Board of Commissioners

February 10, 2022 | 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. Approval of minutes.

   a. Reading of the minutes of the January 27th 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 22-1028, an ordinance to amend 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an IC, Industrial Commercial Zoning District and Regulations. **SECOND READING & PUBLIC HEARING**

   b. Consider Ordinance 22-1026, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning designation of properties on Louisville Hwy 31W from A, Agricultural and CG, Commercial General Zoning to IC, Industrial Commercial. **SECOND READING & PUBLIC HEARING**

c. Consider Ordinance 22-1027, an ordinance to amend the Sign Regulations of the Zoning Ordinance to include defined criteria for alterations of certain nonconforming signs. **SECOND READING & PUBLIC HEARING**

d. Consider Ordinance 22-1030, an ordinance granting to Cumberland Connect, the non-exclusive right to erect, maintain and operate in, under, over, along, across the streets, lanes, avenues, sidewalks, alleys, bridges, highways, and easements dedicated for compatible uses and other public places in the City of Goodlettsville, Tennessee, and the subsequent additions thereto, towers, fibers, cables, and ancillary facilities for the purpose of constructing, operating, maintaining and repairing a cable system, as defined herein, for a period of ten (10) years, regulating the same and providing compensation to the city. **SECOND READING**

e. Consider Ordinance 22-1031, an ordinance imposing a temporary initial ninety (90) day moratorium on the rezoning approval for any High Density Residential Planned Unit Development and Regional Center Planned Unit Development including High Density Residential Use by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance. **SECOND READING**

8. New Business.

a. Consider Resolution 22-1036, a resolution supporting the restoration of the historical state shared sales tax relationship and the increase single-article cap revenue-sharing relationship between the State of Tennessee and local governments.

b. Consider Resolution 22-1037, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving an agreement with Community Development Partners, LLC., for grant administration services as it relates to the American Rescue Plan Act of 2021.

c. Consider Resolution 22-1038, a resolution to amend contracts between the City of Goodlettsville, Tennessee and the State of Tennessee Department of Transportation as it relates to various transportation projects and referenced as project numbers 120327.00, 120326.00, and 125191.01.

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

Board of Commissioners

January 27, 2022 | 6:30 PM | City Hall - Massie Chambers

Minutes:

Present: Jimmy D. Anderson, Jennifer Duncan, Stuart Huffman, and Zach Young.

Absent: Rusty Tinnin.

Also Present: Russell Freeman, Tim Ellis, Allison Baker, Addam McCormick, Gary Goodwin, Ken Reeves, Alex West, and Julie High.

Vice Mayor Duncan called the meeting to order. Steve Tutor offered prayer and Vice Mayor Duncan led the chambers in the pledge of allegiance.

City Recorder Allison Baker called the roll: Mayor Tinnin absent, Vice Mayor Duncan present, Commissioner Anderson present, Commissioner Huffman present, Commissioner Young present.

Consider the minutes of the January 13, 2022 regular meeting of the Board of Commissioners by the Recorder. Commissioner Huffman made a motion to approve the minutes as written. Commissioner Young seconded the motion and motion passed 4-0.

City Manager Tim Ellis stated the traffic synchronization project, CMAQ II, is scheduled to be completed by February 1st but will not happen. Liquidated damages will be assessed at that point. We have received another grant through the Congestion Mitigation and Air Quality program for approximately 2.2 million and that is currently under design. Two weeks ago we received word we are getting a third grant which is referenced as CMAQ IV for additional traffic flow measures for 2.3 million and requiring a $25,000 match. He stated in February, the Board will see certain recommendations regarding the expenditures of the ARPA funds. He also stated the Board had a resolution at their desk that they will consider in February regarding single article sales and state sales tax.

Assistant City Manager Julie High introduced Blankenship CPA. They completed our annual audit in December and presented a summary of the report to the Board of Commissioners.

Consider Old Business.

Consider Ordinance 22-1023, an ordinance to amend Ordinance 06-689 which sets the order of business of the Board of Commissioners meeting, second reading. Commissioner Anderson made a motion to consider Ordinance 22-1023. Commissioner Young seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1023.

Consider Ordinance 22-1024, an ordinance calling for the election of two city commission seats set to expire in November of this year, second reading. Commissioner Young made a motion to approve Ordinance 22-1024. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1024.

Consider Ordinance 22-1029, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2021-2022 budget, passed by Ordinance 21-995, second reading. Commissioner Anderson made a motion to consider Ordinance 22-1029. Commissioner Young seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1029.

Consider New Business.

Consider Ordinance 22-1030, an ordinance granting to Cumberland Connect, the non-exclusive right to erect, maintain and operate in, under, over, along, across the streets, lanes, avenues, sidewalks, alleys, bridges, highways, and easements dedicated for compatible uses and other public places in the City of Goodlettsville, Tennessee, and the subsequent additions thereto, towers, fibers, cables, and ancillary facilities for the purpose of constructing, operating, maintaining and repairing a cable system, as defined herein, for a period of ten (10) years, regulating the same and providing compensation to the city, first reading. City Manager Ellis stated Cumberland Electric has received funding to construct broadband throughout their district. Cumberland Electric covers a small portion that is in our corporate city limits. Commissioner Anderson made a motion to consider Ordinance 22-1030. Commissioner Young seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1030.

Consider Ordinance 22-1031, an ordinance imposing a temporary initial ninety (90) day moratorium on the rezoning approval for any High Density Residential Planned Unit Development and Regional Center Planned Unit Development including High Density Residential Use by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance, first reading. City Manager Ellis stated a similar ordinance was before them last meeting and through the discussion there was concern about the 180 day period. This ordinance sets a 90 day moratorium that can be extended by Resolution if the board deems it necessary. Commissioner Anderson made a motion to consider Ordinance 22-1031. Commissioner Huffman seconded the motion. Commissioner Young stated he was uncomfortable with the 180 days with no provision to end that moratorium without an ordinance. He stated he will still vote no because he doesn't feel a moratorium is necessary when the Planning Commission can defer things and they can exercise that authority if they feel they need to. Vote was then taken which resulted in a 3-1 vote to approve Ordinance 22-1031 with Commissioner Young voting no.

Consider Resolution 22-1033, a resolution adopting rules for the use of consent agenda items. Commissioner Anderson made a motion to consider Resolution 22-1033. Commissioner Young seconded the motion. Commissioner Young asked where the amount $40,000 came from. City Manager Tim Ellis stated he came up with that figure based on the purchase of vehicles. Vote was then taken which resulted in a 4-0 vote to approve Resolution 22-1033.

Consider Resolution 22-1034, a resolution to set certain fees charged by the City of Goodlettsville for various municipal services. Planning Director Addam McCormick stated the department is getting a new software program for Planning and Codes and currently to calculate permit fees you use a formula and this would simplify it to go by square foot. The goal is to maintain what we had as fees and not increase anything. Inspector Alex West stated he started with a minimum of $50+ and took four commercial projects and four residential projects over the last two years to help come up with the fees. He stated with the new software you will be able to choose which permit you are asking for and how much your fees will be. Commissioner Young made a motion to approve Resolution 22-1034. Commissioner Huffman seconded the motion. Commissioner Young asked if when we change fees if we have to tie the fees to the cost of staff time. City Manager Ellis stated he is not aware of a statute that requires that. Planning Director McCormick they looked at fees that would cover their costs. The goal was not to increase. Vote was then taken which resulted in a 4-0 vote to approve Resolution 22-1034.

Consider Resolution 22-1035, a resolution to accept the Parkview Preserve Phase 1 public improvements with a one-year maintenance bond from Insight Properties. City Manager Ellis recommended deferral until they could complete the work and satisfy the requirements. Commissioner Huffman made a motion to defer Resolution 22-1035. Commissioner Anderson seconded the motion. Commissioner Young asked how long the deferral would be. City Manager Ellis recommended deferral until the work is complete. Commissioner Young stated he does not have a financial interest in Insight Properties but does live on this street and wanted clarification if that created a conflict of interest. City Attorney Russell Freeman stated he did not think it would create a conflict of interest since he had no financial interest. Commissioner Huffman made a motion to defer indefinitely. Commissioner Young seconded the motion. Vote was then taken which resulted in a 4-0 to defer Resolution 22-1035 indefinitely.

With no further business, Commissioner Anderson made a motion to adjourn. Commissioner Young seconded the motion. The meeting adjourned at approximately 7:02pm with a 4-0 vote.

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 22-1028 An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an IC, Industrial Commercial Zoning District and Regulations. **SECOND READING & PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Planning Dir.	**Agenda Item:** Ordinance 22-1028 **Dept. of Origin:** Administration **For Agenda of:** February 10, 2022 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 22-1028

SUMMARY STATEMENT:
An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an IC, Industrial Commercial Zoning District and Regulations.

FINANCIAL SUMMARY:
This ordinance will have no fiscal impact on the City of Goodlettsville.

RECOMMENDED ACTION:
Staff and Planning Commission recommends approval of Ordinance 22-1028.

Ordinance 22-1028 is before 1026 to approve the Zoning Ordinance amendment before amending the Zoning Map.

ORDINANCE 22-1028

AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF GOODLETTSVILLE, TO INCLUDE AN IC, INDUSTRIAL COMMERCIAL ZONING DISTRICT AND REGULATIONS

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; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to protecting the character and maintaining the stability of business, commercial, and manufacturing areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the Goodlettsville Planning Commission's review included the industrial commercial district would provide the City additional flexibility for different zoning districts and based on current zoning ordinance districts would provide a hybrid commercial and industrial type zoning district; and,

WHEREAS, The Goodlettsville Planning Commission at the January 3, 2022 regularly scheduled meeting reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners.

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 adding the IC, Industrial Commercial District including amendments to Zoning Ordinance Sections 14-204(1)(a)(iii), 14-207(2)(c), 14-207(5)(b)(i), and 14-207 (5)(b)(ii) as listed in "EXHIBIT A" and amendment to Appendix A- Table 1 Land Use Activity Matrix as listed in "EXHIBIT B" and amendment to Appendix A-Table IV Bulk, Lot, and Open Space Requirements Industrial Districts as listed in "EXHIBIT C"

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

____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading:

Passed Second Reading:

ORDINANCE 22-1028

"EXHIBIT A"

Zoning Ordinance Section 14-204 (1)(a)(iii)- Amendment ***Bold Italics***

(iii) Industrial districts:
IC- Industrial commercial district
IR – Industrial restrictive district
IG – Industrial general district

Zoning Ordinance Section 14-207(2)(c)- Amendment ***Bold Italics***

(c) Industrial commercial district. This class of district is intended to provide very specific spaces while promoting a well-planned mixed-use environment with industrial, commercial, and office components. The district is intended to be designated in areas adjacent to commercial zoning uses with defined access to main arterial routes to support traffic. Industrial performance standards shall be met.

Zoning Ordinance Section 14-207(5)(b)(i)- Amendment ***Bold Italics***

(b) Use of required yard areas
(i) Within the IR and ***IC*** districts, all required front and side yards shall be landscaped provided that a driveway or parking area may penetrate not more than one-half (1/2) of any required side or rear yard subject to the provisions of § 14-207(5)(a) above.

Zoning Ordinance Section 14-207(5)(b)(i)- Amendment ***Bold Italics***

(ii) Within the IR district, exterior storage of goods, materials, or chattel is prohibited. ***Per approved site plan by the Planning Commission within in the IC district, the following exterior storage rules shall apply: Goods, materials, and equipment is permitted behind principal buildings and vehicular, craft, and related equipment sales may be permitted to display in the front or side subject to required yard provisions. All defined material and equipment storage areas per approved site plan by the Planning Commission are only permitted behind principal buildings and shall be screened and outside of required yard areas***.

ORDINANCE 22-1028

"EXHIBIT B"

APPENDIX A

P- PERMITTED USE
N- NOT A PERMITTED USE
C- PERMITTED ONLY BY CONDITIONAL USE

TABLE I

LAND USE ACTIVITY MATRIX

ZONING DISTRICTS

ACTIVITY	A	R40	R25	R15	R10	R7	LDR	MDR PUD	HDR	MHP*	OP	CSL	CS	CG	CC	INT ****	CP	CPL PUD	GO	RO	**IC**	IR	IG
PERMANENT RESIDENTIAL																							
Dwelling, attached	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Dwelling, one-family detached	P	P	P	P	P	P	P	P	P	N	C	N	N	N	N	N	N	N	N	N	**N**	N	N
Dwelling, two-family detached	N	N	N	P	P	P	P	P	P	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Dwelling, semi-detached	N	N	N	N	P	P	N	N	P	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Dwelling, multi-family	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Dwelling, mobile home	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Bed & Breakfast Homestay	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Mobile Home Park	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	**N**	N	N
SEMI PERMANENT RESIDENTIAL	N	N	N	N	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
COMMUNITY FACILITY ACTIVITIES																							
Administrative	C	C	C	C	C	C	N	P	N	N	P	P	P	P	P	N	P	P	P	P	**P**	P	P
Community Assembly	N	N	N	N	N	N	P	P	P	N	C	P	P	P	C	N	P	P	P	N	**P**	P	P
Community Education	C	C	C	C	C	C	P	C	P	N	C	C	C	N	C	N	N	N	N	N	**N**	N	N
Cultural and Recreation Services	C	C	C	C	C	C	C	C	C	N	C	P	P	N	C	N	P	N	P	N	**N**	N	N
Essential Services	C	C	C	C	C	C	C	N	C	C	C	C	P	P	C	N	P	P	P	P	**P**	P	P
Extensive Impact	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	N	N	N	N	**C**	C	C
Health Care	N	N	N	N	N	N	N	N	N	N	P	P	P	C	N	N	P	N	P	N	**C**	N	N
Institutional Care	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Intermediate Impact	C	C	C	C	C	C	P	**	P	N	C	C	C	C	C	N	N	N	N	N	**C**	C	C
Personal & Group Care	**	**	**	**	**	**	**	N	P	**	C	C	C	C	C	N	P	N	P	N	**C**	C	C
Religious Facilities	C	C	C	C	C	C	N	N	N	N	N	P	P	C	N	N	C	N	N	N	**C**	C	N
COMMERCIAL ACTIVITIES																							
Animal Care & Veternarian Services	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	P	N	N	N	**P**	P	P
Automotive Parking	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	P	P	P	P	**P**	P	P
Automotive Repair and Cleaning	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	**P**	P	P
Automotive Servicing	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	P	N	N	N	N	**P**	P	P
Building Materials and Farm Equipment	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	**P**	P	P
Consumer Repair Services	N	N	N	N	N	N	N	N	N	N	N	C	P	P	C	N	P	P	P	P	**P**	P	P
Construction Sales & Services	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	**P**	P	P
Convenience Commercial	N	N	N	N	N	N	N	N	P***	N	N	P	P	P	N	P	P*** ***	P	P	P	**P**	P	P
Entertainment & Amusement Services	N	N	N	N	N	N	N	N	N	N	C	C	P	P	N	N	P	P	N	N	**P**	N	N
Financial, Consultive, & Adminstrative	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	P	P	P	P	**P**	N	N
Food & Beverage Services	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	P	P	P	**P**	P	P
Food Service Drive-in & Drive-thru	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N	N	**P**	P	P
General Business & Communication Servic	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	P	P	P	N	**P**	P	P
General Personal Services	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	P	P	P	P	**P**	N	N
General Retail Trade	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	P	P	**P**	N	N
Group Assembly	N	N	N	N	N	N	N	N	N	N	N	N	C	N	C	N	P	N	N	N	**P**	N	N
Medical Services	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	P	P	P	P	**N**	N	N
Scrap Operations	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Transient Habitation: Hotel	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N	N	N	**N**	N	N
Transient Habitation: Motel	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N	N	N	**N**	N	N
Transient Habitation: Extended Stay Hotel/Motel	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	P	P	N	N	N	**N**	N	N
Transient Habitation: Short Term Rental Property	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	N	N	N	**N**	N	N
Transient Habitation: SRO	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Transport & Warehousing	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	**P**	P	P
Undertaking Services	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	P	N	N	N	**P**	N	N
Vehicular, Craft & Related Equipment Sales	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	**P**	N	P
Wholesale Sales	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	P	N	P	N	**P**	P	P
Tourist Oriented Limited Manufacturing*****	N	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C	N	N	N	**P**	C	N
MANUFACTURING ACTIVITIES																							
Limited	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	**P**	P	P
Intermediate	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**P**	N	P
High Technology Manufacturing, Assembly, Process	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	**P**	P	P
Extensive	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
AGRICULTURAL, RESOURCE PRODUCTION & EXTRACTIVE ACTIVITIES																							
Agricultural Services	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Crop & Animal Raising	P	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Mining & Quarrying	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N
Plant & Forest Nurseries	P	C	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	**N**	N	N
Confined Animal Feeding Operations	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	**N**	N	N

ORDINANCE 22-1028

"EXHIBIT C"

TABLE IV			
BULK, LOT AND OPEN SPACE REQUIREMENTS INDUSTRIAL DISTRICTS			
	IR	IG	**IC**
Minimum Lot Size (in square feet)	25,000	40,000	**40,000**
Minimum Lot Width (in feet at the street line)	75	100	**100**
Maximum Lot Coverage (all buildings)	40%	50%	**50%**
Maximum Height (in stories)	2	3	**3**
Maximum Floor Ratio	*1.00*	*2.00*	***2.00***
Minimum Setback Requirements			
Front	40	50	**40**
Side	20	20	**20**
Rear	20	30	**30**

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 22-1026 An ordinance to amend the official zoning map of Goodlettsville per Ordinance 15-851 by changing the zoning designation of properties on Louisville Hwy 31W from A, Agricultural and CG, Commercial General Zoning to IC, Industrial Commercial. **SECOND READING & PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Planning Dir.	**Agenda Item:** Ordinance 22-1026 **Dept. of Origin:** Administration **For Agenda of:** February 10, 2022 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 22-1026

SUMMARY STATEMENT:
An ordinance to amend the official zoning map of Goodlettsville per Ordinance 15-851 by changing the zoning designation of properties on Louisville Hwy 31W from A, Agricultural and CG, Commercial General Zoning to IC, Industrial Commercial.

FINANCIAL SUMMARY:
This ordinance will have no fiscal impact on the City of Goodlettsville.

RECOMMENDED ACTION:
Staff and Planning Commission recommends approval of Ordinance 22-1026.

ORDINANCE NO. 22-1026

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING DESIGNATION OF PROPERTIES ON LOUISVILLE HWY 31W FROM A, AGRICULTURAL AND CG, COMMERCIAL GENERAL ZONING TO IC, INDUSTRIAL COMMERCIAL

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, and use of commercial and industrial buildings, structures; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to protecting the character and maintain the stability of business, commercial, and industrial areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the City's Comprehensive Land Use Plan intent and purpose includes but is not limited to defining future land use of all areas of the City including commercial and industrial zoning classifications; and,

WHEREAS, the City received a request to rezone the properties included in this ordinance to IG, Industrial General and with the review of rezoning proposal the Planning Commission determined due to the location of the properties that creating a new Industrial Commercial zoning district would be appropriate based on the existing zoning of properties in area and proximity to the I-65 interchange and per the provisions of the City's Comprehensive Land Use Plan designation; and,

WHEREAS, the Planning Commission determined based on the City's Comprehensive Land Use Plan designation of the area the need to maintain for the properties proposed to be rezoned along the Louisville Hwy 31W roadway frontage to maintain the existing CG, Commercial General zoning designation a distance of 250' back from the front property line; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on January 3, 2022 to recommend its passage to the Board of Commissioners based on the City's Comprehensive Land Use Plan Designation and,

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSE, 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 changing the property classification from A, Agricultural and CG, Commercial General to IC, Industrial Commercial for the portion of referenced properties starting at 250' feet back from the Louisville Hwy 31 property lines on the portion of properties fronting Louisville Hwy 31W. Said area is attached as "EXHIBIT A" and described as follows:

A PORTION OF MAP 141 PARCELS 58.00 (1016A LOUISVILLE HWY 31W) AND 59.00 AND ENTIRE SECTION OF MAP 141 PARCEL 58.02 (1016B LOUISVILLE HWY 31W) WHICH CONTAIN APPROXIMATELY 26.48 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF SUMNER 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 RUSTY TINNIN

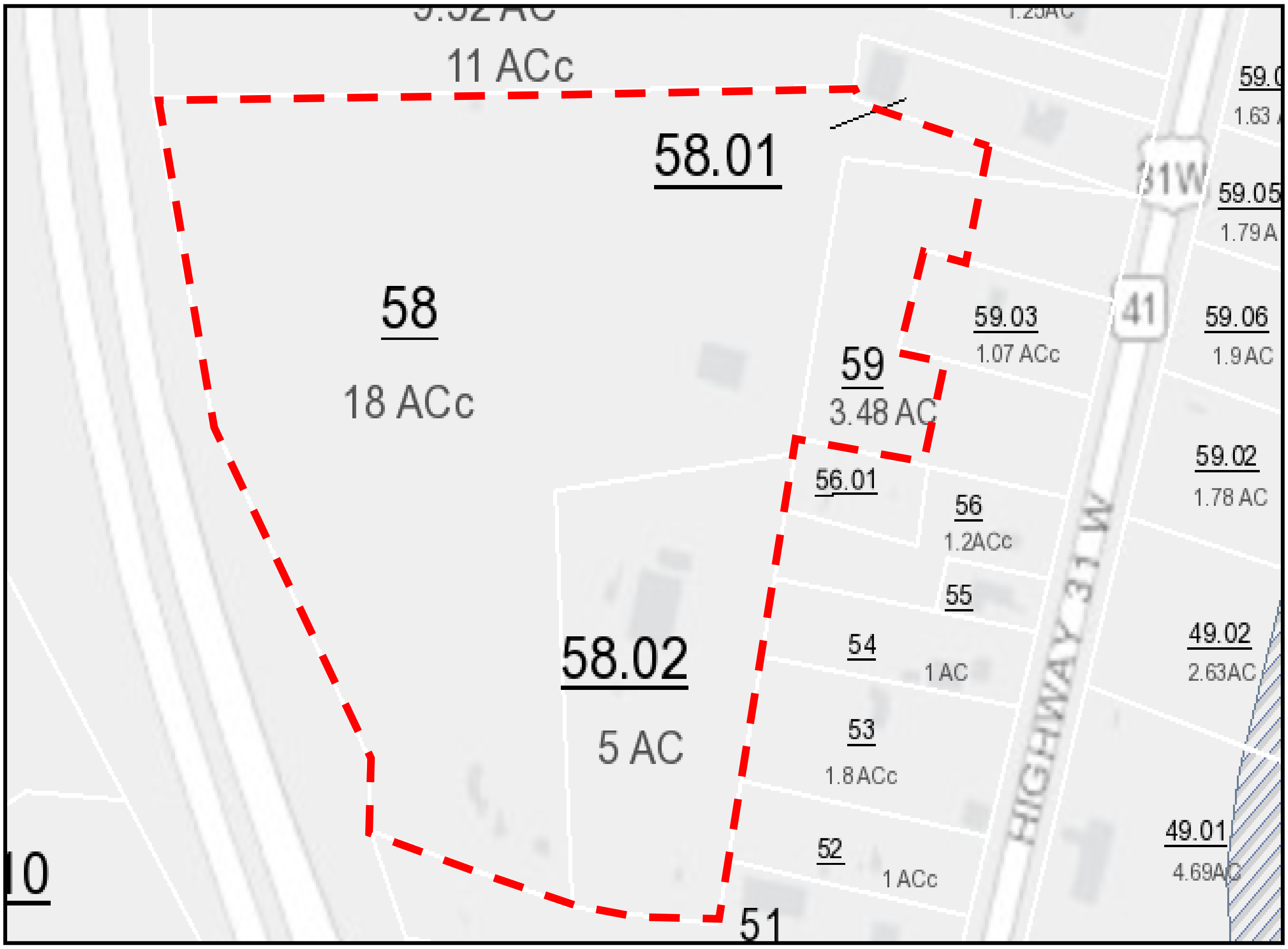
____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

____
CITY ATTORNEY

Passed First Reading: ________________________
Passed Second Reading: ______________________

ORDINANCE 22-1026
"EXHIBIT A"



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 22-1027 An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an IC, Industrial Commercial Zoning District and Regulations. **SECOND READING & PUBLIC HEARING** **PRESENTED BY:** Tim Ellis, City Manager Addam McCormick, Planning Dir.	**Agenda Item:** Ordinance 22-1027 **Dept. of Origin:** Administration **For Agenda of:** February 10, 2022 **Originator:** Addam McCormick **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 22-1027

SUMMARY STATEMENT:
An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an IC, Industrial Commercial Zoning District and Regulations.

FINANCIAL SUMMARY:
This ordinance will have no fiscal impact on the City of Goodlettsville.

RECOMMENDED ACTION:
Staff and Planning Commission recommends approval of Ordinance 22-1027.

ORDINANCE 22-1027

AN ORDINANCE TO AMEND THE SIGN REGULATIONS OF THE ZONING ORDINANCE TO INCLUDE DEFINED CRITERIA FOR ALTERATIONS OF CERTAIN NONCONFORMING SIGNS

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 Sign Regulations Section of the City's Zoning Ordinance, intent and purpose includes providing an effective means of administration of the sign ordinance including but not limited to non-conforming signage alterations proposals and;

WHEREAS, the City of Goodlettsville Planning Commission at the January 3, 2022 scheduled meeting voted to recommend its passage to the Board of Commissioners and discussed that this amendment is to provide an incentive to property and business owners to reduce sign clutter by reducing the number of signage on a property, and

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 adding section 14-307 (2)(e) 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 RUSTY TINNIN

____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

____
CITY ATTORNEY

Passed First Reading:______________________________________

Passed Second Reading: ________________

____

ORDINANCE 22-1027
"EXHIBIT A"

Amendment 14-307 (2)(e) – *bold italics below*

(2) Alterations to nonconforming signs. A nonconforming sign may be altered subject to the following conditions.
(a) The proposed alteration is not greater than fifty percent (50%) of the total sign structure or alteration costs are not greater than fifty percent (50%) of its current replacement cost. In the event the proposed alteration is greater than fifty percent (50%) of the above conditions, the sign shall be brought into compliance with current regulations.
(b) The total copy of any sign may be changed in accordance with normal business practices.
(c) The proposed alteration conforms to the provisions of this chapter.
(d) No new nonconformity is created.
(e) Multiple nonconforming signs on a property may be removed and a new sign installed on the same property the signs were removed from and shall not exceed the maximum sign height and minimum sign setback requirements of the provisions of the sign ordinance. The square footage of the combined single sign shall be less than the existing sign square footages but shall not exceed the maximum sign square footage permitted by the provisions of the sign ordinance by more than thirty (30%) percent. Signage proposals per this section that are within the Interstate Sign District are to be reviewed by the Planning Commission .

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 22-1030 An ordinance granting to Cumberland Connect, the non-exclusive right to erect, maintain and operate in, under, over, along, across the streets, lanes, avenues, sidewalks, alleys, bridges, highways, and easements dedicated for compatible uses and other public places in the City of Goodlettsville, Tennessee, and the subsequent additions thereto, towers, fibers, cables and ancillary facilities for the purpose of constructing, operating, maintaining and repairing a cable system, as defined herein, for a period of ten (10) years, regulating the same and providing compensation to the city. **SECOND READING** **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Ordinance 22-1030 **Dept. of Origin:** Administration **For Agenda of:** February 10, 2022 **Originator:** Tim Ellis **Cost of Item:** To be determined

AGENDA ITEM ATTACHMENTS:
Ordinance 22-1030

SUMMARY STATEMENT:
An ordinance granting to Cumberland Connect, the non-exclusive right to erect, maintain and operate in, under, over, along, across the streets, lanes, avenues, sidewalks, alleys, bridges, highways, and easements dedicated for compatible uses and other public places in the City of Goodlettsville, Tennessee, and the subsequent additions thereto, towers, fibers, cables and ancillary facilities for the purpose of constructing, operating, maintaining and repairing a cable system, as defined herein, for a period of ten (10) years, regulating the same and providing compensation to the city.

FINANCIAL SUMMARY:
To be determined.

RECOMMENDED ACTION:
Staff recommends approval of Ordinance 22-1030.

ORDINANCE NO. 22-1030

AN ORDINANCE GRANTING TO CUMBERLAND CONNECT, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG, ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, AND EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF GOODLETTSVILLE, TENNESSEE, AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, FIBERS, CABLES AND ANCILLARY FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING A CABLE SYSTEM, AS DEFINED HEREIN, FOR A PERIOD OF TEN (10) YEARS, REGULATING THE SAME AND PROVIDING COMPENSATION TO THE CITY.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, USA THAT:

This Franchise Agreement ("Agreement") is between the City of Goodlettsville, hereinafter referred to as the "Franchising Authority", and Cumberland Connect, a corporation duly organized and validly existing under the laws of the State of Tennessee, hereinafter referred to as the "Grantee," and further defined in **Subsection 1.1.L** below.

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future video programming distribution related needs of the Service Area, as defined in **Subsection 1.1.V** below, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with the Grantee for the construction and operation of a broadband video distribution system on the terms set forth herein.

SECTION 1
Definition of Terms

1.1 **Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Additional Franchise" is a franchise other than the Franchise, as defined in **Subsection 1.1.K** below, granted to any third-party, including any renewal of an already existing cable franchise, for the construction, operation or maintenance of a cable system pursuant to the Cable Act, as defined in **Section 1.1.E**, below.

B. "Additional Franchise Agreement" is an agreement by which the Franchising Authority grants an Additional Franchise.

C. "Basic Cable Service" is the lowest priced tier of Cable Service, as defined in **Section 1.1.F**, below, that includes the retransmission of local broadcast television signals.

D. “Board/Council” shall mean the Board of Commissioners of Goodlettsville, Tennessee.

E. “Cable Act” is Title VI of the Cable Act of 1984, as amended.

F. “Cable Services” shall mean: (i) the one-way transmission to Subscribers, as defined in **Subsection 1.1.X,** below, of (a) video programming or (b) another programming service and (ii) action(s) taken by Subscribers, which may be required for the selection or use of such video programming or other programming service.

G. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, which shall include video programming, and which is provided to multiple Subscribers within the Service Area.

H. “Convertor Box” shall mean the device, whether it be a convertor box, set-top box, or terminal, that resides at Subscribers’ locations and through which Subscribers receive the Cable Services.

I. “Effective Date” shall mean______________, 2022.

J. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

K. “Franchise” shall mean the non-exclusive rights granted to Grantee pursuant to this Agreement to construct and operate a Cable System along the Public Ways, as defined in **Subsection 1.1.U** below, within all or a specified area in the Service Area.

L. “Grantee” means Cumberland Connect, or the lawful successor, transferee, or assignee thereof.

M. “Gross Revenues” shall mean all cash compensation or revenues of any kind or nature received directly or indirectly by the Grantee, its subsidiaries or parent, arising from, attributable to, or in any way derived from the provision of Cable Services by the Grantee within the Service Area, as long as all such Gross Revenues are in accordance with generally accepted accounting principles. Gross Revenues include, but are not limited to, monthly fees charged to Subscribers for Basic Cable Service; monthly fees charged to Subscribers for any optional, premium, per-channel or per-program service; monthly fees charged to Subscribers for any tier of Cable Service other than Basic Cable Service; fees for installation, disconnection, and reconnection of Cable Service; late fees assessed for any Subscriber payment obligation; change of service fees; leased channel fees; franchise fees collected from Subscribers, Convertor Box rental or sales fees; programming production and/or studio equipment rental fees; advertising revenues; and revenues derived by the Grantee from home shopping channel sales to Subscribers. Gross Revenues shall not include: (i) any tax, fee, or assessment of general applicability, (ii) unrecovered bad debt, and (iii) revenues received from the provision of internet service over the Cable System unless and until such time as Federal law or the FCC’s rules and regulations determine that internet service shall be designated a Cable Service and included in Gross Revenues for the purpose of calculating franchise fees. Advertising and home shopping revenues shall be allocated on a pro-rata basis based on the number of total Subscribers versus the Subscribers residing within the Service Area, provided the revenues cannot be calculated on a per-Subscriber basis. Gross Revenues shall be the basis for computing any franchise fee.

N. "Installation" shall mean the connection of the Cable System from feeder fiber, cable, or other distribution mechanism to Convertor Boxes.

O. "OTT" shall mean an Over-the-Top video programming service whose owner and/or operator was granted a franchise by the Franchising Authority to provide programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

P. "OVS" shall mean an Open Video System, as certified by the FCC pursuant to 47 U.S.C. § 573, as may be amended, whose owner and/or operator was granted a franchise by the Franchising Authority to provide video programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

Q. "Person" shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

R. A "Pole" may refer to any telephone pole, conduit and/or other facility which is owned by the Franchising Authority upon which the Grantee may affix the Cable Systems facilities.

S. "Public Building" shall mean police and fire stations and administration buildings of the Franchising Authority located within the Service Area.

T. "Public School" shall mean any school at any educational level operated within the Service Area by any public, private or parochial school system, but limited to, the equivalent of elementary schools, junior high schools, middle schools and high schools.

U. "Public Way" shall mean the surface of, and the space above and below, each of the following, which are dedicated to the public and maintained under public authority or by others and located within the Service Area: streets, roadways, highways, freeways, parkways, bridges, land paths, boulevards, avenues, lanes, courts, ways, alleys, sidewalks, circles, drives, easements, rights-of-way, and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area.

V. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions specifically stated herein.

W. "State" shall mean the State of Tennessee.

X. "Standard Installation" is defined as Installation of the Cable Service that is within 125 feet from the nearest connection point to the Cable System.

Y. “Subscriber” means a Person who, with the Grantee’s express permission, lawfully receives Cable Service from the Cable System.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area. The Grantee is authorized for that purpose to erect, install, or construct; repair, replace, or reconstruct; and operate, maintain, or retain such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes in, on, over, under, upon, across, or along any Public Way.

2.2 Additional Franchises.

A. Additional Franchise Granted in More Favorable Terms. If, following the Effective Date, the Franchising Authority exercises its right to grant an Additional Franchise to a third-party and the Grantee believes that the Additional Franchise Agreement created therefrom bestows benefits and imposes burdens on such third-party, which on balance, are materially more advantageous to such third-party than the benefits bestowed and the burdens imposed on the Grantee by this Agreement, the Grantee may at any time request that the Franchising Authority compare the Additional Franchise Agreement and the Agreement and make a determination as to the Grantee’s belief. If the Franchising Authority determines that the Grantee’s belief is correct, the parties shall renegotiate the terms and conditions of this Agreement as provided for in this Subsection. If the Franchising Authority is required by an existing ordinance, regulation, or State of federal law, including the Cable Act, to provide advance written public notice of any request for an Additional Franchise from a third-party, the Franchising Authority shall make such notice and simultaneously provide the Grantee with a copy of the proposed request.

B. Procedure for Review of Additional Franchise Agreement. The Franchising Authority shall have ten (10) days after receipt of a request from the Grantee to issue a written determination as to its comparison of the Additional Franchise Agreement and this Agreement. If the Franchising Authority determines that the Additional Franchise Agreement is more favorable to the third-party, negotiations on a new Agreement or an amendment to the current Agreement shall commence within three (3) business days of the Grantee’s receipt of the determination. The focus of such negotiations shall be to create overall economic, technical and operational parity between the franchisees. If the Grantee disagrees with the Franchising Authority’s decision, the Grantee may request that the Franchising Authority reconsider within three (3) business days of receipt of the determination.

C. Factors for Determination. In making a determination under this **Section 2**, the Franchising Authority will consider factors including, but not limited to: (i) the term of the franchise; (ii) the franchise fee to be paid by each franchisee; (iii) the number and density of dwelling units to be served; (iv) differences in construction, operational maintenance requirements and the costs thereof; (v) differences in required system characteristics, including state-of-the-art requirements; (vi) differences in service obligations, including the provision of access to public, educational and government ("PEG") channels and institutional service requirements; (vii) differences in permitted cable service fees and charges; and (viii) such other factors that are relevant to an inquiry into the overall economic, technical and operational parity of the agreements.

2.3 Police Powers and Conflicts with Franchise. The Grantee acknowledges that its rights hereunder are subject to the police power of the Franchising Authority to adopt and enforce general franchises necessary for the safety and welfare of the public. The Grantee shall comply with all applicable general laws and regulations enacted by the Franchising Authority pursuant to such power. Subject to its lawful police powers, the Franchising Authority may not, by franchise or otherwise, alter any of the Grantee's material rights, benefits, obligations or duties as specified in this Agreement. In the event of a conflict between any franchise and this Agreement, the terms and conditions of this Agreement shall control, provided; however, that the Grantee agrees that it is subject to the lawful police power of the Franchising Authority.

2.4 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Agreement. In the event of a conflict between any ordinance and this Agreement, this Agreement shall control.

2.5 Other Authorizations. The Franchising Authority shall not permit any Person to provide services similar to those provided by the Grantee within the Service Area without the Person first securing an Additional Franchise. The Franchising Authority shall not grant any Additional Franchises or other authorizations to third-parties, including franchises or authorizations granted to OVS or OTT providers, to provide services similar to those provided by the Grantee within the Service Area on terms and/or conditions more favorable or less burdensome than those granted to the Grantee as set forth herein.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal.
A. The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth below subject to the Grantee's acceptance by countersigning where indicated below. This Franchise shall be automatically extended for an additional term of ten (10) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

B. In addition to the procedures set forth in the Cable Act and federal law, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Subsection 3.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

3.2 **Assessment of Needs.** In addition to the procedures set forth in **Section 626(a)** of the Cable Act, the Franchising Authority agrees to notify the Grantee of all assessments the Franchising Authority has made regarding (i) the cable-related needs and interests of the community within the Service Area and (ii) the performance of the Grantee under the Agreement and the Franchise. The Franchising Authority further agrees that any such assessments shall be provided to the Grantee promptly so that the Grantee may timely provide a response under **Section 626(b)** of the Cable Act to complete renewal of the Franchise prior to expiration of its term.

3.3 **Terms Consistent with Law.** The Franchising Authority and the Grantee consider the terms set forth in this Subsection to be consistent with the express provisions of **Section 626** of the Cable Act.

3.4 **Consideration of Additional Franchise Agreements and Authorizations.** The Franchising Authority shall take into account any previously granted Additional Franchise Agreements or authorizations, when seeking to impose increased obligations upon the Grantee in any renewal of this Agreement or the Franchise. The proposed increased obligations shall not be more burdensome and/or less favorable than those contained in any such Additional Franchise Agreements or authorizations.

SECTION 4
Insurance and Indemnification

4.1 **Insurance Requirements.** The Grantee shall obtain and/or maintain, at its own cost, insurance that meets the coverage requirements set forth in this Subsection. Such insurance shall be in full force and effect during the term of the Agreement and the Franchise and any renewal periods of the same. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancelable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Subsection. The insurance shall be in the amounts as follows:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	$1,000,000 per occurrence
Combined Single Liability (C.S.L.):	$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non-owned hired autos:	$1,000,000 C.S.L.
Umbrella Liability:	$1,000,000 per occurrence C.S.L.

4.2 **Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of the Cable System provided that the Franchising Authority shall give the Grantee written notice within ten (10) days of the Franchising Authority's receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority, its officers, members, agents or employees or for the Franchising Authority's use of the Cable System, including the use of any PEG channels.

SECTION 5
Service Obligations

5.1 **No Discrimination.** The Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall comply at all times with all other applicable federal, State and local laws and regulations.

5.2 **Privacy.** The Grantee shall comply with all applicable federal or State laws and regulations regarding the privacy rights of Subscribers.

5.3 **Rates.** The Grantee shall establish rates that are nondiscriminatory within the same general class or tier of Subscribers. Nothing contained herein shall prohibit the Grantee from offering: (i) discounts to commercial and multiple family dwelling Subscribers billed on a bulk basis; (ii) promotional discounts; (iii) reduced Installation rates for Subscribers who have multiple services; and (iv) discounted rates in those portions of the Service Area subject to competition from other video programming providers.

SECTION 6
Service Availability

6.1 **Service Area.** The Grantee shall make the Cable Service available to every dwelling unit within the Service Area so that the Cable Services, unless specifically stated hereon, is available to areas with a minimum density of at least ten (10) dwelling units per quarter cable mile within three (3) years from the Effective Date. The Grantee may elect to provide Cable Service to areas not meeting the density standards referenced in this Subsection. The build-out requirements in this Subsection do not apply to areas within the Service Area that are currently being served by another Person pursuant to an Additional Franchise Agreement. The Grantee shall Install the Cable Service at its published rates.

6.2 Service to New or Previously Un-served Single Family Dwellings. The Grantee shall offer Cable Service to all new homes or previously un-served single dwelling units located within 125 feet of the Grantee's feeder cable or broadband distribution facilities at its published rates for Standard Installation.

6.3 Service to New Subdivisions. Where the Franchising Authority has created or established a new subdivision for dwelling units within the Service Area after the Effective Date, the Grantee shall make the Cable Service available to these dwelling units if the following conditions are met: (i) the dwelling units must have building foundations in place; (ii) electric and/or telephone facilities have been installed to provide electric or telephone service to the dwelling units; (iii) the dwelling units are located within 125 feet of the Grantee's existing Cable Service distribution facilities; (iv) the minimum density of the new subdivision is at least ten (10) dwelling units per quarter cable mile; and (v) the Grantee is not required to pay an entrance fee or private right-of-way fee to provide Cable Service to the subdivision. If all of these conditions are met, the Grantee shall extend Cable Service to such a dwelling unit within six (6) months of a written request by a resident of the new subdivision with authority to contract for cable services for the dwelling unit. The Franchising Authority shall use its best efforts to advise the Grantee when a new subdivision has been approved and permitted by the Franchising Authority for construction.

6.4 Service to Annexed Areas. The Grantee shall offer Cable Services to any area described in any annexation franchise passed after the Effective Date within one (1) year after the effective date of such annexation franchise. The area delineated in the annexation shall be included with, and become part of the definition of, the Service Area upon the Installation of the Cable Service within the annexation area. The Grantee shall not be required to offer service to the annexation area if the Grantee or a Person already provides video programming services to the annexation area or if the density of homes is less than that required in **Section 6.1**.

6.5 Additional Service. The Grantee may elect to offer Cable Service to areas within the Service Area not meeting the standards set forth in this **Section 6**. The Grantee may impose an additional charge in excess of its Standard Installation charge to any Subscriber for any Installation that requires the Grantee to exceed the standards set forth in this **Section 6**. This additional charge shall be computed on a time plus materials basis to be calculated on that portion of the Installation that is above and beyond 125 feet for the nearest connection point to the Cable System.

6.6 New Development Underground. In cases of new construction or property development within the Service Area where utilities will be placed underground, the Franchising Authority shall require any property owner or developer to: (i) provide notices of such construction to the Grantee and (ii) allow the Grantee to require installation of facilities for the availability of Cable Service, into any trench created for the underground utilities as conditions of the Franchising Authority issuing a permit to authorize the proposed new construction or property development. Specifically, such permit shall require the property owner or developer to notify the Grantee in writing: (y) thirty (30) days prior to the start of construction or development and (ii) at least two (2) weeks prior to the time that the property owner or developer shall make the open trench available for installation of conduit, pedestals, vaults, and/or laterals. The Grantee and applicable property owner or developer shall agree upon the specifications or construction schedule as needed for trenching prior to the open trenching date. Costs of trenching and easements required to bring

Cable Services to the property or development shall be borne by the developer or property owner. The Franchising Authority shall use its best efforts to advise the Grantee when a permit has been approved by the Franchising Authority for construction or development that provides for the installation of underground utilities.

SECTION 7
Construction and Technical Standards

7.1 **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end or comparable broadband facility or equipment; distribution system; towers; house connections, structures, Poles, wire, cable, coaxial cable, and fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 **Safety.** The Grantee shall at all times employ ordinary care and commonly accepted methods and practices in the video distribution industry in the installation and maintenance, including but not limited to Installations, of the Cable System's facilities and equipment necessary to provide the Cable Services. All such work shall be performed in substantial accordance with generally applicable federal, State, and local regulations and the National Electric Safety Code.

7.4 **Network Technical Requirement.** The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of complying with all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC rules and regulations.

7.5 **Performance Monitoring.** Grantee shall test the Cable System as required by the FCC's rules and regulations. The Franchising Authority may require additional tests, full or partial repeat tests, or different test procedures when there is evidence which casts doubt upon the reliability or technical quality of the Cable System on the basis of complaints received from the public or other evidence indicating an unresolved controversy or alleged significant non-compliance with the standards set forth in this Subsection. Such tests will be limited to the particular matter in controversy or the alleged significant non-compliance. The Franchising Authority shall schedule its requests for such tests so as to minimize hardship or inconvenience to the Grantee and to the Subscribers. The Franchising Authority shall not request such testing more than once annually.

SECTION 8

Standards of Service

8.1 <u>General Conditions.</u> The Grantee shall have the right to utilize existing Poles and other infrastructure owned by Grantee whenever possible, and shall only construct or install new, different, or additional Poles whether on public property or on privately owned property where it has the authority to do so.

8.2 <u>Underground Construction.</u> The Grantee shall be authorized to construct, operate, and maintain its Cable System underground in areas where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services have such authorization. Nothing contained in this Subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

8.3 <u>Permits.</u> The Franchising Authority shall cooperate with the Grantee in granting any permits required for the construction of the Cable System, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Ways and that proposed construction shall be done in accordance with this Agreement.

8.4 <u>System Construction.</u> All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any facilities or Poles placed in any Public Way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

8.5 <u>Restoration of Public Ways.</u> If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

8.7 <u>Trimming of Trees and Shrubbery.</u> The Grantee shall have the authority to trim trees or other natural growth on or along Public Ways in order to access and maintain the Cable System.

8.10 <u>Reimbursement of Costs.</u> If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

8.11 Emergency Alert System. Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable State and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.

SECTION 9
Service and Rates

9.2 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the Cable System, or the Franchising Authority gives notice of intent to terminate or fails to renew the Agreement and this Franchise, the Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted service during such overbuild, rebuild, modification or sale of the Cable System, unless circumstances are beyond the control of the Grantee or are unforeseen or constitute a Force Majeure as discussed in **Section 15.2**. In the event of a change of the Grantee, or in the event a new operator acquires the Cable System, the Grantee shall cooperate with the Franchising Authority and the new grantee or operator in maintaining continuity of service to all Subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System.

9.3 Customer Service Standards. The Grantee will comply with the customer service standards promulgated by the FCC in accordance with **Section 632** of the Communications Act for as long as such standards are in effect. Such standards are incorporated herein as **Exhibit A**.

SECTION 10
Franchise Fee

10.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of three percent (3%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least thirty (30) days after the Effective Date. The franchise fee payment shall be due quarterly and payable within 60 days after the close of each calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. The Grantee shall keep records for all franchise fee payments for three (3) years.

B. Limitation on Franchise Fee Audits. The period of limitation for recovery of any franchise fee payable hereunder shall be in accordance with the appropriate State or federal laws. Any additional amount due to the Franchising Authority shall be paid within thirty (30) days of the Franchising Authority submitting an invoice for such sum, the Grantee may audit the accuracy of its payment of franchise fees to the Franchising Authority. Any amounts overpaid by the Grantee shall be deducted from future franchise fee payments.

SECTION 11
Transfer of Franchise

11.1 Transfer of Franchise. The Franchise granted hereunder shall not be sold, transferred, leased or assigned, including but not limited to, by forced or voluntary sale, receivership, or other means without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not acted on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed duly given.

11.2 Transfer Without Consent Deemed Violation. Any sale, assignment or transfer of the Franchise or the Agreement occurring without prior approval of the Franchising Authority shall constitute a violation of the Agreement and the Franchise by the Grantee.

11.3 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person/Entity that is owned or controlled by the Grantee, or any Person/Entity that owns or controls the Grantee. Grantee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12
Books and Records

12.1 Reports Required. The Grantee's schedule of charges, contract or application forms for Cable Service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Franchising Authority upon request.

12.2 Records Required. The Grantee shall at all times maintain and make available to the Franchising Authority the following documents within thirty (30) days of a written request, provided however that Franchising Authority may not request documents referenced in **Subsection 12.2** more often than once a year:

(i). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for two (2) years.

(ii). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 **<u>Inspection of Records.</u>** Upon thirty (30) days' advance written notice, the Grantee shall permit any duly authorized representative of the Franchising Authority to examine, during normal business hours on a non-disruptive basis, all records reasonably necessary to ensure the Grantee's compliance with the Agreement and this Franchise. Such notice shall specifically reference the section or subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. The Grantee shall provide electronic copies of its books and records if available or paper copies if electronic copies are not available. The Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. The Grantee shall not be required to maintain any books and records related to the Grantee's compliance with the terms and conditions of the Franchise longer than three (3) years. The Grantee shall not be required to provide Subscriber information to the Franchising Authority in violation of **Section 631** of the Cable Act. The Franchising Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Franchising Authority aware of such confidentiality. The Grantee may require the Franchising Authority, or any of its employees, agents or representatives who will have access to such information to sign a confidentiality agreement prior to the release of any of this information.

<u>SECTION 13</u>
<u>Community Programming</u>

13.1 **<u>Service to Schools and Public Buildings.</u>** The Grantee shall offer to install one (1) Convertor Box to each Public School and/or Public Building within 125 feet of nearest Cable System connection point and will offer to provide Basic Cable Service and any "expanded" Basic Cable Service tier, if offered, for the term of this Agreement. The Cable Services shall be offered to the Public Schools and Public Buildings. Any such Public School may install, at its expense, such additional Convertor Boxes for classroom purposes as it desires, provided that such installation shall not interfere with the operation of the Cable System. The quality and manner of installation of such additional connections at the Public Schools shall be approved by the Grantee prior to installation and shall comply with all local, State and federal laws and regulations. The requirement to provide Cable Services to Public Schools and Public Buildings is subject to the same build-out set forth in **Subsection 6.1**. The Grantee shall not be required to offer Cable Services to Public Schools and Public Buildings that are more than 125 feet from the nearest connection point to the Cable System, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation. In accordance with the Federal Communications Commission's Third Report and Order regarding Implementation of Section 621(a)(1) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Released August 2, 2019, the cost of any installations to Schools and Public Buildings, if requested, shall be deducted against the Franchise Fee identified in Section 10.1 of this Ordinance.

13.2 Limitations on Use. The Cable Service provided pursuant to **Subsection 13.1** above shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any improper or inappropriate use of the Cable System or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by **Subsection 13.1** above.

SECTION 14
Enforcement and Termination of Franchise

14.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with or defaulted on any material term of this Agreement, the Franchising Authority shall informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

14.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in **Subsection 14.1**:

(i). to respond to the Franchising Authority, contesting the assertion of such noncompliance;

(ii). to cure such default; or

(iii). in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in **Subsection 14.1** pursuant to the procedures set forth in **Subsection 14.2**, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to **Subsection 14.2(ii)** above, the Franchising Authority shall schedule a public hearing to address the alleged non-compliance or default if it intends to continue its investigation. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which shall specify the time, place and purpose of such hearing. The Franchising Authority shall present any evidence of the default at the public hearing and the Grantee shall be provided with equal time to present evidence contrary to that provided by the Franchising Authority or present evidence if the Grantee's attempts to remedy the default.

14.4 Enforcement. In the event the Franchising Authority determines that the Grantee is in material default of any provision of the Agreement after the hearing set forth in **Subsection 14.3**, the Franchising Authority may, subject to applicable federal and State law, (i). seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

(ii). commence an action at law for monetary damages or seek other equitable relief; or

(iii). in the case of repeated or ongoing substantial non-compliance with a material term or terms of this Agreement, seek to revoke the Franchise and terminate this Agreement in accordance with **Subsection 14.5**.

14.5 Revocation.

A. Notice of Intent to Revoke. Prior to revocation of the Franchise and termination of this Agreement, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise and terminate this Agreement on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth the exact nature of the noncompliance and include citation to one or more specific instances of substantial noncompliance with a material provision of this Agreement by the Grantee. The Grantee shall have sixty (60) days from such notice to object in writing to the Franchising Authority, state its reasons for such objection, and provide any explanation. If the Franchising Authority is not satisfied with the Grantee's response, it may then seek to revoke the Franchise and terminate this Agreement at a public hearing. The Franchising Authority shall give the Grantee at least twenty (20) days prior written notice of such public hearing, specifying the time and place of such hearing, and stating the Franchising Authority's intent to revoke the Franchise and terminate this Agreement.

B. Revocation Hearing Provisions. At the revocation hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and witnesses to support its position, and question any witnesses presented by the Franchising Authority. After the Grantee has concluded its presentation, the Franchising Authority shall determine whether or not the Franchise shall be revoked, and this Agreement shall be terminated. The revocation hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be made in writing and shall be delivered to the Grantee pursuant to the notice provisions of this Agreement. The Grantee may appeal such determination to a court of competent jurisdiction.

14.6 Conditions of Sale.

A. If the Grantee's Franchise and this Agreement are lawfully revoked or terminated and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth **in Section 627** of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise and termination of this Agreement, the

Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third-party. The Grantee shall be authorized to continue to operate pursuant to the terms of this Agreement during this period. If the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System during such time, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or State law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

C. Upon the termination of this Agreement and revocation of the Franchise, as provided herein, the Grantee shall, upon notice by the Franchising Authority, remove at its own expense the Cable System from all Public Ways. Notwithstanding the foregoing, the Grantee may abandon any property on Public Ways upon written notice to the Franchising Authority. If, within ninety (90) days of the receipt of such notice, the Franchising Authority determines that the safety, appearance, or use of the Public Ways would be adversely affected, the property must be removed by the Grantee by a date reasonably specified by the Franchising Authority, in light of the amount of work to be performed.

14.7 <u>Good Faith Errors.</u> The parties agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise or termination of this Agreement for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact to the Subscribers or the Cable Services, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 15
Miscellaneous Provisions

15.1 <u>Compliance with State and Federal Laws.</u> This Franchise shall be governed by and construed in accordance with Federal law, the laws of the State of Tennessee and the City of Goodlettsville, Tennessee. The Grantee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and any applicable cable ordinance enacted by the Franchising Authority. Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the State and federal government or any administrative agencies thereof which related to the conduct of the Grantee's business.

15.2 <u>Force Majeure.</u> The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by third-party utility providers to service or monitor their utility poles to which portions of the Cable System are attached, as well as unavailability of materials and/or qualified labor to perform the required work.

15.3 <u>Actions of Parties.</u> The Franchising Authority and the Grantee shall act in a reasonable, expeditious, and timely manner in regard to any action that is mandated or permitted under the terms hereof. Furthermore, in any instance where the approval or consent is required by one of the parties under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Entire Agreement. This Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements, whether oral or written. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement, whether through governmental power or otherwise. Any amendments to this Agreement shall be mutually agreed to in writing by the parties.

15.5 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either express or implied, by the Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that the Grantee reserves all of its rights under applicable Federal and State Constitutions, laws and regulations.

15.6 Notices.

A. Unless otherwise expressly agreed between the parties, every notice or response required by this Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered to the other party, (ii) upon receipt when sent certified, registered mail, (iii) within five (5) business days after having been deposited with the United States Postal Service for standard delivery or (iv) or the next business day if sent by express mail or overnight courier.

B. Notices or responses to the Franchising Authority and the Grantee shall be addressed as follows:

if to the Franchising Authority:

Office of the City Manager
City of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072

if to the Grantee:

Cumberland Connect
Broadband Manager
1940 Madison Street
Clarksville TN 37043
Attn: Mark Cook

C. The Franchising Authority and the Grantee may designate such other address or addresses as those provided in **Subsection 15.6(B)** from time to time by giving notice to the other in the manner provided for in this Subsection.

15.7 <u>Descriptive Headings.</u> The captions to Sections and Subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

15.8 <u>Severability.</u> If any Section, Subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, Subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement.

15.9 <u>Effective Date.</u> This ordinance shall take effect fifteen (15) days after its final passage, the welfare of the citizens of Goodlettsville requiring it.
The Effective Date of this Franchise is the date of final adoption by the Franchising Authority.

[Signatures on the following page.]

CITY OF GOODLETTSVILLE, TENNESSEE

________________________________ Adopted First Reading:______________

MAYOR

________________________________ Adopted Second Reading: ___________

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

____

CITY ATTORNEY

GRANTEE

Grantee:	Cumberland Connect
Signature:	____________________________________
Printed Name:	Mark Cook
Title:	Broadband Manager

Exhibit A

Section 76.309 **FCC Customer Service Obligations**

1. Cable system office hours and telephone availability-

A. The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

i. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

ii. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

B. The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone availability standards above unless an historical record of complaints indicates a clear failure to comply.

C. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

D. Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

2. Installations, outages, and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time.:

A. Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem

B. The "appointment window" alternative for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

C. If a cable operator representative is running later for an appointment with a customer and will not be able to keep the appointment as scheduled, best efforts will be made to contact the customer. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between cable operators and cable subscribers.

A. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

4. Definitions-

A. Normal Business Hours. The terms "normal business hours" means 7:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays.

B. Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

C. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: Ordinance 22-1031 An ordinance imposing a temporary initial ninety (90) day moratorium on the rezoning approval for any High Density Residential Planned Unit Development and Regional Center Planned Unit Development including High Density Residential Use by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance. **SECOND READING** **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item: Ordinance 22-1031** **Dept. of Origin:** Administration / Planning **For Agenda of:** February 10, 2022 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Ordinance 22-1031

SUMMARY STATEMENT:
An ordinance imposing a temporary initial ninety (90) day moratorium on the rezoning approval for any High Density Residential Planned Unit Development and Regional Center Planned Unit Development including High Density Residential Use by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance.

FINANCIAL SUMMARY:
N/A

RECOMMENDED ACTION:
Staff recommends approval of Ordinance 22-1031

ORDINANCE 22-1031

AN ORDINANCE IMPOSING A TEMPORARY INITIAL NINETY (90) DAY MORATORIUM ON THE REZONING APPROVAL FOR ANY HIGH DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND REGIONAL CENTER PLANNED UNIT DEVELOPMENT INCLUDING HIGH DENSITY RESIDENTIAL USE BY THE GOODLETTSVILLE MUNICIPAL PLANNING COMMISSION AND THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE ZONING ORDINANCE.

WHEREAS, the Board of Commissioners of the City of Goodlettsville desires to plan for the orderly future zoning of High Density Residential Planned Unit Developments and projects containing residential high density within the City of Goodlettsville, and desires that such land use be regulated in order to preserve and protect the public health, safety and welfare of the citizens of the City of Goodlettsville; and

WHEREAS, the Board of Commissioners of the City of Goodlettsville finds that the continued authorization of High Density Residential Planned Unit Developments and projects containing residential high density including with the orderly zoning control of this community, such that a temporary moratorium is required; and

WHEREAS, the Board of Commissioners of the City of Goodlettsville now determines that the preparation and implementation of an ordinance for the better regulation of High Density Residential Planned Unit Developments and projects containing residential high density, would be in the best interests of the citizens of the City of Goodlettsville;

NOW THEREFORE BE IT ORDAINED, by the Board of Commissioners by law, that the City of Goodlettsville shall examine the issues involved authorizing High Density Residential Planned Unit Developments and projects containing residential high density and shall present a proposed ordinance having that purpose, for consideration by the Board of Commissioners prior to the expiration of this moratorium; and

IT IS FURTHER ORDAINED as follows:

1) There shall be an initial ninety (90) day moratorium on zoning change approval of all High Density Residential Planned Unit Developments and Regional Center Planned Unit Developments including high density residential.

2) The City of Goodlettsville shall not accept any application for zoning variance initially for ninety (90) days unless extended following the adoption of this Ordinance.

3) The initial ninety (90) day moratorium may be extended in increments of thirty (30) days at a time by passage of a Resolution by the Board of Commissioners prior to its expiration.

3) Any person previously vesting his or her right to development of a High Density Residential Planned Unit Developments to the date of adoption of this ordinance, shall not be subject to this moratorium.

4) This moratorium shall be effective fifteen (15) days from final passage, the public health, safety and welfare demanding, and shall continue in effect initially for ninety (90) days following the date of adoption, unless further extended, or unless repealed sooner by the adoption of comprehensive regulations expressly repealing this Ordinance.

____
MAYOR RUSTY TINNIN

Passed First Reading:________________________

Passed Second Reading:______________________

____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

____
CITY ATTORNEY

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 22-1036 A resolution supporting the restoration of the historical state shared sales tax relationship and the increase single-article cap revenue-sharing relationship between the State of Tennessee and local governments. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 22-1036 **Dept. of Origin:** Administration **For Agenda of:** February 10, 2022 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:
Resolution 22-1036

SUMMARY STATEMENT:
A resolution supporting the restoration of the historical state shared sales tax relationship and the increase single-article cap revenue-sharing relationship between the State of Tennessee and local governments.

FINANCIAL SUMMARY:
$291,666.00 in generated revenue

RECOMMENDED ACTION:
Staff recommends approval of Resolution 22-1036.

RESOLUTION 22-1036

A RESOLUTION SUPPORTING THE RESTORATION OF THE HISTORICAL STATE SHARED SALES TAX RELATIONSHIP AND THE INCREASED SINGLE-ARTICLE CAP REVENUE-SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND LOCAL GOVERNMENTS

WHEREAS, cities throughout the state of Tennessee are the economic engine of the state and today, 92% of the state's total sales tax collections are generated within city limits; and

WHEREAS, in 1947, the state began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and

WHEREAS, when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from 6% to 7%; however, cities were precluded from receiving their share of the 1% increase in sales tax revenue; and

WHEREAS, as a result of this change to the historical sharing relationship of state sales tax revenue, municipalities are only receiving a share of the state sales tax generated by 5.5% of the state sales tax rate rather than the full 7%; and

WHEREAS, because of this altered sharing relationship, the City of Goodlettsville was denied an estimated $291,666.00 in shared sales tax revenue in fiscal year 2021, and cities across Tennessee have been denied approximately $835 million in shared sales tax revenues since its adoption; and

WHEREAS, at the same time in 2002, the state also doubled the amount of the purchase price of individual sale items (single-article cap items) subject to the combined state and local option sales tax of 9.75% from $1,600.00 to $3,200.00; and

WHEREAS, in addition to the state continuing to retain 100% of its 7% levy on the sale of single-article cap items, the state also captured, and continues to capture, 100% of the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above $1,600.00; and

WHEREAS, since the adoption of the single-article cap increase in 2002, the state has received more than $951 million in sales tax collections that would have benefitted cities, counties and school systems where these purchases occurred; and

WHEREAS, the returned revenue to cities, including Goodlettsville, would (1) provide relief to local taxpayers and assist local governments in meeting the increasing demand for services, (2) provide an environment that has enabled existing businesses and industries to succeed, (3) promote further economic expansion, and (4) afford residents a high quality of life that has allowed the state of Tennessee to prosper.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the City of Goodlettsville, on behalf of its residents, formally supports the restoration of the historical revenue-sharing relationship of recurring state shared sales taxes in order for cities to once again receive 4.6% of all state general fund sales tax revenue. The Board also formally supports the allowance of local governments to receive sales tax revenues realized on items with a purchase price above $1,600.00.

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

ADOPTED, this 10th day of February, 2022.

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Mayor Rusty Tinnin

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Vice Mayor Jennifer Duncan

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Commissioner Jimmy Anderson

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Commissioner Stuart Huffman

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Commissioner Zach Young

ATTEST:

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City Recorder

APPROVED AS TO FORM AND LEGALITY

____
City Attorney

AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 22-1037 A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING AN AGREEMENT WITH COMMUNITY DEVELOPMENT PARTNERS, LLC., FOR GRANT ADMINISTRATION SERVICES AS IT RELATES TO THE AMERICAN RESCUE PLAN ACT OF 2021. **PRESENTED BY:** Tim Ellis, City Manager Julie High, Asst. City Manager	**Agenda Item**: Resolution 22-1037 **Dept. of Origin**: Administration **For Agenda of**: February 10, 2022 **Originator**: Tim Ellis **Cost of Item**: $150,000 – To be paid by ARPA funds

AGENDA ITEM ATTACHMENTS:
Resolution 22-1037

SUMMARY STATEMENT:
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING AN AGREEMENT WITH COMMUNITY DEVELOPMENT PARTNERS, LLC., FOR GRANT ADMINISTRATION SERVICES AS IT RELATES TO THE AMERICAN RESCUE PLAN ACT OF 2021.

FINANCIAL SUMMARY:
$150,000 – **To be paid by ARPA funds**

RECOMMENDED ACTION:
Staff recommends the Board adopt Resolution 22-1037

RESOLUTION No. 22-1037

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING AN AGREEMENT WITH COMMUNITY DEVELOPMENT PARTNERS, LLC., FOR GRANT ADMINISTRATION SERVICES AS IT RELATES TO THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, the City of Goodlettsville will be receiving funds from the American Rescue Plan Act of 2021; and

WHEREAS, record keeping requirements for such funds will exceed the current staffing levels of the city; and

WHEREAS, the City of Goodlettsville, Tennessee has publicly advertised for professional grant administrative services from qualified firms; and

WHEREAS, it has been determined that Community Development Partner LLC. is the most qualified to provide such services; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT AN AGREEMENT WITH COMMUNITY DEVELOPMENT PARTNERS, LLC. FOR GRANT ADMINISTRATION IS APPROVED AND AS REFLECTED IN EXHIBIT I

BE IT FURTHER RESOLVED THAT THE CITY MANAGER IS AUTHORIZED TO SIGN ALL PERTINENT DOCUMENTS ASSOCIATED WITH SAID AGREEMENT.

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

__________________________ Date adopted: February 10, 2022

Mayor Rusty Tinnin

Attest

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City Recorder

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Approved as to form and legality

CONTRACT AGREEMENT

between

Community Development Partners, LLC

and

City of Goodlettsville, Tennessee

THIS AGREEMENT, entered into as of this 3rd day of February, 2022 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (herein called the *CONSULTANT*) and the City of Goodlettsville, TENNESSEE (herein called the *CLIENT*). The Agreement pertains to the AMERICAN RESCUE PLAN ACT (ARPA).

Whereas the *CLIENT* desires to engage the *CONSULTANT* to render professional administrative management services (professional services) and to advise the CLIENT on complying with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (ARPA); and the *CONSULTANT* agrees to provide professional advice to the CLIENT on complying with ARPA. Therefore, the *CLIENT* and the *CONSULTANT* do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE ASSISTANCE

The *CONSULTANT* shall provide professional administrative services to the *CLIENT*, including but not limited to, the activities described in Attachment A.

ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Agreement by both parties and will remain in effect until completion and closeout of ARPA activities unless terminated in writing.

ARTICLE III – GENERAL PROVISIONS

a. **Personnel**: The *CONSULTANT* warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.

b. **Office Space**: The *CONSULTANT* agrees to maintain office space and facilities required to perform all services as called for under this Agreement at no expense to the CLIENT.

c. **Subcontracting**: No work or services covered by this Contract shall be subcontracted without the prior consent of the *CLIENT*. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

d. **Access to Materials**: The *CLIENT* agrees to make available to the *CONSULTANT* any documents, planning materials, or any other information in its possession or otherwise readily available which has a direct bearing on the ARPA funding for the *CLIENT*, at no expense to the *CONSULTANT*.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Agreement, the *CLIENT* agrees to pay the *CONSULTANT* for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Agreement). Such payment shall be due upon the presentation of periodic Invoices certifying such amounts are due and payable. The total amount to be paid under this section for services shall be One Hundred Fifty Thousand Dollars ($150,000).

ARTICLE V – TERMS and CONDITIONS

a. **Termination of Contract for Cause/Breach of Contract**: If through any cause the *CONSULTANT* shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the *CONSULTANT* shall violate any of the covenants, agreements, or stipulations of this Contract, the *CLIENT* shall thereupon have the right to terminate this Contract by giving written notice to the *CONSULTANT* of such termination and specifying the effective date thereof. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT* become the CLIENT's property, and the *CONSULTANT* shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

   Notwithstanding the above, the *CONSULTANT* shall not be relieved of liability to the *CLIENT* for damages sustained by the CLIENT by virtue of any breach of the Contract by the *CONSULTANT*, and the *CLIENT* may withhold any payments to the *CONSULTANT* for the purpose of set-off until such time as the exact amount of damages due the *CLIENT* from the *CONSULTANT* is determined.

b. **Termination for Convenience**: The *CLIENT* or *CONSULTANT* may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days prior to the effective date of such termination. In such case, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the *CLIENT*, become CLIENT'S property.

   If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the *CONSULTANT*, the above clause relative to termination shall apply.

c. **Changes**: The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT's* compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.

d. **Assignability**: The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.

e. **Confidentiality**: All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT*.

f. **Publication, Reproduction and Use of Material**: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

a. **Regulations**: The *CONSULTANT* shall comply with applicable laws, regulations, ordinances, and codes of the United States Government, the State of Tennessee, and local government(s).

b. **Audits and Inspection/Access to Records/Record Retention**: At any time during normal business hours, the *CONSULTANT* shall make records with respect to matters covered by this Contract available to the *CLIENT* for examination.

   The *CONSULTANT* shall retain all documents, papers, and records which are directly pertinent to this Contract for a period of five (5) years following completion of the contracted work and expiration of the Contract.

c. **Title VI Civil Rights Act of 1964**: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

   The *CONSULTANT* shall be in compliance with the *CLIENT's* Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.

d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.)**: This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.

e. **Interest of Members of the *CLIENT* and Other Local Public Officials**: No officer, member, or employee of the *CLIENT;* no member of the local governing body; and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The *CONSULTANT* shall take appropriate steps to assure compliance.

f. **Interest of the *CONSULTANT***: The *CONSULTANT* covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The *CONSULTANT* further covenants that in the performance of this Contract, no person having any such interest shall be employed.

g. **Officials Not to Benefit**: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.

h. **Section 504 of the Rehabilitation Act of 1973, as amended**:
   The *CONSULTANT* will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

i. **Title II of the Americans with Disabilities Act of 1990, as amended**: This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.

j. **Age Discrimination Act of 1975 (Applicable to Contracts of $2,000 or greater)**: No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.

ARTICLE VII – ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the *CLIENT,* the *CONSULTANT* shall furnish additional services which are not considered to be an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the *CLIENT* and the *CONSULTANT*, and written authorization from the *CLIENT* to proceed, the *CONSULTANT* will provide the additional service.

IN WITNESS WHEREOF, the *CLIENT* and the CONSULTANT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

City of Goodlettsville

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Mayor

Attest:

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Community Development Partners, LLC

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President

Attest:

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ATTACHMENT A

DETAIL OF ADMINISTRATIVE SERVICES

The consultant shall support effective management and oversight, including consultation for ensuring compliance with regulatory and other requirements for funds awarded to the City of Goodlettsville under Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (ARPA).

Name of person or company providing services:
Community Development Partners, LLC.

	DELIVERABLES	AMOUNT
1	**Planning**	**$22,500.00**
	A. Community and stakeholder outreach/engagement where required	
	B. Review Master Plan, comprehensive plans, or other plans to identify projects or activities that may be eligible for SLFRF funding	
	C. Formulate goals, recommendations, and establish priority of eligible activities per Interim/Final Rule and Guidance for State and Local Fiscal Recovery Funds, best practices, local context, and community need	
	D. Develop documentation for eligible projects, activities, and uses of funds	
	E. Draft and coordinate with the City's staff to submit initial spend plan to State of Tennessee Department of Finance & Administration (F&A)	
2	**Reporting and Monitoring**	**$33,000.00**
	A. Create, complete, and maintain filing system of documentation and data for use of funds	
	B. Prepare and coordinate with the City's staff to submit Performance and Financial Reports to the US Treasury as required by the Interim/Final Rule, and Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds	
	C. Prepare and coordinate with the City's staff to submit annual spending plan updates to State of Tennessee Department of F&A	
	D. Provide monthly or periodic status report regarding use and status of funds for officials and staff	
	E. Provide electronic and other communications with local, state, federal entities	
	F. Assist with the education and training of staff that may be involved with various aspects of SLFRF	
3	**Equal Opportunity/Title VI**	**$7,500.00**
	A. Civil Rights compliance and reporting	
	B. DBE Solicitation for competitive bid	
	C. On-site poster documentation	

	DELIVERABLES	AMOUNT
4	**Project Management**	**$45,000.00**
	A. Develop and manage procedures and practices for determination of subrecipient, contractor, and beneficiary eligibility B. Procurement, Suspension & Debarment monitoring to ensure procurement/payments are consistent with federal, state, local guidelines C. Coordinate with the City's staff, technical consultants/engineers to formulate front-end bid manual that is consistent with local purchasing requirements, Uniform Guidance, and compliance guidance for SLFRF D. Review, proposals, contracts, requests for payments and other purchasing documentation to ensure compliance using federal funds E. Collect, evaluate, and manage programmatic documents and data or each project F. For any infrastructure project, assist in establishing applicable labor standards, establish contractor reporting requirements, and monitor contractors for compliance	
5	**Financial Management**	**$33,000.00**
	A. Work with the City's staff to establish reporting and internal methods to record, disburse, and track funds in accordance with Uniform Guidance and Compliance and Interim/Final Rule for SLFRF B. Coordinate pre-reimbursement set up C. Work with the City's staff to review payment request for each eligible project D. Propose corrective action to ensure compliance E. Perform internal control/risk assessment as needed or required F. Provide other assistance/oversight to ensure funding is retained	
6	**Audit and Closeout**	**$9,000.00**
	A. Work with the City's staff to prepare for single audits of expenditures and work with the City's auditors as needed B. Final Closeout/Performance Reports	
	GRAND TOTAL	**$150,000.00**

The proposed amount identifies and includes all professional administrative services, expected costs, and expenditures that are deemed necessary to carry out those activities. Periodic invoices shall be submitted on a monthly basis. The cumulative amount invoiced shall not exceed the maximum limit established in this agreement unless otherwise amended.

AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

SUBJECT TITLE: Resolution 22-1038 A RESOLUTION TO AMEND CONTRACTS BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS IT RELATES TO VARIOUS TRANSPORTATION PROJECTS AND REFERENCED AS PROJECT NUMBERS 120327.00, 120326.00, AND 125191.01. **PRESENTED BY:** Tim Ellis, City Manager	**Agenda Item:** Resolution 22-1038 **Dept. of Origin:** Administration **For Agenda of:** February 10, 2022 **Originator:** Tim Ellis **Cost of Item:** N/A

AGENDA ITEM ATTACHMENTS:

Resolution 22-1038

SUMMARY STATEMENT:

A RESOLUTION TO AMEND CONTRACTS BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS IT RELATES TO VARIOUS TRANSPORTATION PROJECTS AND REFERENCED AS PROJECT NUMBERS 120327.00, 120326.00, AND 125191.01.

Main Street – Caldwell Sidewalk – Conference Drive Enhancements

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1038

RESOLUTION NO. 22-1038

A RESOLUTION TO AMEND A CONTRACTS BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS IT RELATES TO VARIOUS TRANSPORTATION PROJECTS AND REFERENCED AS PROJECT NUMBERS 120327.00, 120326.00, AND 125191.01.

WHEREAS, There is a need to amend existing contracts between the city and the Tennessee Department of Transportation, and

WHEREAS, the aforementioned amendment relates solely to the dates of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE AFOREMENTIONED CONTRACT EXTENSIONS ARE HEREBY APPROVED, AS IT RELATES TO PROJECT NUMBERS 120327.00, 120326.00, AND 125191.01.

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

_______________________________________ Adopted: February 10, 2022

MAYOR RUSTY TINNIN

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CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

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CITY ATTORNEY