



Board of Commissioners

May 28, 2020

6:30 PM

City Hall – Massie Chambers

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.
3. Reading of the minutes of the May 14, 2020 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.
8. New Business.
 - a. Consider Ordinance 20-970, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget for the fiscal year beginning July 1, 2020 through June 30, 2021. **FIRST READING**
 - b. Consider Ordinance 20-971, an ordinance to amend the sign regulations of the zoning ordinance to include defined criteria for increased interstate sign zone area based on location of sign. **FIRST READING**
 - c. Consider Resolution 20-922, a resolution to approve a contract between the City of Goodlettsville, Tennessee and the State of Tennessee Department of Transportation for the maintenance of certain State of Tennessee Right-of-Way.
 - d. Consider Resolution 20-923, a resolution amending a contract between the City of Goodlettsville and the State of Tennessee Department of Transportation as it relates to project number 120327.00-Long Hollow Pike / Conference Drive Signal Synchronization.

- e. Consider Resolution 20-924, 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.

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 # 20-970

**AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE,
ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2020 THROUGH JUNE 30, 2021.**

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

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

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

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

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

General Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Local Taxes	\$ 11,152,537	\$ 11,650,217	\$ 10,556,930
Intergovernmental Revenue	\$ 2,459,280	\$ 2,526,621	\$ 2,584,740
Fines and Forfeitures	\$ 286,864	\$ 205,206	\$ 225,000
Licenses and Permits	\$ 312,084	\$ 442,478	\$ 243,162
Charges for Services	\$ 294,130	\$ 158,066	\$ 167,200
Other Financing Sources	\$ -	\$ -	\$ 107,000
Transfers from Other Funds	\$ -	\$ -	\$ -
Miscellaneous Revenue	\$ 206,695	\$ 336,969	\$ 76,800
Total Revenue	\$ 14,711,590	\$ 15,319,557	\$ 13,960,832
Fund Balance	\$ 8,140,346	\$ 6,616,029	\$ 6,698,348
Total Available Funds	\$ 22,851,936	\$ 21,935,586	\$ 20,659,180

Drug Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Court Fines and Costs	\$ 31,597	\$ 30,135	\$ 40,000
Miscellaneous	\$ 50	\$ 18,200	\$ -
Transfers from General Fund	\$ -	\$ -	\$ -
Total Revenue	\$ 31,647	\$ 48,335	\$ 40,000
Fund Balance	\$ 93,215	\$ 88,652	\$ 73,122
Total Available Funds	\$ 124,862	\$ 136,987	\$ 113,122

Electronic Citation Fee	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Fines and Fees	\$ 7,380	\$ 5,164	\$ 7,000
Miscellaneous Revenue	\$ -	\$ -	
Total Revenue	\$ 7,380	\$ 5,164	\$ 7,000
Fund Balance	\$ 6,402	\$ 13,782	\$ 12,946
Total Available Funds	\$ 13,782	\$ 18,946	\$ 19,946

Sanitation Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Service Fees	\$ 1,067,679	\$ 1,065,695	\$ 970,500
Miscellaneous Revenue	\$ 19,864	\$ 21,266	\$ 15,000
Grant Proceeds	\$ -	\$ 67,217	\$ -
Total Revenue	\$ 1,087,543	\$ 1,154,178	\$ 985,500
Fund Balance	\$ 307,915	\$ 361,562	\$ 293,759
Total Available Funds	\$ 1,395,458	\$ 1,515,740	\$ 1,279,259

Tourism Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Hotel/Motel Tax	\$ 820,210	\$ 700,000	\$ 450,000
Miscellaneous Revenue	\$ 95,715	\$ 66,525	\$ 79,900
	\$ -	\$ -	\$ -
Total Revenue	\$ 915,925	\$ 766,525	\$ 529,900
Fund Balance	\$ 911,527	\$ 1,010,287	\$ 884,282
Total Available Funds	\$ 1,827,452	\$ 1,776,812	\$ 1,414,182

Capital Projects Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Grant Revenue	\$ 306,306	\$ 261,662	\$ 9,973,886
Loan Proceeds	\$ 553,972	\$ 272,107	\$ 2,292,227
Transfer from General Fund	\$ -	\$ -	\$ -
Total Revenue	\$ 860,278	\$ 533,769	\$ 12,266,113
Fund Balance	\$ 225,699	\$ (498,422)	\$ (593,780)
Total Available Funds	\$ 1,085,977	\$ 35,347	\$ 11,672,333

Sewer Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Sewer User Fees	\$ 5,054,539	\$ 4,980,820	\$ 4,808,650
Sewer Tap Fees	\$ 53,500	\$ 129,850	\$ 55,000
Other Fees	\$ 8,550	\$ 8,775	\$ 7,000
Non Operating Revenue	\$ 242,055	\$ 158,914	\$ 178,000
Other Financing Sources	\$ -	\$ -	\$ -
Total Revenue	\$ 5,358,644	\$ 5,278,359	\$ 5,048,650

Stormwater Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Utility Fees	\$ 864,820	\$ 1,186,800	\$ 900,000
Miscellaneous Revenues	\$ 57,553	\$ 75,462	\$ 67,500
Total Revenue	\$ 922,373	\$ 1,262,262	\$ 967,500
Fund Balance	\$ 1,314,463	\$ 1,355,320	\$ 1,313,216
Total Available Funds	\$ 2,236,836	\$ 2,617,582	\$ 2,280,716

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

General Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
General Government	\$ 2,840,727	\$ 2,892,882	\$ 2,597,854
Police	\$ 5,821,072	\$ 5,592,811	\$ 5,360,137
Fire	\$ 2,478,614	\$ 2,530,405	\$ 2,493,324
Hwys and Streets	\$ 2,242,489	\$ 1,933,251	\$ 1,412,552
Parks and Recreation	\$ 2,077,112	\$ 1,729,580	\$ 1,537,641
Debt Service	\$ 828,633	\$ 784,199	\$ 526,010
Transfers to Other Funds	\$ -	\$ -	\$ -
Total Appropriations	\$ 16,288,647	\$ 15,463,128	\$ 13,927,518

Drug Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Operating Expenditures	\$ 36,210	\$ 35,865	\$ 40,000
Debt Service	\$ -	\$ -	\$ -
Capital Expenditures	\$ -	\$ 28,000	\$ 60,000
Miscellaneous	\$ -	\$ -	\$ -
Total Appropriations	\$ 36,210	\$ 63,865	\$ 100,000

Electronic Citation Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Operating Expenditures	\$ -	\$ 6,000	\$ 7,000
Capital Outlay	\$ -	\$ -	\$ -
Total Appropriations	\$ -	\$ 6,000	\$ 7,000

Sanitation Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Operating Expenditures	\$ 1,033,895	\$ 1,047,900	\$ 1,091,617
Debt Service	\$ -	\$ -	\$ -
Capital	\$ -	\$ 174,082	\$ 40,000
Total Appropriations	\$ 1,033,895	\$ 1,221,982	\$ 1,131,617

Tourism Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Administration	\$ 550,279	\$ 633,053	\$ 639,623
Historic Sites	\$ 125,873	\$ 117,076	\$ 45,500
Economic Development	\$ 54,128	\$ 49,169	\$ 27,700
Tourism	\$ 86,885	\$ 93,232	\$ 45,000
Total Appropriations	\$ 817,165	\$ 892,530	\$ 757,823

Capital Projects Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Main Street Redevelopment	\$ 362,691	\$ 308,251	\$ 9,178,773
Conference Drive Enhancement	\$ 29,091	\$ 25,077	\$ 230,328
Hwy 31/41 lighting	\$ 554,102	\$ -	\$ -
CMAQ Project-Conference Dr	\$ 5,632	\$ 17,672	\$ 1,534,257
Sidewalk Tap Project	\$ -	\$ 12,230	\$ 724,040
LPRF Grant Splash Pad Proj	\$ 561,273	\$ 17,413	\$ -
Greenway	\$ 71,611	\$ -	\$ -
Total Appropriations	\$ 1,584,400	\$ 380,643	\$ 11,667,398

Sewer Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Operating Expenses	\$ 5,562,427	\$ 5,103,058	\$ 4,588,473
Interest Expense	\$ 174,515	\$ 190,902	\$ 148,701
Payment in Lieu of Tax	\$ 126,942	\$ 135,000	\$ 135,000
Capital	\$ 777,624	\$ 2,225,000	\$ 1,800,000
Total Appropriations	\$ 6,641,508	\$ 7,653,960	\$ 6,672,174

Stormwater Fund	FY 2019 Actual	FY 2020 Estimated	FY 2021 Proposed
Operating Expenses	\$ 395,086	\$ 505,321	\$ 478,855
Non-Operating Expenses	\$ -	\$ -	\$ -
Capital	\$ 486,430	\$ 799,044	\$ 1,767,850
Total Appropriations	\$ 881,516	\$ 1,304,365	\$ 2,246,705

SECTION 3. At the end of the fiscal year 2020, the governing body estimates balances/deficits as follows:

General Fund	\$ 6,731,662
Drug Fund	\$ 13,122
Electronic Citation Fund	\$ 12,946
Sanitation Fund	\$ 147,642
Tourism Fund	\$ 656,359
Stormwater Fund	\$ 34,011
Capital Projects Fund	\$ 4,935

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

Bonded or Other Indebtedness	Debt Outstanding 06/30/20	New Debt Issued FY20-21	Debt Redemption	Interest Requirements	Debt Outstanding 06/30/21
Bonds	\$ 2,286,055	\$ -	\$ 346,055	\$ 53,828	\$ 1,940,000
SRLF	\$ 5,427,813	\$ -	\$ 365,356	\$ 148,701	\$ 5,062,457
Notes	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Leases	\$ 91,223	\$ 140,000	\$ 117,723	\$ 8,404	\$ 113,500
Other Debt	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 7,805,091	\$ 140,000	\$ 829,134	\$ 210,933	\$ 7,115,957

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

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Grants
Main Street Redevelopment	\$ 9,178,773	\$ 7,692,942
Conference Drive Improvements	\$ 230,328	\$ 184,262
Conference Drive CMAQ	\$ 1,534,257	\$ 1,534,257
Sidewalk Tap Project	\$ 724,040	\$ -
Parks Garbage Truck	\$ 107,000	\$ -
Parks Tractor	\$ 22,860	\$ -
Paving	\$ 600,000	\$ -
Police Laptops	\$ 60,000	\$ -
Sanitation Trash Carts	\$ 40,000	\$ -
Stormwater Improvements	\$ 1,492,850	\$ -
Sewer Rehab Projects	\$ 1,800,000	\$ -
	\$ 15,790,108	\$ 9,411,461

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

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

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

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

SECTION 10. The following property tax rates are hereby imposed on all real and personal property:
 Davidson County-\$0.91 per \$100 of assessed value.
 Sumner County -\$0.79 per \$100 of assessed value.

SECTION 11. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 12. This ordinance shall take effect on July 1, 2020, the public welfare requiring it.

Passed First Reading: _____

Passed Second and Final Reading:

Mayor Jeff G. Duncan

Approved as to form and legality:

City Recorder

City Attorney

ORDINANCE 20-971

AN ORDINANCE TO AMEND THE SIGN REGULATIONS OF THE ZONING ORDINANCE TO INCLUDE DEFINED CRITERIA FOR INCREASED INTERSTATE SIGN ZONE AREA BASED ON THE LOCATION OF SIGN

WHEREAS, the Sign Regulations Section of the City's Zoning Ordinance, intent and purpose includes protecting the value of property and improvements thereon and the quality of life by enhancing the appearance of streetscapes of the city, and;

WHEREAS, the Sign Regulations Section of the City's Zoning Ordinance, intent and purpose includes ensuring that signs are appropriate to their surroundings, aesthetically pleasing, appropriately scaled and integrated with the surrounding landscape, and;

WHEREAS, The Goodlettsville Planning Commission at the May 21, 2020 scheduled meeting voted to recommend its passage to the Board of Commissioners and discussed that this amendment is to provide increased high rise sign area for improved visibility from I-65 based on the location of the high rise from the roadway providing direct access to the property to protect the street scape appearance and to ensure the increased signage area would not create a negative visibility issue onto adjacent residential areas. The amendment only applies to sign area not sign height and to properties within the defined Interstate Sign Zone maps,

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 Ordinance No. O6-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended by deleting section 14-305 (2)(b) and replacing with new section as listed in as shown in "EXHIBIT A"

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) day 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 20-971

“EXHIBIT A”

Amendment#1 14-305 (2) (b) – *bold italics below*

(2) Interchange sign zone. Within the area of the interchanges of I-65 and Rivergate Parkway, Long Hollow Pike, and U.S. 31W identified as "Interstate Sign Zone" as shown on the attached maps, the following provisions shall apply and be in addition to and supplement § 14-305(1). All other pertinent provisions of § 14-305(1) remain as applicable.

(a) Signs installed under this section, the maximum height for a pole sign shall be sixty feet (60') and the minimum height shall be forty feet (40') and the pole sign is to be located between the back of the primary building and the rear property line unless the property contains site limitations that prevent the sign installation and if the sign location would create limited sign visibility as determined during site plan review.

(b) The maximum display surface area for a pole sign shall be

one hundred seventy-five (175) square feet. *The Planning Commission in review of a project site plan for a property within the Interstate Sign Zone designated areas may permit an increased sign area (not an increased sign height) for a high rise sign based on the distance the high rise sign is located from the roadway providing direct access to the property per the following sign area increases. The Planning Commission shall review all requests for increased sign area subject to protecting the streetscape appearance of the roadway providing direct access to the property with the sign and the visibility of the increased signage area from adjacent residential areas. A high rise sign located between 200 feet and 300 feet from the roadway providing direct access may be permitted a ten (10%) sign area increase in sign area, 300 feet -400 feet from roadway providing direct access may be permitted a twenty (20%) percent increase in sign area, and a sign exceeding 400 feet from the roadway providing direct access may be permitted a maximum thirty (30%) percent increase in sign area.*

Such display surface area shall include all permitted signage such as changeable copy and price signs. Any changeable copy sign shall be limited to no more than fifty percent (50%) of the total sign square footage, except that any changeable copy sign within one hundred fifty feet (150') of the interstate right-of-way may be one hundred percent (100%) of the sign square footage.

(c) Wall signs shall be a maximum size of fifteen percent (15%) of the area of the wall upon which they are mounted.

(d) A maximum of one (1) pole sign shall be permitted on a property and any additional non-building sign permitted based on property frontage shall be a ground sign

RESOLUTION NO. 20-922

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

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

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

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

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

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

Adopted: May 28, 2020

MAYOR JEFF G. DUNCAN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Looks good.

Reviewed 5.13.20 VN

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

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

Contractor Edison Registration ID # 0000002859
Contract #: CMA 2158

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, 2020 ("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 cent (\$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)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	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

- (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 # 615-851-4062

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

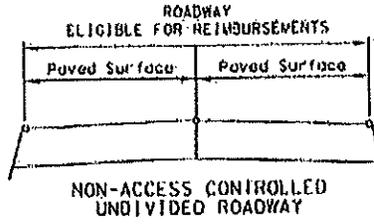


FIGURE 1A

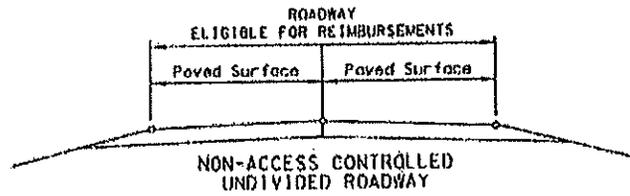


FIGURE 1B

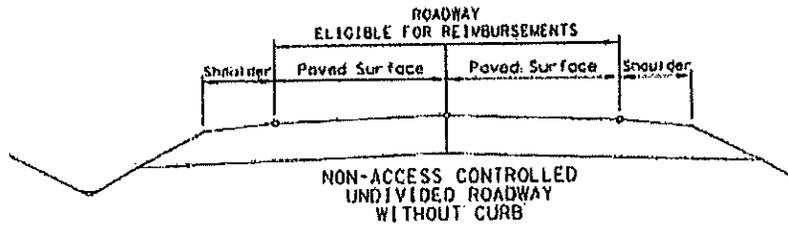


FIGURE 1C

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

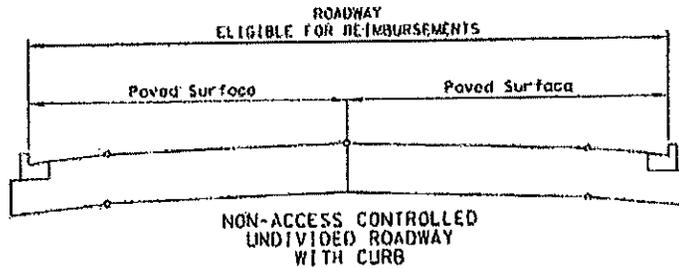


FIGURE 1D

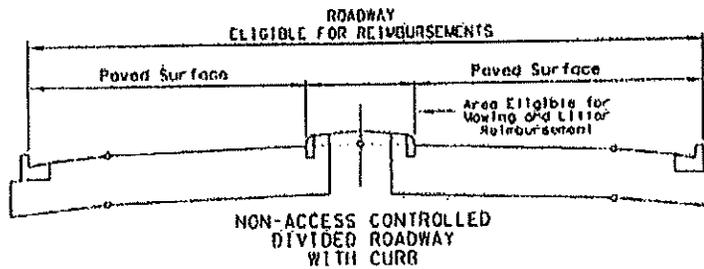


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

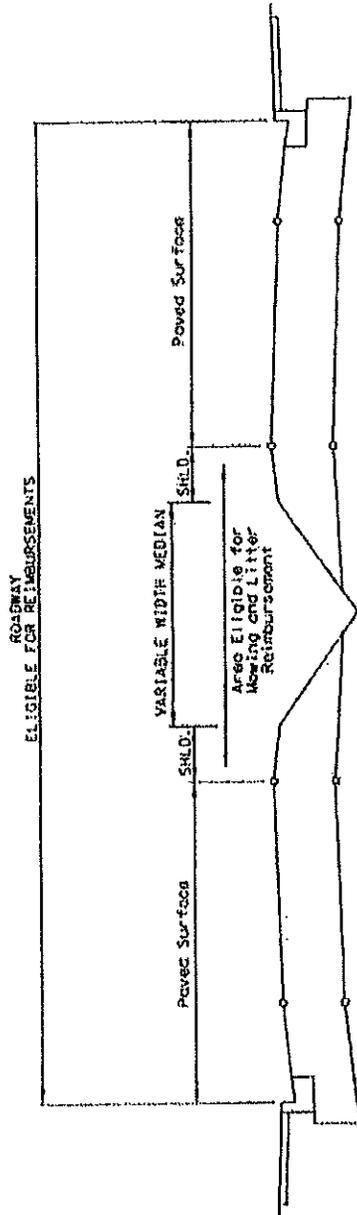


FIGURE 1F

NON-ACCESS CONTROLLED
DIVIDED ROADWAY WITH CURB

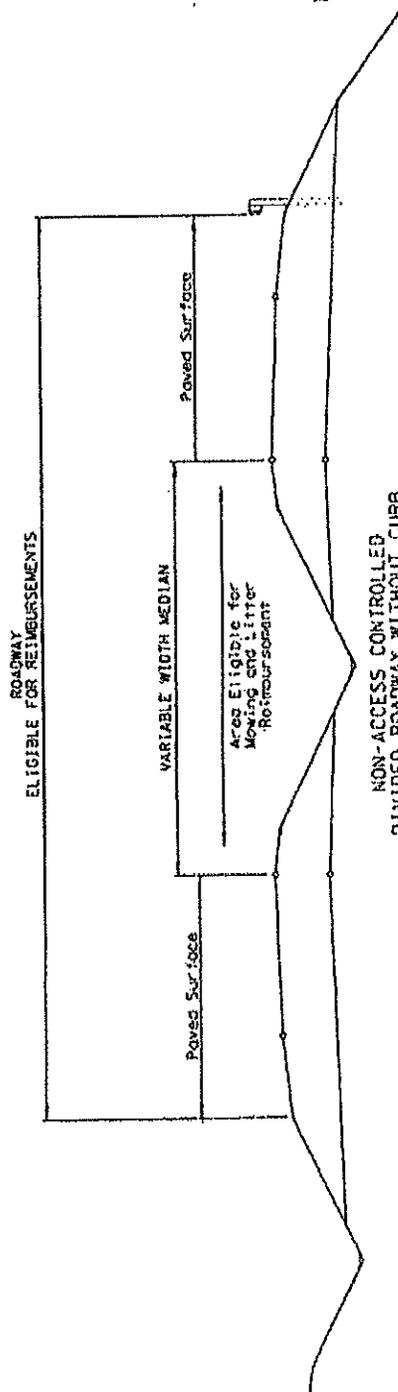


FIGURE 1G

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.

RESOLUTION NO. 20-923

A RESOLUTION AMENDING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS IT RELATES TO PROJECT 120327.00 – LONG HOLLOW PIKE / CONFERENCE DRIVE SIGNAL SYNCHRONIZATION.

WHEREAS, there is a need to add additional funds to the contractual amount; and

WHEREAS, the aforementioned contract is for a project referenced as Conference Drive Enhancements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE AN AMENDMENT TO CONTRACT NUMBER 120327.00, A CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF GOODLETTSVILLE, TENNESSEE IS HEREBY APPROVED AND IS ATTACHED HERETO AS EXHIBIT "A".

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

Adopted: May 28, 2020

MAYOR JEFF G. DUNCAN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

RESOLUTION NO. 20-924

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

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

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

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

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

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

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

Adopted: May 28, 2020

MAYOR JEFF G. DUNCAN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1

SURPLUS PROPERTY (RESOLUTION 20-924)

ITEM

3 old office desks

Miscellaneous old chairs