN ORDINANCE TO ADOPT TAX RATES FOR THE CITY OF GOODLETTSVILLE FOR THE FISCAL YEAR JULY 1, 2019 THRU JUNE 30, 2020.

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1701(a), requires that, in the event of a general reappraisal in a county, the municipality legislative body shall determine and certify a tax rate which will provide the same ad valorem revenue for that jurisdiction as was levied during the previous year; and

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1701(b), authorizes the State Board of Equalization to establish policies providing a procedure or formula for calculating the certified tax rate and Sumner County followed that procedure after reappraisal in 2019; and

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1702, authorizes a municipality legislative body to exceed the certified tax rate set according to *Tennessee Code Annotated*, Section 67-5-1701, by ordinance after advertising its intent to exceed the certified tax rate in a newspaper of general circulation in the county (with an affidavit of publication sent within thirty days after publication to the State Board of Equalization) and public hearing; and

WHEREAS, the City of Goodlettsville, Tennessee Board of Commissioners desires to levy a tax rate in excess of the certified tax rate;

NOW, THEREFORE, BE IT ORDAIED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, MEETING IN SESSION ON THE 26TH DAY OF SEPTEMBER 2019,

Section 1. A tax rate, in excess of the certified tax rate, is hereby levied as follows:

Davidson County Rate	\$0.91
Sumner County Rate:	\$0.79

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

ORDINANCE NO. 19-952

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 17, CHAPTER 1, SECTION 109 BY DELETING SECTION 109 IN ITS ENTIRETY AND REPLACING IT THE A NEW SECTION 109, ENTITLED SPECIAL PICK-UP, BRUSH SERVICE, AND BULK RUBBISH.

WHEREAS, it has been determined that certain updates to the City of Goodlettsville's Municipal Code as it relates to bulk item pick-ups are needed; and

WHEREAS, it is needed to clearly define what items are eligible to be picked up along the curb and what if any fees are to be applied to such a services.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE GOODLETTSVILLE MUNICIPAL CODE TITLE 17, CHAPTER 1, SECTION 109 IS HEREBY AMENDED BY DELETING SECTION 109 IN ITS ENTIRETY AND REPLACING IT THE A NEW SECTION 109 AS FOLLOWS:

Section 1. Special pickup, brush / limb, and bulk rubbish. All brush (tree limbs, shrubbery and hedge trimmings) must be placed at curbside or street side adjacent to the front property line with the cut ends facing the street. Limb or trunk size shall not exceed eight inches (8") in diameter or ten feet (10') in length. All brush shall be neatly stacked in an un-scattered manner and shall not be placed on top of water/gas meters or valves, piled against utility poles, or any item which could be damaged by collection equipment.

All leaves and grass clippings collected by the city shall be secured in paper bags and placed at the street or adjacent to a driveway that is accessible by city collection equipment.

Collection of residential bulk rubbish shall be free for no more than two (2) "brown goods" items per month (as defined in this section). Collection of all other residential bulk item, including white goods (as defined in this section), shall be performed after payment of a fee-for-service by the requesting residential property owner or occupant. Said fee shall be established by a resolution passed by the Goodlettsville Board of Commissioners.

Bulk rubbish must be placed at the street or adjacent to a driveway that is accessible by city collection equipment. Refrigerators and freezers shall have doors removed or secured, and shall have all contents removed. The City of Goodlettsville shall not be responsible for the collection and disposal of construction waste, bulk rubbish, yard waste or any other forms of solid waste generated or produced by contractors, tree trimmers, or persons doing work for profit or personal gain. The removal and disposal of such materials shall be the responsibility of the contractor, developer, or property owner.

Brown Goods is defined as furniture, bulky single items, and single items that does not fit within the ninety-six (96) gallon roll trash cart.

White Goods is defined as large household appliances.

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

ORDINANCE NO. 19-953

AN ORDINANCE TO ABANDON THAT PORTION OF RIGHT-OF-WAY KNOWN AS VECCHIONE DRIVE, PER MANSKERS HEIGHTS SECTION TWO (2) SUBDIVISION, LOCATED TO THE EAST AND WEST SIDES OF FANNIN DRIVE

WHEREAS, it has been discovered that a portion of right-of-way known as Vecchione Drive will never be used as a city street; and

WHEREAS, it is in the best interest of the City of Goodlettsville to abandon said right-of-way.

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

SECTION I. That the City Manager of the City of Goodlettsville, Tennessee, is hereby authorized to enter into any and all documents necessary to abandon a portion of right-of-way known as Vecchione Drive, per the Manskers Heights Section Two (2) Subdivision, located to the east and west sides of Fannin Drive.

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



RESOLUTION 19-873

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND PATH COMPANY, LLC. AS IT RELATES TO ENERGERY EVALUATION SERVICES.

WHEREAS, it has been determined that it is in the best interest of the City of Goodlettsville to evaluate energy usage as it relates to street lights; and

WHEREAS, PATH Company, LLC is one company that can perform such services.

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

SECTION 1. That the Board of Commissioners of the City of Goodlettsville, Tennessee authorizes the city manager to execute an agreement with PATH COMPANY, LLC. for Energy Evaluation.

SECTION 2. That the maximum compensation that PATH Company, LLC. will receive is \$37,500.00 during phase I of this project.

SECTION 3. This resolution is to take effect immediately upon adoption, the welfare of the citizens of Goodlettsville requiring it.

September 26, 2019

MAYOR JEFF G. DUNCAN

DATE

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

LED Benefits & Next Steps

Next Steps:

1. Professional Development Agreement (PDA) approved and signed
2. PATH performs investment grade audit (6-9 months)
 - PDA authorizes PATH to begin utility negotiations with NES
 - Once negotiations are complete, PATH audits streetlights and buildings
3. Final proposal presented and board votes to approve project (Post-Audit)



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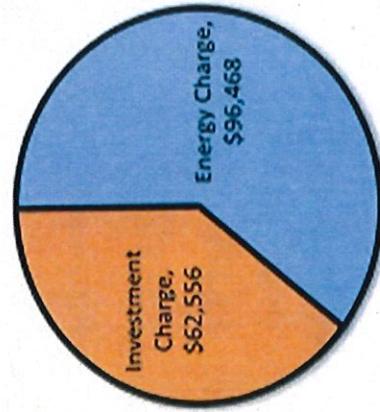
PATH™



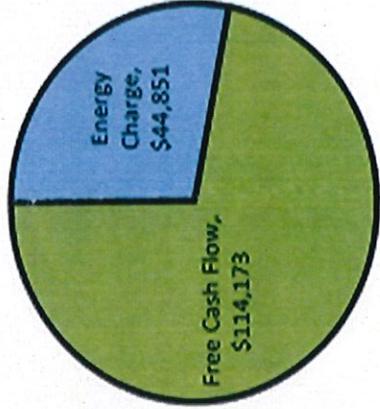
Annual Streetlight Budget

- Current State
 - Number of streetlights: ~1,500
 - Annual streetlight budget = \$159,024
 - Energy charge = \$96,468
 - Investment charge = \$62,556
- Future State
 - Full citywide LED lighting upgrade
 - New annual streetlight budget = \$44,851
 - Energy charge = \$44,851
 - Investment charge = eliminated

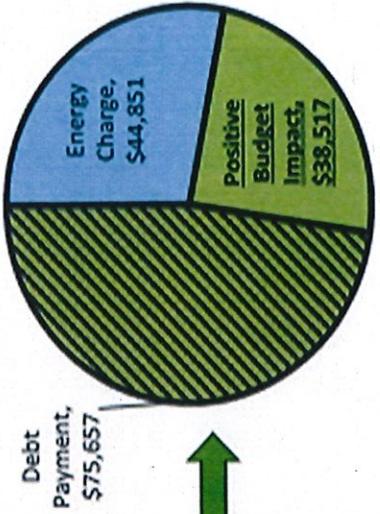
Annual Street Light Budget



Pre-Project



Post-Project



Debt Option

Project Development Agreement

BETWEEN

Goodlettsville, TN
105 South Main St.
Goodlettsville, TN 37072

AND

Path Company LLC
5885 Ridgeway Center Pkwy, Suite 108
Memphis, TN 38120

1. Purpose

The purpose of this Project Development Agreement (PDA) is to confirm the intent of City of Goodlettsville, TN (Customer) and Path Company LLC (PATH) to develop an Energy Efficiency Performance Contract. This agreement will provide the basis of the scope of the PDA; the obligations of both parties; the financial metrics to be met; the intended outcomes and proposed development timeline.

2. Energy Conservation Measures

PATH will provide an audit of all streetlights/facilities listed in Exhibit A. At a minimum, PATH will evaluate the following measures to provide net savings to the Customer:

1. LED street light retrofitting and upgrades
2. Additional other items as mutually agreed to and found during PDA process

3. Scope of Work

PATH will provide a scope of work, cost and savings calculation in the form of a Project Development (PD) tool for each measure identified as viable during the PDA audit process. PATH will provide a self-funding business case analysis of the proposed measures.

1. Utility Rate and Structure Negotiation
 - a. Negotiate new LED rate changes on behalf of the city.
 - b. Negotiate attachment fee with NES (if applicable).
2. Data aggregation
 - a. PATH will utilize historical data (24-36 months) to accurately evaluate current streetlight energy profile.
3. Site Assessment
 - a. Conduct a walk-thru of the city's streetlights and interview owner/operator, providing a summary of any problems or needs identified.
 - b. Measure key operating parameters and compare to design levels, as necessary.
 - c. Inventory all streetlights and record fixture specifications.
4. Energy and Financial Analysis
 - a. Estimate the approximate breakdown of energy use for significant end-use categories.
 - b. Describe each proposed measure, including existing conditions, impacts to occupants and maintenance, expected measure life, any needed repairs or training, as well as the savings calculation methodology.

- c. Estimate the energy, maintenance, and cost savings associated with each of the proposed measures and compare to first costs estimates to generate a financial performance indicator.
- d. Estimate the combined costs, savings, and financial performance indicator from implementing recommended bundle(s) of measures.

4. Deliverables

The result of the audit will include the following:

1. Existing streetlight inventory list
2. Interactive GIS map outlining existing streetlight locations and conditions
3. Detailed Historical Utility Bill Analysis
4. LED Streetlight Design
5. Interactive Project Development (PD) Tool
6. List of all Energy Conservation Measures (ECMs) identified during the audit
 - a. Capital Construction Cost for each ECM
 - b. Utility Savings projections for each ECM
 - c. Maintenance savings projections for each ECM
 - d. Associated 20 year customer cash flow for all selected ECMs

5. Records and Data

During the study, Customer will furnish to PATH upon its request: accurate and complete data concerning costs, budgets, facility requirements, future plans, facility operating requirements, etc. PATH will provide a separate document with the required information and Customer will make reasonable efforts to provide that information within 5 business days of request.

6. Preparation of Implementation Contract

Along with the other scope of work as outlined in Section 3, PATH will develop the framework of the subsequent Implementation Agreement. This Agreement shall be co-developed by PATH and Customer during the PDA. This document will vary dependent on the Customer desired financing structure, but where possible shall be standardized PATH documents for most expedient delivery.

7. Price and Payment Terms

Customer agrees to compensate PATH, \$37,500 (“Contract Price”) for the work described herein. The Contract Price for the work outlined in Section 3 of this Agreement will be performed in two (2) phases and will be valued in accordance with the schedule below:

Phase	Scope	Deliverable(s)	Scope of Work	Amount
1	Utility Rate & Structure Negotiation w/ NES	None	Section 3.1	\$0
2	LED Streetlight Audit & Analysis	Section 4.1-4.6	Section 3.2-3.4	\$37,500
Total	Complete Contract			\$37,500

Customer agrees to pay PATH within 30 days after the completion of the scope of work for each phase and delivery of the documentation (if applicable) to the Customer based on the schedule above. Each phase will have a different timeline based on the Notice to Proceed. PATH cannot proceed on any phase until a written Notice to Proceed (Exhibit B) is signed and delivered by the Customer based on the following dates:

1. **Phase 1:** If a Notice to Proceed is not received by October 1, 2019, this work is considered canceled and is removed from this Agreement (unless there is a mutually agreed extension provided by both the Customer and PATH).
2. **Phase 2:** If a Notice to Proceed is not received by March 1, 2020, this work is considered canceled and is removed from this Agreement (unless there is a mutually agreed extension provided by both the Customer and PATH).

8. Indemnity

PATH and the Customer agree that PATH shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of PATH. PATH agrees to indemnify and to hold Customer, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney’s fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents.

9. Confidentiality

This agreement creates a confidential relationship between PATH and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential and proprietary information (“Proprietary Information”). Proprietary Information shall mean any information of any form or characteristic designated by the disclosing Party, verbally or by writing, to be proprietary and/or confidential, or is otherwise known to the receiving Party as Proprietary Information at the time of its disclosure. Proprietary Information shall include, but is not limited to, specifications, designs, process information, technical data, marketing and business plans, vendors’ names, product road maps, pricing, prototypes, toolkits, software, and/or intellectual property that the disclosing Party considers to be protected by applicable laws. Proprietary Information shall also include analyses, notes, abstracts, summaries or other documents prepared by the receiving Party using the Proprietary Information of the disclosing Party.

PATH and Customer understand that this is a confidential project and agree, to the extent permitted by law, to keep and maintain confidentiality regarding its undertaking of this project.

10. Project Development Timeline

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently toward meeting the following timeline:

1. Signed Project Development Agreement (PDA) = ASAP
2. PATH to complete scope in section 3 = 360 days from date of executed PDA
3. Execute Implementation Agreement = 30 days after the delivery to the Customer of the documentation described in Section 4

11. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between PATH and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between PATH and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. All amendments must specifically indicate that it is an amendment, change, or modification to this Agreement.

Additionally, Customer agrees and confirms that neither PATH nor its employees have made any political promises to Customer employees, elected officials, and/or related parties that influenced the selection of PATH as the provider of this PDA. This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

PATH Company, LLC

City of Goodlettsville, TN

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

The following scope of work is included under this agreement:

1. All public street lights operated by City of Goodlettsville

Exhibit B – Notice to Proceed (Phase 1)

This **Notice to Proceed** for Phase 1 Scope is attached to and made an integral part of that certain Project Development Agreement dated _____, 2019 by and between Path Company LLC ("PATH") and City of Goodlettsville, TN, ("Customer") which provides as follows:

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize PATH to proceed with the completion of all work listed in Section 3.1 (Scope of Work) of this Agreement. All other terms and conditions of the Contract shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

PATH COMPANY, LLC:

CITY OF GOODLETTSVILLE:

By: _____

By: _____
(Signature in Ink)

(Signature in Ink)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B – Notice to Proceed (Phase 2)

This **Notice to Proceed** for Phase 2 Scope is attached to and made an integral part of that certain Project Development Agreement dated _____, 2019 by and between Path Company LLC ("PATH") and City of Goodlettsville, TN, ("Customer") which provides as follows:

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize PATH to proceed with the completion of all work listed in Sections 3.2 – 3.4 (Scope of Work) of this Agreement. All other terms and conditions of the Contract shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

PATH COMPANY, LLC:

CITY OF GOODLETTSVILLE:

By: _____

By: _____
(Signature in Ink)

(Signature in Ink)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION 19-874

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE ESTABLISHING FEES FOR BULK ITEM CURBSIDE PICK-UP.

Whereas, the City currently offers curbside bulk item pick-up; and

Whereas, certain fees need to be established for such services in accordance to Ordinance 19-952; and

Whereas, it has become necessary to amend the fees for the use of the Goodlettsville Event Center.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT FEES FOR CURBSIDE BULK ITEM PICK-UP IS ESTABLISHED AND LISTED IN EXHIBIT 1 OF THIS RESOLUTION BE ADOPTED EFFECTIVE NOVEMBER 1, 2019.

Mayor Jeff G. Duncan

City Recorder

Approved as to form and legality

Passed: September 26, 2019

City Attorney

EXHIBIT I

City of Goodlettsville Curbside Bulk Item Pick-up

FEE SCHEDULE

\$25.00 1-3 Items – In accordance to the following guidelines (1)

\$25.00 per item in excess of 3 – In accordance to the following guidelines (1)

(1) Collection of residential bulk rubbish shall be free for no more than two (2) “brown goods” items per month (as defined in this section). Collection of all other residential bulk item, including white goods (as defined in this section), shall be performed after payment of a fee-for-service by the requesting residential property owner or occupant.

DEFINITIONS

- *Brown Goods is defined as furniture, bulky single items, and single items that does not fit within the ninety-six (96) gallon roll trash cart.*
- *White Goods is defined as large household appliances.*

RESOLUTION 19-875

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE ADOPTING THE GOODLETTSVILLE, TENNESSEE AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

WHEREAS the City of Goodlettsville is committed to providing programs and services that are accessible to persons with disabilities, and

WHEREAS the City of Goodlettsville, a public entity and recipient of federal funds, recognizes its legal requirements to comply with the regulations of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (ADA), and other federal and state statutes and regulations concerning accessibility, and

WHEREAS the City of Goodlettsville will adhere to current ADA Accessibility Guidelines, ADA Standards for Accessible Design, and Public Rights-of-Way Accessibility Guidelines when constructing or altering its facilities and public rights-of-way, and

WHEREAS the Board of Commissioners have reviewed the City of Goodlettsville, Tennessee Americans with Disabilities Act Self-Evaluation and Transition Plan, which is attached to this resolution, and the Board finds that this Plan should be approved and implemented, and

WHEREAS this Plan shall supersede any other plan that may have previously been adopted.

NOW THEREFORE, BE IT RESOLVED that the attached City of Goodlettsville Americans with Disabilities Act Self-Evaluation and Transition Plan is hereby adopted by the Board of Commissioners of the City of Goodlettsville, Tennessee, on this 26th day of September, 2019.

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

MAYOR JEFF G. DUNCAN

Adopted: September 26, 2019
(Date)

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

RESOLUTION 19-876

A RESOLUTION DESIGNATING PINNACLE BANK AS THE DEPOSITORY FOR MUNICIPAL FUNDS FRO A PERIOD OF FOUR YEARS AS WAS PREVIOUSLY ESTABLISHED BY ORDINANCE 05-658 AND IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED 6-22-120.

WHEREAS, the City of Goodlettsville Municipal Charter requires the depository of municipal funds to be designated by ordinance; and

WHEREAS, Tennessee Public Chapter 277 requires that all banking services to be evaluated every four years, and

WHEREAS, the City of Goodlettsville has taken proposals for banking services in which four banks made proposals, and

WHEREAS, after careful evaluation of each proposal it was determined that Pinnacle Bank was the Bank that offered the most advantageous

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

SECTION 1. That the Board of Commissioners of the City of Goodlettsville, Tennessee authorize the execution of all documents necessary for Pinnacle Bank to serve as the Depository for Municipal Funds.

SECTION 2. That Pinnacle Bank is already designated as the Depository for Municipal Funds as approved by Ordinance 05-658 as required by Tennessee Code Annotated 6-22-120.

SECTION 3. This resolution is to take effect immediately upon adoption, the welfare of the citizens of Goodlettsville requiring it.

MAYOR JEFF G. DUNCAN

September 26, 2019

DATE

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

**Exhibit A-1
PROPOSAL FOR BANKING SERVICES
CITY OF GOODLETTSVILLE
GOODLETTSVILLE, TN**

Name of Submitting Bank Pinnacle Bank

The Bank will pay the 91 Day Treasury Investment Rate Plus _____ % Minus .43 % for Public Funds Checking and Minus .28 % for ICS.

Prior 12 month Average Balance \$18,000,000

BANK DEPOSITORY SERVICES	SERVICE PROVIDED (YES OR NO)	AVERAGE EST. ANNUAL VOLUME	BID CHARGE PER ITEM	ANNUAL SERVICE CHARGES
Account Maintenance/Fixed Service Charges:				
Master Account				
Checks Posted:				
General Fund/Accounts Payable		3000	\$0	\$0
Payroll ACH		26	\$0	\$0
"				
"				
Account Reconciliation Checks Sorted				
Deposits-Daily		260	\$0	\$0
Bank Drafts Deposited		100	\$0	\$0
Returned Checks		12	\$0	\$0
Research Charges (Est. # of Calls)		0		
Stop Payments		6	\$0	\$0
Wire Transfers:				
Incoming		5	\$0	\$0
Outgoing		5	\$0	\$0
Bank Transfers Between Accounts via Telephone or Facsimile		5	\$0	\$0

*See Page 3, Section IA

**Exhibit A-1
(Continued)**

BANK DEPOSITORY SERVICES	SERVICE PROVIDED (YES OR NO)	AVERAGE EST. ANNUAL VOLUME	BID CHARGE PER ITEM	ANNUAL SERVICE CHARGE
NSF Charges/Overdraft Charges				
Monthly Service Charge Report		12	\$0	\$0
ACH Transactions Payroll		5200	\$0	\$0
ACH , EFTPS Tax Payments		26	\$0	\$0
List Any/All Add'l Charges:				
Optional Services: Lockbox Program				
Remote Deposits				
" Purchasing Cards				

Total Proposed Bid

\$ 0.00

List in detail any other fees not included above:

RESOLUTION NO. 19-877

A RESOLUTION TO APPROVE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODLETTSVILLE AND THE CUMBERLAND RIVER COMPACT AS IT RELATES MOSS WRIGHT PARK STREAMBANK STABILIZATION

WHEREAS, the City of Goodlettsville has an immediate need for to perform certain streambank stabilization repairs; and.

WHEREAS, the Cumberland River Compact has received a Tennessee Department of Agriculture FY2016 EPA Section 319 Grant Program to perform certain streambank stabilization repairs at Moss-Wright Park; and,

WHEREAS, the city will pay the Cumberland River Compact \$150,000.00 as a part of their share of the project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT THE CITY MANAGER IS HEREBY AUTHORIZED TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODLETTSVILLE AND THE CUMBERLAND RIVER COMPACT AS IT RELATES MOSS WRIGHT PARK STREAMBANK STABILIZATION PROJECT.

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

MAYOR JEFF G. DUNCAN

Adopted: September 26, 2019
(Date)

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1

Memorandum of Understanding

between the Cumberland River Compact and the City of Goodlettsville

with respect to work to be performed on the Moss Wright Park Bank Stabilization and Mansker Creek Restoration Project, Phase Two

Purpose

The purpose of this Memorandum of Understanding is to formalize a mutual collaboration between the Cumberland River Compact ("CRC") and the City of Goodlettsville ("the City") in order to carry out a substantial stream restoration project in the Mansker Creek watershed, funded in part using federal funds disbursed to the Tennessee Department of Agriculture (TDA) from the US Environmental Protection Agency (EPA).

Background

The mission of the Cumberland River Compact is to enhance the health and enjoyment of the Cumberland River and its tributaries through education, collaboration, and action. Since 1997, the Cumberland River Compact and its members have worked to improve the quality of water in the Cumberland River Basin, and in doing so, to improve the quality of life of our basin's communities.

We believe that water quality and a healthy environment are fundamental to sustainable, strong local economies. Since our founding, we've worked cooperatively with local, state and federal agencies, farmers, businesses, technical professionals, local officials, neighborhood groups, and other watershed stakeholders who share this belief. All to ensure clean and abundant water resources that support, life, recreation, and economic well-being throughout the Basin.

The mission of the City of Goodlettsville is 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. The City's vision is that Goodlettsville will be community of choice, a hometown that honors its heritage; provides a safe, nurturing environment for its residents; safeguards community values; and encourages growth that will enhance quality of life.

As part of the Tennessee Department of Agriculture FY2018 EPA Section 319 Grant Program funding, the Cumberland River Compact was approved for funding for a project to be completed in conjunction with the City of Goodlettsville entitled "Moss Wright Park Bank Stabilization and Mansker Creek Restoration Project, Phase Two." This project intends to address water quality impairments in Mansker Creek, with the bulk of funding going to the repair of an eroded bank in Moss Wright park that is serving both as a source of sediment pollution in Mansker Creek and a threat to human health and property due to proximity to a walking path and athletic fields in the park. This project leverages existing budgetary commitments by the City to conduct these bank

repairs, incorporating this work into a larger project and allowing these investments to serve as a non-federal match for the Section 319 funding. Through this leveraging of City funds, we are able to more effectively make use of the City's planned investments in the bank repair while still achieving objectives of all Parties.

This project will help both the CRC and the City of Goodlettsville achieve our mutual goals of a healthier, safer environment and will benefit both our organizations.

Authorities and Agency Priorities

As noted in the state Non-Point Source Program's Request for Proposals for 319 funding, priorities from the Tennessee Department of Agriculture Non-Point Source Program include the following.

The highest priority for funding are projects that target waters of the state assessed as impaired from nonpoint source (NPS) pollution and published in the most recent edition of the 303(d) list by the Tennessee Department of Environment and Conservation (<http://www.tn.gov/assets/entities/environment/attachments/2012-final-303d-list.pdf>). The project's objective should be to identify the specific sources of NPS pollution and seek to eliminate them so that the water will fully support its designated uses. Preference is given to projects targeting small watersheds, where measurable water quality improvements are most likely to result after the project is completed.

The highest priority of the TN-NPS program is to implement conservation practices known as Best Management Practices (BMPs) and educational programs/materials that result in reduction of nonpoint source pollution to targeted, impaired waterbodies to such a significant degree that they are likely to be removed from the state's list of impaired waters [303(d) list] in the short-term.

This project will achieve these objectives through the primary bank stabilization, which is a best management practice for controlling sediment, as well as through additional on-the-ground BMP's and educational programs for controlling sediment, pathogens, and other non-point source pollution.

Collaboration Objectives

Through this MOU, the Cumberland River Compact and the City of Goodlettsville (hereafter referred to as "Parties") have as their objective to formalize a mutual collaboration with the purpose of planning and implementing best management practices and educational programs

within the Lower Mansker Creek Watershed. Management practices and educational activities can include the following activities and practices as described in the project proposal and mutually agreed upon by the parties.

- **Stabilization of a major eroded bank** (200ft long x15ft high) at Moss Wright Park using engineered and natural methods. This component of the project composes the majority of project costs.
- **2 Rain barrel presentations** in Goodlettsville to promote water conservation and stormwater reduction.
- **Stabilization of 500+ feet of minor eroded banks** using cedar revetments and/or coir logs
- **2 Creek Critter presentations** to elementary schools in the Goodlettsville/Hendersonville area.
- Planting or improvement of approximately **900 linear feet of 50-ft wide riparian buffer**, totaling a minimum of 1 acre of riparian buffer forest on public or private land
- Initiation of pet waste initiative by installing up to **5 pet waste bag dispensers** and **50,000 pet waste bags** to the city of Goodlettsville
- **5 stream cleanups** to remove trash from the creek
- **2 River Talks** educating the public on the project and erosion issues in urban watersheds, to be hosted by the CRC
- **2 water festivals** in Moss Wright Park to educate the public about water quality issues.
- **1 small scale depave, stormwater retrofit or other mitigation project** to convert existing impervious cover within the watershed.

This MOU seeks to facilitate the aforementioned efforts by outlining means of collaboration, communication, and implementation of activities. This MOU does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by all Parties, invite other partners to participate in the activities implemented under this MOU.

Responsibilities of the Parties

Within the context of this MOU, the Parties intend to work collaboratively to achieve the following goals.

Responsibilities of the Cumberland River Compact

- **Major bank stabilization in Moss Wright Park** – The CRC agrees to handle contractual obligations for the eroded bank, including receiving funds from the TDA and the City and handling reimbursement for the contractors. The CRC will pay the

contracted design, engineering, and construction companies and bill the City for the agreed portion of the project (described in City responsibilities below).

- **2 Rain barrel presentations** in Goodlettsville to promote water conservation and stormwater reduction. CRC will schedule and execute these programs.
- **Stabilization of minor eroded banks** – The CRC will scout locations and implement minor bank repairs (i.e. repairs that can be done internally using volunteer labor and without need for ARAP permits) using cedar revetments and/or coir logs
- **2 Creek Critter presentations** to elementary schools in the Goodlettsville/Hendersonville area. CRC will schedule and execute these programs.
- **Riparian Buffers** – The CRC will handle scouting and outreach to private landowners and organize and implement all plantings or improvements (i.e. invasive removal, etc.) of approximately 900 linear feet of 50-ft wide riparian buffer, totaling a minimum of 1 acre of riparian buffer forest on public or private land.
- **Pet Waste Bags and Dispensers** – The CRC agrees to provide a minimum of 100,000 pet waste bags and install up to 10 pet waste bag dispensers within the project area. Bags may be custom printed with relevant environmental tips
- **Stream cleanups** – the CRC agrees to supplement the City's existing stream cleanups by planning additional cleanups such that the total number of cleanups over 2017-2018 will be a minimum of 5. The CRC may also be able to provide supplies for city cleanups, depending on size and scope.
- **River Talks** – the CRC agrees to host two River Talks describing the project and/or water resources or other issues related to the project
- **Water festivals** – the CRC agrees to put on two water festivals (summer 2017/2018) in Moss Wright Park as part of the Park's Department's "Fun Fridays". The CRC will be responsible for management of the events, including contacting agencies to staff educational booths, providing entertainment, prizes, food, etc., and staffing events.
- **1 small scale depave, stormwater retrofit or other mitigation project** to convert existing impervious cover within the watershed. CRC will scout locations, coordinate with the City and private landowners and execute the projects.
- **Reporting** – As part of grant reporting requirements, the CRC will provide quarterly and annual reports detailing the progress made toward achieving the aforementioned project objectives. This report will be provided to the TDA and copies will also be provided to the City of Goodlettsville. At the close of the project the CRC will provide a final report to the TDA detailing project achievements. This report will also be provided to the City in order to help inform future collaboration and/or objectives of the Parties.
- **Procurement** - The Cumberland River Compact assumes all responsibility for compliance with 319 procurement regulations. The City of Goodlettsville shall be held harmless should any financial violations or discrepancies occur.

Responsibilities of the City of Goodlettsville

- **Major bank stabilization in Moss Wright Park** – in keeping with the budgetary breakdown for this component of the project of \$80,000 in federal match and \$150,000 budgeted by the City, the City agrees to reimburse the CRC for the project as the CRC invoices the city for their portion of incurred expenses. Schedule of invoices is expected to follow the calendar established by the engineers in their scope of work documentation.

If the initial bank repair project does not consume all \$230,000 set aside for this project component, either

- a.) the City will pay the full \$150,000 and some of the \$80,000 in federal funding will be moved to support other components of the larger project, or
- b.) the remaining portions of both the \$150,000 committed by the City and the \$80,000 in federal funds will be directed toward a subsequent bank repair project to be determined by the City and the CRC

- **Stabilization of minor eroded banks** – The City agrees provide assistance (as is possible) in finding locations for minor bank repairs (i.e. those that can be done internally using volunteer labor and without ARAP permits)
- **Riparian Buffers** – The City will assist with site location should there be suitable and desirable buffer locations on City property. The City agrees to provide details on future greenway plans, current buffer ordinances, etc. to assist in buffer planning
- **Pet Waste Bags and Dispensers** – the City agrees to assist the CRC in locating and approving suitable sites for additional Pet Waste Dispensers, and to receive pet waste bags for use in existing or new dispensers
- **Stream Cleanups** – the City agrees to keep the CRC apprised of any stream cleanups conducted by the City so that they may be tracked and included in project reports
- **Water festivals** – the City agrees to host the CRC for two water festivals (summer 2017 and 2018) in Moss Wright Park as part of the Parks Department's "Fun Fridays" program and assist with scheduling, permitting, advertising, and any other administrative details as is possible (and as typical for other "Fun Friday" events)
- **The City agrees to keep the CRC apprised of any other City objectives (relating to stormwater, MS4 permitting, etc.) that may be impacted by the project, so that any alterations to project tasks and schedule can be made as needed.**
- **The City agrees to track any time spent by City employees on any of the above projects (including time spent in meetings) and provide the CRC with estimated monetary values of such work upon request.** These figures will be considered part of the non-federal match for the project and will help the Parties achieve their reporting objectives for the TDA. The City agrees to a non-binding goal of \$5,000 in in-kind salary match over the two year period. This value is likely to be exceeded, but the City will continue to track time spent once the goal is reached, as exceeding

the matching goal will strengthen future grant proposals for addressing other parts of the watershed.

Individual project components may be altered, added, or removed as needed, and with the consent of all Parties, in order to accomplish the overall goal of effectively using federal, City, and CRC resources to achieve overall objectives of improving the health of Mansker Creek and the safety of Goodlettsville residents.

In addition, the Parties intend to meet no less frequently than quarterly in order to track the progress related to the abovementioned activities and discuss project planning.

Principal Contacts

The principal contacts for each of the Parties will be

For the Cumberland River Compact

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Amy Mitchell, CPRP
Director of Parks, Recreation & Tourism

These principal contacts may be changed at any time by means of advance notice to the other Party.

Commencement/Duration

This MOU takes effect when signed by all Parties and will remain in effect for a period of 24 months. This MOU may be extended or modified at any time per the mutual written consent of the parties.

Compliance with Laws

The Parties will observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this MOU.

Approval

In witness whereof, the Parties execute this Memorandum of understanding in duplicate, effective as of the last date written below.

For the Cumberland River Compact

Mekayle Houghton
Executive Director

Date

For the City of Goodlettsville

Tim Ellis
City Manager

Date