



March 24, 2022 Board of Commissioners City Hall - Massie Chambers
6:30 PM

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 March 10th 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. Consent agenda items.
8. Old Business.
 - a. Consider Ordinance 22-1032, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include the North Main Street Mixed Use Overlay Zone and Regulations. **SECOND READING & PUBLIC HEARING**

- b. Consider Ordinance 22-1033, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to include the North Main Street Mixed Use Overlay on a 1.25 acre property on North Main Street.

SECOND READING & PUBLIC HEARING

- c. Consider Ordinance 22-1034, an ordinance of the City of Goodlettsville, Tennessee amending Goodlettsville Municipal Code Title 13, Chapter 3 by creating a new subsection 312, as it relates to removal of vegetation and debris on certain lots. **SECOND READING & PUBLIC HEARING**
- d. Consider Resolution 22-1040, a resolution of the City of Goodlettsville Board of Commissioners authorizing the City Manager and other appropriate staff to create a traffic calming policy for consideration and implementation in the City of Goodlettsville.

9. New Business.

- a. Consider Ordinance 22-1035, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to amend residential parking, street yard landscaping, project buffer yard, building design, street designs, mixed use development, master plan requirements. **FIRST READING**
- b. Consider Ordinance 22-1036, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2021-2022 budget, passed by Ordinance 21-995. **FIRST READING**
- c. Consider Resolution 22-1042, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.
- d. Consider Resolution 22-1043, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and donating to the Sumner County Sheriff's Department.
- e. Consider Resolution 22-1044, a resolution approving a contract extension for solid waste collection within the City of Goodlettsville.

10. 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

March 10, 2022

6:30 PM

City Hall - Massie Chambers

Minutes:

Present: Jennifer Duncan, Stuart Huffman, and Rusty Tinnin.

Absent: Jimmy D. Anderson and Zach Young.

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

Mayor Rusty Tinnin called the meeting to order. Mayor Tinnin stated he was deeply saddened to let everyone know of the sudden passing of Mrs. Ann Crawford. She was a cornerstone for the city, a mother, neighbor and, most of all a friend to everyone in the city. He asked for prayers for her family and the meeting started with a moment of silence. Mike Bell offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

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

Consider the minutes of the February 10, 2022 regular meeting of the Board of Commissioners by the Recorder. Vice Mayor Duncan made a motion to approve the minutes as written. Commissioner Huffman seconded the motion and motion passed 3-0.

City Manager Tim Ellis updated the Board regarding the ARPA funding that we have received half of already. Final rules have come out and they are very different from the original ones and they allow the city to look at different opportunities to use the funds. He stated we will need to look at a project at our sewer pump station. He also stated we had received competitive sealed proposals for trash pickup. The current contract expires end of June. We are working through to come up with the best answer for the city going forward.

Mayor Tinnin said he was so emotional about Mrs. Ann because she was on their back porch every morning and every evening.

Consider Old Business.

Consider New Business.

Consider Ordinance 22-1032, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include the North Main Street Mixed Use Overlay Zone and Regulations, first reading. Commissioner Huffman made a motion to

consider Ordinance 22-1032. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 3-0 vote to approve Ordinance 22-1032.

Consider Ordinance 22-1033, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to include the North Main Street Mixed Use Overlay on a 1.25 acre property on North Main Street, first reading. Vice Mayor Duncan made a motion to consider Ordinance 22-1033. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 3-0 vote to approve Ordinance 22-1033.

Consider Ordinance 22-1034, an ordinance of the City of Goodlettsville, Tennessee amending Goodlettsville Municipal Code Title 13, Chapter 3 by creating a new subsection 312, as it relates to removal of vegetation and debris on certain lots, first reading. Commissioner Huffman made a motion to consider Ordinance 22-1034. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 3-0 vote to approve Ordinance 22-1034.

Consider Resolution 22-1039, a resolution of the City of Goodlettsville Board of Commissioners acknowledging and adopting the wastewater rate study as performed by Blankenship CPA Group, PLLC. City Manager Ellis stated we increased the rates 7% about a year ago. This shows the 7% increase is an adequate amount to sustain our operations. Since our rates do go up each year for treatment by Metro Water, it is recommended that we pass along that increase at 1 1/2% each year. The study also references making an increase for inflation. City Manager Ellis stated at this time we are taking in enough money to cover our operations. Vice Mayor Duncan made a motion to consider Resolution 22-1039. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 3-0 vote to approve Resolution 22-1039.

Consider Resolution 22-1040, a resolution of the City of Goodlettsville Board of Commissioners authorizing the City Manager and other appropriate staff to create a traffic calming policy for consideration and implementation in the City of Goodlettsville. City Manager Ellis stated we have discussed this in the past. This resolution would determine if we need one or not. This would create a system to slow traffic and there would be specific metrics in place to determine those areas. City Manager Ellis recommended deferral for one meeting so we could have the entire board present. Vice Mayor Duncan made a motion to defer Resolution 22-1040 for one meeting. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 3-0 vote to defer Resolution 22-1040 for one meeting.

Consider Resolution 22-1041, a resolution designating certain streets as being protected from certain road and utility cuts as established by Ordinance 04-643. City Manager Ellis stated this added Two Mile Parkway to the list. Vice Mayor Duncan made a motion to consider Resolution 22-1041. Commissioner Huffman seconded the motion. Mayor Tinnin stated Mrs. Ann would have given a mouthful on this and her bumpy road. Vote was then taken which resulted in a 3-0 vote to approve Resolution 22-1041.

With no further business, Commissioner Huffman made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 6:46pm with a 3-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1032</u> An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include the North Main Street Mixed Use Overlay Zone and Regulations. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 22-1032 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1032

SUMMARY STATEMENT:

An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include the North Main Street Mixed Use Overlay Zone 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 22-1032.

ORDINANCE 22-1032

AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF GOODLETTSVILLE, TO INCLUDE THE NORTH MAIN STREET MIXED USE OVERLAY ZONE 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 Goodlettsville Planning Commission's review of the North Main Street Overlay Zone amendment included that the section of the corridor serves as an entry corridor to the City's Commercial Core Overlay and Town Center area and defined mixed use development would be complimentary in this area to the City's Main Street Improvement Project and adjacent higher density and intensity permitted mixed use developments in the Commercial Core Overlay and Town Center and the North Main Street Overlay would encourage commercial and residential mixed use high density residential developments along a main arterial route; and,

WHEREAS, The Goodlettsville Planning Commission at the February 7, 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 North Main Street Overlay Zone including an amendment to Zoning Ordinance to include a new Section 14-206 (8) as listed 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) 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 22-1032

“EXHIBIT A”

Zoning Ordinance Section 14-206 Commercial District Regulations

New Section: (8) Main Street Mixed Use Overlay

(8) North Main Street overlay district. This district is intended to define the northern boundary of a mixed-use development corridor from the city center and the CCO, Commercial Core Overlay and Town Center area to implement the use provisions of the Goodlettsville streetscape plan. The design features and standards included are to establish mixed use development types including defined residential uses.

(a) Application. The standards of the North Main Street overlay shall be applied to those parcels with property frontage to N. Main Street and within a commercial base zoning district. The overlay area is defined along N. Main Street from the Myers Street and Moncrief Street intersections to the N. Main Street/Fannin Drive intersection. The North Main Street overlay on the official zoning map shall supersede any requirements that are in conflict with the commercial base zoning district of the properties within the overlay.

(b) Use provisions. In addition to the permitted uses of the commercial base zone districts, permanent residential uses are permitted above a non-residential/commercial use ground floor story per the maximum story height of the commercial base zoning district. The entire ground floor building area (except for access to the upper levels) is only for the non-residential/commercial use. The residential density is permitted at a maximum density of fifteen (15) residential units per acre. The permitted residential use shall only be within a principal building including a ground floor non-residential/commercial use. The minimum square footage of a residential unit shall be 600 square feet. The non-residential/commercial use area of the building or buildings including residential units shall be a minimum of twenty-five (25%) percent of the total building or buildings area. The calculation shall not include any access areas to the upper levels.

(c) Parking lot design. Parking lots are encouraged to be located along the side or rear of the principal building. The minimum required number of parking spaces for the residential use shall be provided on-site and shall be separate from the minimum required number of parking spaces and loading and service areas for the non-residential use. The residential parking area shall be designed, constructed, and maintained to be available only for the residential use. The parking lot shall include lighting per city standards designed for each section of the parking area. Exterior lighting fixtures, standards and exposed accessory lighting shall be compatible with the building design and shall be designed to direct the light downward unless decorative standards are utilized.

(d) Sidewalks. The development of each site shall include a sidewalk along the public street frontage with connection to internal building pedestrian walks and building access points.

(k) Utilities. All new utility services shall be underground.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1033</u> An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to include the North Main Street Mixed Use Overlay on a 1.25 acre property on North Main Street. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 22-1033 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1033

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to include the North Main Street Mixed Use Overlay on a 1.25 acre property on North Main Street.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff and Planning Commission recommends approval of Ordinance 22-1033.

ORDINANCE NO. 22-1033

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 TO INCLUDE THE NORTH MAIN STREET MIXED USE OVERLAY ON A 1.25 ACRE PROPERTY ON NORTH MAIN STREET

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 has previously defined a Commercial Core Zoning District and Overlay and Town Center Area of the City including a section of Main Street and the North Main Street Mixed Use Overlay would provide a defined corridor leading to and adjacent to the defined Commercial Core and Town Center of the City that permits higher density mixed use residential uses; and

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on February 7, 2022 meeting to recommend its passage to the Board of Commissioners based on the property being within the North Main Street Mixed Use Overlay Zoning Ordinance section defined overlay boundary to permit mixed residential uses; 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 including the North Main Street Mixed Use Overlay on a property fronting North Main Street including a CS, Commercial Services Zoning District classification. Said area is attached as "EXHIBIT A" and described as follows:

MAP 18 16 PARCEL 022100 WHICH CONTAINS APPROXIMATELY 1.25 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

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

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

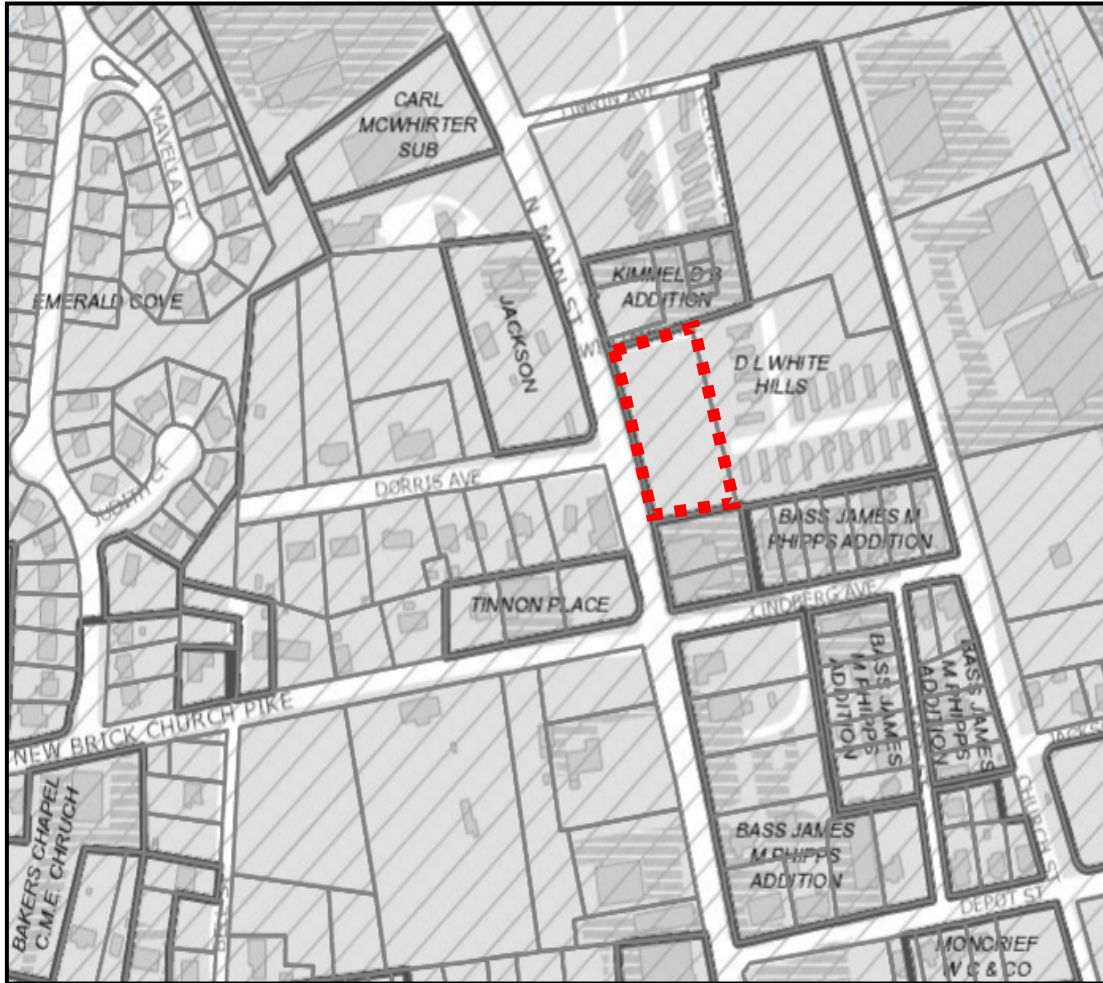
APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 22-1033
“EXHIBIT A”





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1034</u> An ordinance of the City of Goodlettsville, Tennessee amending Goodlettsville Municipal Code Title 13, Chapter 3 by creating a new subsection 312, as it relates to removal of vegetation and debris on certain lots. SECOND READING AND PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 22-1034 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1034

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending Goodlettsville Municipal Code Title 13, Chapter 3 by creating a new subsection 312, as it relates to removal of vegetation and debris on certain lots.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1034.

ORDINANCE NO. 22-1034

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING GOODLETTSVILLE MUNICIPAL CODE TITLE 13, CHAPTER 3 BY CREATING A NEW SUBSECTION 312, AS IT RELATES TO REMOVAL OF VEGETATION AND DEBRIS ON CERTAIN LOTS.

WHEREAS, it has been deemed it has been deemed in the best interest of the City of Goodlettsville to include certain references of the Tennessee Code Annotated in the City of Goodlettsville Municipal Code, and;

WHEREAS, such amendments is in relation to vegetation and debris removal from certain lots, and;

WHEREAS, this ordinance will accomplish, and;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 13, CHAPTER 3 IS AMENDED AND A NEW SUBSECTION 312 IS CREATED AS FOLLOWS:

13-3-312. Inspections; notice to remove; removal by city; reimbursement by owner. The City Manager of the City of Goodlettsville or those persons he may designate, shall inspect any property within the City of Goodlettsville suspected of being in violation of *TCA Section 6-54-113 and* if it is determined by the appropriate department or person as designated by the governing body of a municipality that any owner of record of real property has created, maintained or permitted to be maintained on such property the growth of trees, vines, grass, underbrush or the accumulation of debris, trash, litter, or garbage, or any combination of the preceding elements, so as to endanger the health, safety or welfare of other citizens or to encourage the infestation of rats and other harmful animals, the appropriate department or person shall provide notice to the owner of record to remedy the condition immediately. The notice shall be given by United States mail, addressed to the last known address of the owner of record. When an attempt at notification by United States mail fails or no valid last known address exists for the owner of record, the municipality may publish the notice in a newspaper of general circulation in the county where the property sits for no less than two (2) consecutive issues or personally deliver the notice to the owner of record. For purposes of this section, such publication shall constitute receipt of notice effective on the date of the second publication of the notice and personal delivery shall constitute receipt of notice immediately upon delivery. The notice shall state that the owner of the property is entitled to a hearing. The notice shall be written in plain language and shall also include, but not be limited to, the following elements:

- (1) A brief statement of this section, which shall contain the consequences of failing to remedy the noted condition;
- (2) The person, office, address and telephone number of the department or person giving notice;
- (3) A cost estimate for remedying the noted condition, which shall be in conformity with the standards of cost in the community; and

(4) A place wherein the notified party may return a copy of the notice, indicating the desire for a hearing.

(5) Appeal Notice. The City of Goodlettsville shall provide for a hearing upon request of the person aggrieved by the determination made pursuant to this section. A request for a hearing shall be made within ten (10) days following the receipt of the notice issued. Failure to make the request within this time shall without exception constitute a waiver of the right to a hearing.

Any person aggrieved by an order or act of the board, agency or commission under this subsection (d) may seek judicial review of the order or act. The time period established in subsection (c) shall be stayed during the pendency of a hearing.

Per TCA Section 6-54-113, If the property owner or owners fails or refuses to remedy the condition within ten (10) days after receiving the notice, the appropriate department or person at the City of Goodlettsville shall immediately cause the condition to be remedied or removed at a cost in conformity with reasonable standards and the cost thereof assessed against the owner or owners of the property plus a fifty dollar (\$50.00) service fee. All owners of property shall be liable jointly and separately for the expense of removal of the condition, substance or thing upon their property, and the property itself shall be subject to suit for reimbursement of such expenses. In the event the expense of such removal expense thereof plus a fifty dollar (\$50.00) service fee charged to the property and the owners thereof shall not have been paid within the ten (10) day period allowed then the city manager shall then notify as hereinabove provided, then the expenses shall be entered upon the tax books of the city as a lien against such parcel of property whereon such expense was incurred. The municipality may collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction. The municipality may bring one (1) action for debt against more than one (1) or all of the owners of properties against whom such costs have been assessed, and the fact that multiple owners have been joined in one (1) action shall not be considered by the court as a misjoinder of parties. Upon the filing of the notice with the office of the register of deeds of the county in which the property lies, the costs shall be a lien on the property in favor of the municipality, second only to liens of the state, county and municipality for taxes, any lien of the municipality for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the municipal tax collector or county trustee at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes.

When the owner of an owner-occupied residential property fails or refuses to remedy the condition within ten (10) days after receiving the notice, the appropriate department or person at the City of Goodlettsville shall immediately cause the condition to be remedied or removed at a cost in accordance with reasonable standards in the community, with these costs to be assessed against the owner of the property plus a fifty-dollar (\$50.00) service fee. In the event the expense of such removal expense thereof plus a fifty dollar (\$50.00) service fee charged to the property and the owners thereof shall not have been paid within the ten (10) day period allowed then the city manager shall then notify as hereinabove provided, then the expenses shall be entered upon the tax books of the city as a lien against such parcel of property whereon such expense was incurred. In the event such expense shall not have been reimbursed by the date upon which taxes are due and payable for the year in which same was incurred, then the city manager shall cause to be added to

said amounts penalty and interest as are applicable to delinquent assessments which shall constitute a lien on property. The section shall apply to the collection of costs against the owner of an owner-occupied residential property, except that the municipality shall wait until cumulative charges for remediation equal or exceed five hundred dollars (\$500) before filing the notice with the register of deeds and the charges becoming a lien on the property. After this threshold has been met and the lien attaches, charges for costs for which the lien attached are collectible as provided in subdivision (c)(1)(A) for these charges.

If the person who is the owner of record is a carrier engaged in the transportation of property or is a utility transmitting communications, electricity, gas, liquids, steam, sewerage or other materials, the ten-day period specified in ordinance section above shall be twenty (20) days, excluding Saturdays, Sundays and legal holidays.

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

MAYOR RUSTY TINNIN

Adopted First Reading: _____

CITY RECORDER

Adopted Second Reading: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 22-1040 A resolution of the City of Goodlettsville Board of Commissioners authorizing the City Manager and other appropriate staff to create a traffic calming policy for consideration and implantation in the City of Goodlettsville. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1040 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1040

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commissioners authorizing the City Manager and other appropriate staff to create a traffic calming policy for consideration and implantation in the City of Goodlettsville.

FINANCIAL SUMMARY:

This resolution will have no fiscal impact on the City of Goodlettsville.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1040.

RESOLUTION 22-1040

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AUTHORIZING THE CITY MANAGER AND OTHER APPROPRIATE STAFF TO CREATE A TRAFFIC CALMING POLICY FOR CONSIDERATION AND IMPLEMENTATION IN THE CITY OF GOODLETTSVILLE

WHEREAS, there is an increasing need to create methods in which to control the speed of vehicles throughout public streets; and

WHEREAS, the City of Goodlettsville has never created nor adopted a policy in which would permit the implementation and installation of traffic calming measures within the city; and

WHEREAS, there has been an increase in concerns expressed by local residents of traffic speeds throughout neighborhoods; and

WHEREAS, it may be advantageous of the City of Goodlettsville to create such a plan and create a policy for implementation.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THEY AUTHORIZE THE CITY MANAGER AND OTHER CITY STAFF TO CREATE A TRAFFIC CALMING PLAN FOR THE CITY OF GOODLETTSVILLE AND PRESENT A POLICY FOR CONSIDERATION BY THE BOARD.

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

Mayor Rusty Tinnin

Passed: _____

Attest:

City Recorder

APPROVED AS TO FORM AND LEGALITY

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1035</u> An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to amend residential parking, street yard landscaping, project buffer yard, building design, street designs, mixed use development, master plan requirements. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 22-1035 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1035

SUMMARY STATEMENT:

An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to amend residential parking, street yard landscaping, project buffer yard, building design, street designs, mixed use development, master plan requirements.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 22-1035.

ORDINANCE 22-1035

AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF GOODLETTSVILLE, TO AMEND RESIDENTIAL PARKING, STREET YARD LANDSCAPING, PROJECT BUFFER YARD, BUILDING DESIGN, STREET DESIGNS, MIXED USE DEVELOPMENT, MASTER PLAN REQUIREMENTS

WHEREAS, the amendments are in response to Ordinance 22-1031 that defined a ninety (90) day moratorium on the City receiving and processing high density development and planned unit development zoning proposals; and,

WHEREAS, the amendments are based on issues the City's Planning Commission have recently experienced with higher density type development project reviews and issues with current requirements for recently constructed projects including vehicles parking over street side sidewalks on residential driveways, street tree plantings, and residential building construction; and,

WHEREAS, the City of Goodlettsville Zoning Ordinance includes but is not limited to regulating the location, construction, reconstruction, alteration, and use of buildings, structures, and land for residence, business, commercial and to fix reasonable standards to which buildings or structures shall conform; and,

WHEREAS, the City of Goodlettsville Zoning Ordinance includes but is not limited to; and limiting congestion in the public streets and so protect the public health, safety, convenience, and general welfare by providing for the off-street parking of motor vehicle and to establish building lines and the location of buildings designated for residential, business, and commercial purposes; and,

WHEREAS, the City of Goodlettsville Zoning Ordinance Planned Unit Development section includes but is not limited to promoting flexibility in design and planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; and,

WHEREAS, the City of Goodlettsville Planning Commission's review of the amendments included the intention for a residential planned unit developments to be focused on project design including how the buildings relate to the designed streetscape and the use and maintenance of the streets and sidewalk systems, landscape and buffer requirements, and commercial components for of higher density residential projects on main roadways in the city; and,

WHEREAS, The Goodlettsville Planning Commission at the March 7, 2022 regularly scheduled meeting reviewed and discussed this proposed amendment with an additional amendment to define the minimum parking space dimension in relation to property lines and sidewalks 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. 06-674 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 amending the following sections of the Zoning Ordinance as listed in "EXHIBIT A"

Zoning Ordinance Sections:

14-208 (2)(b)(i)(A)
14-208 (4)(d)(vi)
14-208 (4)(e)
14-208 (4)(e)(i)(A)
14-208 (4)(e)(i)(D)(1)
14-208 (4)(f)
14-208 (5)(f)
14-208 (5)(j)(i)
14-208 (5)(j)(ii)
14-210 (2)(e)
14-210 (3)(a)(v)
14-210 (3)(b)(i)(C)
14-210 (4)(d)
14-210 (4)(e)
14-210 (4)(f)(i)
14-210 (4)(f)(ii)
14-210 (4)(f)(iii)(C)
14-210 (4)(f)(iii)(D)
14-210 (4)(h)(i)
14-210 (4)(h)(ii)
14-210 (4)(h)(iii)
14-210 (4)(h)(v)
14-210 (4)(h)(ix)(F)
14-210 (4)(h)(xi)

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 22-1035

“EXHIBIT A”

AMENDMENT#1

14-208. Supplementary District Regulations.

(2) Off-Street Parking and Loading Requirements

(b) Residential activities:

(i) Permanent:

(A) One (1) family detached, two (2) family *detached dwellings, attached, and semi-detached: Two (2) spaces per dwelling unit with no more than two (2) bedrooms and four (4) spaces per unit with three (3) or more bedrooms units.*

AMENDMENT#2

14-208. Supplementary District Regulations.

(4) Site and Architectural Design Standards

(d) Off-Street Parking Lot Design Standards

(vi) Parking stalls. The size of each parking space shall be as shown on the sample layout illustration according to the angle of parking and appropriately marked with painted lines or curbs. *The minimum parking space dimensions for perpendicular residential spaces shall be measured from the property line or back of sidewalk whichever dimension is more restrictive.*

AMENDMENT#3

14-208 Supplementary District Regulations

(4) Site and Architectural Design Standards

(e) Residential Design Requirements. The intent of this section is to ~~encourage~~ guide the development of residential neighborhoods that are compatible throughout the development and that complement existing development and the natural environment. Architectural elevations are required as a part of a Planned Unit Development master plan.

~~(i) Building variation. Variation in front elevations on the same side of a street are required in order to achieve a varied street scene and to eliminate the reuse of identical or substantially similar buildings in close proximity to each other. Identical or~~

similar buildings shall not be repeated more frequently than every sixth (6th) house on the same side of any street. Buildings shall be considered similar if they have similar building mass and form without distinguishing characteristics. Exterior surface materials such as brick, stone, stucco, Drivit, siding or a combination thereof may be used to create a distinctive differentiation between structures.

The front setback line shall also be varied. After observation of the minimum front setback established by the zoning district, the front setback of one (1) lot shall be varied by a minimum of two feet (2') from the front setback of any house within two (2) lots on either side of the subject lot.

(ii) Facades. Facades should be well articulated and proportioned. The dominance of garages at street level shall be avoided. Any attached garage that faces or opens toward the street shall have a setback between three (3') and ten feet (10') behind the front wall of the house. The garage door(s) shall be designed to blend with and compliment the house. Large expanses of blank walls shall be avoided by creating aesthetic and proportioned patterns of windows and shadows.

(iii) Roofs. Buildings should be designed using pitched roofs with flat roofs being discouraged. The minimum roof pitch shall be 5/12.

(iv) Soffit design. No roof overhang or soffit, as measured from the finished side of the siding of the building to the inside of the fascia board, shall be less than eight inches (8"), unless the building and the development embodies historical architectural styles such as Tudor or Federal, which have a roof pitch of 10/12 or

greater.

(i) Design criteria for two-family detached dwellings.

(A) Purpose. The provisions set forth herein are intended to apply to all two-family detached dwellings as defined by this ordinance ~~regardless of the district in which such use may be located~~ except within Planned Unit Developments. It is the express purpose of these provisions to establish design criteria and to provide for implementation of these provisions by the planning director in the review of the site plan required for all developments. ~~In any instance where this type use is located within a planned unit development, this requirement may be fulfilled by submission of the plans required for a planned unit development.~~

(B) Design criteria.

(1) All two-family detached units (duplexes) constructed on individual lots shall be designed to closely resemble the other housing units on the same street in appearance.

(2) Exterior building materials shall be of the same type and quality as the other dwelling units in the neighborhood or on adjoining lots.

(3) Each dwelling unit shall be provided with reasonable visual and acoustical privacy. Fences, walks and landscaping shall be provided for the protection and aesthetic enhancement of each unit of the building and privacy of the occupants, screening of objectionable views or uses and the reduction of noise.

(4) The appearance and character of the site

shall be preserved, as appropriate, and enhanced by retaining and protecting existing trees and other site features. A landscaping plan shall be submitted as a part of the site plan.

(5) Driveways and parking areas shall be paved with either asphalt or concrete where a majority of the other housing units on the same street are so paved.

(C) Lots. The minimum lot size required for any such dwelling unit shall be as stipulated by the development area per dwelling unit as provided in each respective district.

(D) Parking. ~~These requirements shall supplement the parking provisions contained in § 14-208.~~

(1) Two off-street parking spaces shall be provided for each dwelling unit including no more than two (2) bedrooms and four (4) spaces for units including three (3) or more bedrooms

(2) All off-street parking areas shall be located in the rear or to the side of the principal building. The required front yard shall be kept open and unobstructed.

(3) Driveways and parking areas shall be paved with either asphalt or concrete in areas where a majority of the other housing units are so paved.

AMENDMENT#4

14-208 Supplementary District Regulations

(4) Site and Architectural Design Standards

(f) The location and design shall meet the requirements of the US Postal Service and Local Postmaster and shall be in one or multiple central locations with access from an interconnected sidewalk system and designated parking and parking design to prevent blocking streets and shall be privately maintained.

AMENDMENT#5

14-208. Supplementary District Regulations

(5) Landscaping, Screening and Buffering

(f) General landscape requirements. The following requirements shall apply to all developments.

~~*All landscaping plantings are encouraged to be automatically irrigated, and such irrigation system to be fully operational prior to the issuance of the final certificate of occupancy.*~~

AMENDMENT#6

14-208. Supplementary District Regulations

(5) Landscaping, Screening and Buffering.

(j) Landscaping for Residential Developments and Subdivisions

(i) Single family subdivisions that are not planned unit developments. Street trees are required on each lot at a spacing of fifty (50') feet on center along both sides of new public streets not including R40 and Agricultural zoning district subdivisions. The two (2") inch minimum caliper street trees shall include a variety of canopy tree plantings meeting the tree list of this ordinance. The tree locations are to be located between ten (10') feet to twenty-five (25') feet from the back of the sidewalk or street edge and off the right-of-way. Any utility easement and street lighting locations shall be determined when locating such tree. Every final subdivision plat shall include a drawing of a typical lot compliance with these landscape requirements.

(ii.) Residential Planned Unit Developments. In addition to applicable parking lot and transitional screening requirements, street trees are required on each single family detached lot at a spacing of fifty (50') feet on center along both sides of new public and private streets. The two (2') inch minimum caliper street trees shall include a variety of canopy tree plantings meeting the tree list of this ordinance. The tree locations are to be located between ten (10') feet to twenty-five (25') feet from the back of the sidewalk off the right-of-way. Per project master plan based on building streetscape design, the street yard planting may be reviewed within a privately maintained planting strip between a street side curb and sidewalk including a minimum dimension of ten (10') feet or in roadway medians designs with tree types and planting improvement methods to protect adjacent sidewalk and street surface roots. All other residential dwelling development types shall include along new public and private streets a street tree within a planting strip between a street side curb and sidewalk including a minimum dimension of ten (10') feet or in roadway medians designs with tree types and planting improvement methods to protect adjacent sidewalk and streets from surface roots. Any utility easement and street lighting locations shall be determined when locating such tree. Alternative street tree planting, including but not limited to location of plantings, may be reviewed with project master plans equaling the total caliper inches of street trees required.

AMENDMENT#7

14-210. Planned Unit Development District Regulations

(2) General Provisions

(e) Development period, staging schedule. The expeditious construction of any PUD shall be undertaken to assist in the assurance of the full completion of the development in accord with the approved master plan. ***Within ~~one (1)~~ three (3) years*** after the date of approval of the preliminary master plan, the final master plan shall have been submitted and actual construction shall have commenced in such development. In the event that construction has not been started, such approval shall lapse and be of no effect. The Goodlettsville Municipal/Regional Planning Commission may conduct a hearing on the project and review the zoning and feasibility of the PUD and may act to extend approval of the master plan depending upon the circumstances of each case

AMENDMENT#8

14-210. Planned Unit Development District Regulations

(3) Administrative Procedure

(a) Steps of Approval Process

(v) ***Within ~~one (1) year~~ three (3) years*** after approval of the preliminary master plan, the applicant shall submit a final master plan to the planning director for Goodlettsville Municipal/Regional Planning Commission for consideration. ***If any part of the PUD is to be subdivided, a preliminary-subdivision plat shall also be submitted. Both documents may be considered simultaneously.***

AMENDMENT#9

14-210. Planned Unit Development District Regulations

(3) Administrative Procedure

(b) Application for approval of the preliminary master plan and zoning request. (i)

(C) Location and approximate dimensions of structures including approximate height and bulk and the utilization of structures including activities and the number of living units and exterior building and roof design and materials.

AMENDMENT#10

14-210. Planned Unit Development District Regulations

(4) Residential planned unit developments.

(d) Permitted activities in a residential PUD. The activities listed in Table I in the appendix may be permitted only when deemed appropriate by the Goodlettsville Municipal/Regional Planning Commission and City Commission as approved with the preliminary master plan. Those listed as not permitted may not be approved by the Goodlettsville Municipal/Regional Planning Commission. ***Other activities not listed below are prohibited except as determined by City Commission with property zoning.*** ~~(e) Limitation on commercial activities. The commercial~~

~~activities permitted in Table I shall be limited to no more than four percent (4%) of the total floor area within such development and provided further that the maximum floor area for any single establishment shall be five thousand (5,000) square feet. Such commercial activities shall be designed to serve primarily the residents within the PUD and shall not be constructed until at least one-half (1/2) of the residential units are complete.~~ ***The Planning Commission and City Commission may review proposed commercial activities or require commercial activities as a component of a residential planned unit development along arterial routes including Dickerson Road/Main Street, Springfield Highway, Louisville Hwy 31W, Conference Drive, Rivergate Parkway, and Long Hollow Pike. The size and location, timing of improvement, and permitted and non-permitted commercial activities shall be defined on the project master plans.***

AMENDMENT#11

14-210. Planned Unit Development District Regulations

(4) Residential Planned Unit Developments.

(f) Density, bulk, and open space regulations. (i)

(i) Low density residential planned unit development. The maximum overall density shall be 1.7 dwelling units per gross acre. The minimum lot size shall be fifteen thousand (15,000) square feet. The remaining area shall be left as common open space and used for the designated purposes. The minimum yard requirements for each lot are as follows: Minimum front yard 30 feet. Minimum side yard 10 feet Minimum rear yard 20 feet. Minimum open space ~~four (4%)~~ **ten (10%)** percent The Goodlettsville Municipal/Regional Planning Commission may consider a request to vary the ***minimum lot size, and side yard requirements based upon characteristics of the lot, type of house and building footprint with the minimum separation between buildings shall be fifteen feet (15')***.

AMENDMENT#12

14-210. Planned Unit Development District Regulations

(4) Residential Planned Unit Developments.

(f) Density, bulk, and open space regulations. (ii)

(ii) Medium density residential planned unit development. The maximum overall density shall be three (3) dwelling units per acre. The minimum lot size and setbacks shall be established by the preliminary and final master plans based on the purpose and characteristics of the PUD and the area in which it is proposed to be located. ~~The minimum yard and open space requirements shall be as follows: Minimum front yard 25 feet Minimum side yard 05 feet Minimum rear yard 15 feet Minimum open space 7.0~~ ***fifteen (15%) percent with a minimum separation*** between buildings of fifteen (15') feet.

AMENDMENT#13

14-210. Planned Unit Development District Regulations

(4) Residential Planned Unit Developments.

(f) Density, bulk, and open space regulations. (iii) (C)

(iii) High density residential planned unit development. (C) Yard requirements are waived and the following minimum controls shall be applied. Maximum density 7/acre ~~Maximum floor area ratio .20~~ and minimum open space **twenty-five (25%) percent**. Maximum building height 3 stories

AMENDMENT#14

14-210. Planned Unit Development District Regulations

(4) Residential Planned Unit Developments.

(f) Density, bulk, and open space regulations. (iii) (D)

(D) The Goodlettsville Municipal/Regional Planning Commission and City Commission may authorize a high density residential planned unit development to be increased in density up to fifteen (15) units per acre for projects in commercial center mixed use areas with infrastructure to support the increased density **and along major roadway routes** including pedestrian connections to the mixed-use commercial center areas. Maximum floor area ratio 1.0, maximum building height four (4) stories but may be increased to be consistent with the adjacent commercial developments in commercial center mixed uses areas. The minimum open space ~~twenty percent (20%)~~ **twenty-five (25%)** and minimum size of site may be reduced in size as determined by Planning Commission and City Commission during **preliminary** master plan review.

AMENDMENT#15

14-210. Planned Unit Development District Regulations

(h) Development Standards (i)

(i) Perimeter requirements. Along the perimeter of the PUD, buildings shall be designed to harmonize in scale, setbacks, and mass with existing adjacent areas. Perimeter landscaping shall also be required. The minimum building setback along the perimeter of the site shall be thirty-five feet (35'). **The minimum building setback along the perimeter of a PUD development including attached dwellings and multi-family dwelling and an adjacent low-density residential zoning district shall be increased to a minimum of fifty (50') feet.** ~~The minimum setback from a public street that is external to the PUD shall be fifty feet (50').~~

AMENDMENT#16

14-210. Planned Unit Development District Regulations

(h) Development Standards (ii)

(ii) Landscaping requirements. Every PUD shall be attractively landscaped. The perimeter and parking lot landscaping requirements of § 14-202 shall apply. ***In addition to applicable parking lot and transitional screening requirements, street trees are required on each single family detached lot at a spacing of fifty (50') feet on center along both sides of new public and private streets. The two (2") inch minimum caliper street trees shall include a variety of canopy tree plantings meeting the tree list of this ordinance. The tree locations are to be located between ten (10') feet to twenty-five (25') feet from the back of the sidewalk off the right-of-way. Per project master plan based on building streetscape design, the street yard planting may be reviewed within a privately maintained planting strip between a street side curb and sidewalk including a minimum dimension of ten (10') feet or in roadway medians designs with tree types and planting improvement methods to protect adjacent sidewalk and street surface roots. All other residential dwelling development types shall include along new public and private streets a street tree within a planting strip between a street side curb and sidewalk including a minimum dimension of ten (10') feet. Any utility easement and street lighting locations shall be determined when locating such tree. Alternative street tree planting, including but not limited to location of plantings, may be reviewed with project master plans equaling the total caliper inches of street trees required.***

AMENDMENT#17

14-210. Planned Unit Development District Regulations

(h) Development Standards (iii)

(iii) Off-street parking. The off-street parking space requirements contained in § 14-208 shall apply as applicable. ***Visitor parking shall be in one or multiple central locations with access from an interconnected sidewalk system and a designated parking area. In addition to the required number of parking spaces per residential unit, a minimum of one parking space shall be provided per five (5) residential units.***

AMENDMENT#18

14-210. Planned Unit Development District Regulations

(h) Development Standards (v)

(v) Street improvements. ***Within any PUD, collector and minor streets may be public or private. All one-way and alleyway streets, and any parking perpendicular to streets and within center medians shall be private. Collector and minor streets in a low-density PUD shall be public. If the developer requests that the streets and sidewalks be dedicated to the public, specifications and procedures of the Subdivision Regulations and City's Street Standards shall apply. Streets may be constructed to be private streets to be maintained either by the landowner/developer or deeded to the homeowners association and shall be subject to the City's Subdivision Regulations and Street Standards regarding roadway and storm water design and construction and maximum length and size of dead-end streets and turnarounds. following standards. (4) The base of streets shall consist of eight inches (8") of crushed stone***

~~or gravel, compacted. (B) The binder of street shall consist material per city street specific (B) The surface of all streets shall consist of hot plant mix asphalt or better materials, two inches (2") in depth, rolled and compacted.~~

Pavement widths not including curbs or dedicated on-street parking shall be as follows: Collector street -twenty (24') feet, Minor streets twenty-two (22') feet, alley ways and one-way streets -sixteen (16') feet. Dead-end streets shall be provided with adequate turn-around space for emergency services, delivery, and trash service vehicles.

AMENDMENT#19

14-210. Planned Unit Development District Regulations

(h) Development Standards

(ix) Development standards for attached dwellings (F)

(F) Parking shall be provided as required in § 14-208. However, the attached dwellings ~~may be constructed with one (1) off-street parking space~~ required **parking** and the other required spaces constructed in **privately maintained** bays either adjacent to the streets or in the interior of blocks. Such spaces shall be located within two hundred feet (200') of each unit to be served. Where appropriate, common driveways, parking areas, walks and steps shall be provided, maintained and lighted for night use. Screening of parking and service areas shall be encouraged through ample use of trees, shrubs, hedges, and screening walls.

AMENDMENT#20

14-210. Planned Unit Development District Regulations

(h) Development Standards (xi)

(xi) Residential Design Requirements. The intent of this section is to ~~encourage~~ guide the development of residential neighborhoods that are compatible throughout the development and that complement existing development and the natural environment. Architectural elevations are required with each development with an architectural theme for all buildings including a variety in building roof pitches and building wall and roof designs and materials, building colors, building accent designs and designs preventing blank walls fronting streets. Plans shall include the garages or covered parking frontage locations and orientation with off-street parking. Plans shall include building designs connected to the project streetscape design. Garage or covered parking design for residential planned unit developments shall include a design or variety of designs that prevent more than thirty-three (33%) percent of the total unit number of front-loaded garages doors or open parking openings that are level with or in front of the front line of the residential structure. Front-loaded garages or covered open parking include garages and covered parking with the garage door or covered parking opening exceeding twenty-five (25%) percent of the front building elevation total width dimension. Except for parking structures for development shared parking, attached parking in garages are in addition to the required parking space requirement for each residential unit. The project master plans to include the

following garage or covered parking designs, or other alternative designs may be reviewed with the master plan process.

- 1. Side loaded garages or covered parking*
- 2. Alley loaded or secondary roadway loaded garages or covered parking with the sidewalk connecting each unit to be located at the front of the residential structure fronting the primary street*
- 3. Recessed front loaded garages or covered parking ten (10') feet or more behind the front line of the house*
- 4. Courtyard side loaded garages at the front of the structure*
- 5. Front loaded garages with the garage door(s) less than twenty-five (25%) percent of the front building elevation width dimension.*

All buildings within a residential planned unit development shall meet the provisions of the City's Design Guidelines and the following. All façades and exterior building walls shall include a minimum fifty (50%) percent masonry brick and/or stone. The remaining fifty (50%) percent on one and two family attached and attached dwellings may be split face block, cement fiber board, wood siding, EIFS, and glass. A limited percentage of metal and vinyl siding may be permitted for accents and decorative features. All exposed portions of building foundations shall be masonry brick or stone. The Planning Commission may review other proposed materials as a variance with the preliminary and final master plan review process variance.

STAFF NOTES:

The proposed amendments were prepared based on the ninety (90) day development moratorium adopted on February 10, 2022 for new planned unit developments submittals. The purpose of the moratorium was due to recent issues discussed with planned unit developments projects including building design, perimeter project buffers, garages, parking over public sidewalks, and street yard plantings. The proposed amendments do not alter the recent Zoning Ordinance amendment defining the minimum garage interior spaces of twelve (12') x twenty-two (22') feet for a one car garage and twenty-two (22') x twenty-two (22') feet for a two (2) car garage. The proposed amendments include limitations to the standard front-loaded garage design and increase off-street parking requirements. The proposed ordinance amendments which will require changes to project designs to address the concerns discussed with recent projects. The project designs to meet the proposed amendments will increase development and housing costs of new projects due to changes in building plans and site layouts and increased parking area improvements. The moratorium review also included the recently adopted Regional Center Planned Unit Development Ordinance (#21-1017) to ensure the Planning Commission agreed with the minimum defined amount and location of commercial required with new developments regulated by the Regional Center Planned Unit ordinance. The Regional Center Planned Unit Development Comprehensive Land Use Plan and Zoning Ordinance amendments were to provide an urban design type mixed use setting with higher density of residences and expanded business types in the area. The Planning Commission at the March 7, 2022 meeting did not recommend any changes to the Regional Center Planned Unit Development ordinance section.

AMENDMENT#1

Amendment Description: The amendment increases the minimum number of parking required to include more off-street parking spaces for single family house and attached single family townhouse units with three (3) or more bedrooms. This amendment would apply to all zoning districts including regular residential and planned unit developments.

AMENDMENT#2

Amendment Description: The amendment defines the starting point of the minimum parking space dimension (9' x 18') for residential units with parking spaces perpendicular to the street. The amendment includes a reference to both

public and private streets with notation about property line or the back of the street side sidewalk. The amendment was an approval stipulation by Planning Commission at the March 7, 2022 meeting.

AMENDMENT#3

Amendment Description: The amendment defines minimum required architectural design for planned unit developments and also increases the minimum parking requirements for two (unit) duplexes.

AMENDMENT#4

Amendment Description: The amendment includes a reference to the shared mailbox requirements for new developments. Amendment includes design and location and general access requirements to be reviewed with new development proposals.

AMENDMENTS#5-6

Amendment Description: The amendment defines the minimum street tree plantings for both planned unit developments and regular zoned subdivisions. The amendment also defines street tree spacing and locations in yards and options for private maintenance wider planting strips between the curb and sidewalk and in roadway medians.

AMENDMENTS# 7-8

Amendment Description: The amendments include a reference to State of Tennessee Vested Rights provisions that were adopted since the existing ordinance section was written. The State's provisions include three (3) years between preliminary and final plan approvals. After final plan approvals, the vested rights extend for two (2) years in which time permits and construction are to start. If all permits and construction remain underway the vested rights extend for ten (10) years or up to fifteen (15) years for phased projects. The amendments also removes the reference to a preliminary plat since with the two (2) master plans required for new planned unit developments then only a final subdivision plat is recommended since the preliminary plat is not necessary.

AMENDMENT#9

Amendment Description: The amendment defines building and architectural design information to be submitted with the preliminary master plan stage for new planned unit development projects.

AMENDMENT#10

Amendment Description: The amendment replaces the existing section to define the type and *when and if* a commercial component to residential planned unit development is permitted or required. The Planning Commission discussed this issue with recent projects along South Dickerson and N. Main Street.

AMENDMENTS#11-13

Amendment Description: The amendment increases the minimum open space percentage required and includes building setbacks in all residential planned unit development projects to be based on the master plans except when a minimum dimension is defined. The garage and parking amendments referenced with other amendments will require different project designs for low, medium, and high density planned unit projects.

AMENDMENT#14

Amendment Description: The amendment includes a statement to ensure that the mixed-use density bonus provision is limited to major roadways only and also references the increased density for high density residential projects with Amendment#13.

AMENDMENT#15

Amendment Description: The amendment increases the minimum perimeter setback from thirty-five (35') to fifty (50') feet when adjacent to a low-density residential zoning district. The project design setback along streets to be determined by the master plan process.

AMENDMENT#16

Amendment Description: The amendment includes the landscape requirements defined with amendment#6 also in the Planned Unit Development section of the Zoning Ordinance.

AMENDMENT#17

Amendment Description: The amendment defines the minimum number of required visitor parking spaces and the intention for the visitor parking areas to be in central location(s) within a project.

AMENDMENT#18

Amendment Description: The amendment revises street requirement for Planned Unit Developments including when private streets are required. The amendment includes a reference to the City's Street Standards also for private streets referencing the design and construction of roadways including material layer thickness and storm water requirements. The amendment removes existing street widths that conflict with the City's Street Standards that were adopted since the existing ordinance was adopted.

AMENDMENT#19

Amendment Description: The amendment defines the increased perimeter setback along adjacent single family zoning districts and includes a reference to increased number of parking spaces per Amendment #1 and #15.

AMENDMENT#20

Amendment Description: The amendment replaces and expands the current design requirements for new planned unit developments including limiting entire developments with front loaded garages when the garage door takes up more than twenty-five (25%) percent of the entire front building elevation. The section requires alternative garage designs. This amendment and new parking requirements will change typical project designs and costs as referenced in the introduction. The amendment includes the current material requirement per the City's Design Guidelines and provision to allow limited alternative accent materials and the design variance review process per recent state law requirement.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 22-1036 An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2021-2022 budget, passed by Ordinance 21-995. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, Asst. City Manager	Agenda Item: Ordinance 22-1036 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Julie High Cost of Item: See Financial Summary
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1036

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2021-2022 budget, passed by Ordinance 21-995.

FINANCIAL SUMMARY:

Tourism Fund Grant Revenue (increase)	(\$36,500)
Tourism Fund Marketing Expenditures (increase)	\$36,500
 Tourism Fund Occupancy Tax Revenue (increase)	 (\$25,000)
Tourism Fund Maintenance Expense (increase)	\$25,000

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1036.

ORDINANCE NO. 22-1036

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2021-2022 BUDGET, PASSED BY ORDINANCE # 21-995

WHEREAS, the City of Goodlettsville adopted the fiscal year 2021-2022 budget by passage of Ordinance #21-995 on May 27, 2021; and

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

WHEREAS, the City has received certain Tourism grants for marketing purposes; and

WHEREAS, emergency repairs were required to the Visitor's Center due to the HVAC system failing; and

WHEREAS, emergency repairs were required to the Bowen Campbell house due to lightning damage; and

WHEREAS, the City's occupancy tax collections have already exceeded the projected collections in the FY 2021-2022 budget.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2021-2022 BUDGET AS FOLLOWS:

Tourism Fund Grant Revenue (increase)	(\$36,500)
Tourism Fund Marketing Expenditures (increase)	\$36,500
Tourism Fund Occupancy Tax Revenue (increase)	(\$25,000)
Tourism Fund Maintenance Expense (increase)	\$25,000

THIS ORDINANCE SHALL TAKE EFFECT FIFTEEN DAYS AFTER ITS FINAL ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Mayor Rusty Tinnin

Passed first reading: _____

City Recorder
Approved as to form and legality.

Passed second reading: _____

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 22-1042</u> A resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1042 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Tim Ellis Cost of Item: Positive Impact
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1042

SUMMARY STATEMENT:

This resolution would declare certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by trade-in or online auction or any other reasonable manner.

FINANCIAL SUMMARY:

There would be a positive fiscal impact to the city based on the sale of the surplus property.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1042.

RESOLUTION NO. 22-1042

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

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

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

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

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

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

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

MAYOR RUSTY TINNIN

Adopted: March 24, 2022

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 22-1042)

- 2010 Chevrolet Impala (black) VIN- 2G1WD5EMOA1157629
- (2) Harley Davidson police motorcycle storage boxes

**UNCLAIMED PROPERTY AS OF
03/08/2022**

2020-32373	Knives
2020-32733	Shell casings
2020-34679	Knife, razor
2020-34705	Magazine, ammo
2020-35545	ID card
2020-36340	TN DL
2021-00532	Venmo card
2021-01714	TN DL
2021-02120	Pink/Gray backpack with contents
2021-04842A	TN DL, TN ID's, license plate
2021-06741	Black duffel bag with contents
2021-07987	Green backpack with contents
2021-08020	TN DL, wallet with contents
2021-15039	TN plate
2021-16315	Black backpack with contents
2021-17884	Set of keys with Atlanta key chain
2021-18702	Wallet, phone
2021-19164	BB gun

2021-20098	Golf bag with contents, cell phone
2021-21005	Navy blue duffle bag with contents
2021-22877	Folding knife
2021-25261	Shell casings
2021-25890	Visa debit card
2021-25890	Venmo debit card
2021-25890	Vibe air pods
2021-28035	Backpack, wallet with contents, clothing
2021-28106	Orange wallet with contents
2021-29340	Wallet with contents
2021-29492	Debit card
2021-29492	Debit card
2021-31489	Wallet with contents
2021-31624	Mississippi Voter registration card
2021-32352	Black duffle bag
2021-32789	Baby stroller, blankets, floor pads, etc
2021-33965	Dewalt cold chisel, laser pointer
2021-34943	TLC cell phone



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

SUBJECT TITLE: RESOLUTION 22-1043

A resolution declaring certain property surplus to the needs of the City of Goodlettsville and donating to the Sumner County Sheriff's Department

PRESENTED BY: Tim Ellis, City Manager

Agenda Item: Resolution 22-1043

Dept. of Origin: Police

For Agenda of: March 24, 2022

Originator: Chief Gary Goodwin

Cost of Item: Neutral

AGENDA ITEM ATTACHMENTS:

Resolution 22-1043

SUMMARY STATEMENT:

This resolution declares certain property surplus to the needs of the City of Goodlettsville and donating to the Sumner County Sheriff's Department.

FINANCIAL SUMMARY:

Neutral

*A donor purchased and donated two new higher quality bicycles to the Police Department making two of the current bicycles no longer needed

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1043

RESOLUTION NO. 22-1043

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND CALLING FOR ITS DISPOSAL AND DONATING SUCH TO THE SUMNER COUNTY SHERIFFS DEPARTMENT.

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

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

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

WHEREAS, The Sumner County Sheriff's Department has an immediate need for said property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT SAID PROPERTY LISTED IN EXHIBIT 1. IS DECLARED SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND IS TO BE DONATED TO THE SUMNER COUNTY, TENNESSEE SHERIFFS DEPARTMENT.

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

Adopted: March 24, 2022

MAYOR RUSTY TINNIN

CITY RECORDER
APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1
SURPLUS PROPERTY (RESOLUTION 22-1043)

(2) Diamondback Police Mountain Bikes



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 22-1044 A resolution approving a contract extension for solid waste collection within the City of Goodlettsville, Tennessee <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1044 Dept. of Origin: Administration For Agenda of: March 24, 2022 Originator: Tim Ellis Cost of Item: Proposed \$12.40 Current <u>\$11.83</u> TOTAL CHANGE .57
	Per residence per month

AGENDA ITEM ATTACHMENTS:

Resolution 22-1044

SUMMARY STATEMENT:

A resolution approving a contract extension for solid waste collection within the City of Goodlettsville, Tennessee.

In accordance with the current Solid Waste / Recycling Contract - *"This Contract may be extended by mutual agreement upon the same terms for one (1) additional successive sixty (60) month period or portions thereof, up to a cumulative total of One Hundred Twenty (120) months"*.

It is recommended that at a minimum the contract is extended twelve months. The Board of Commission may choose to extend the contract beyond twelve months, however, an annual increase / decrease (on July 1) will be assessed as determined by the Garbage and Trash Consumer Price Index.

FINANCIAL SUMMARY:

Proposed Monthly Rate Waste and Recycling Collection \$12.40
Current Monthly Rate Waste and Recycling Collection \$11.83
TOTAL CHANGE PER RESIDENCE PER MONTH \$.57

RECOMMENDED ACTION:

Staff recommends that the Board adopt Resolution 22-1044

RESOLUTION NO. 22-1044

A RESOLUTION APPROVING A CONTRACT EXTENSION FOR SOLID WASTE COLLECTION WITHIN THE CITY OF GOODLETTSVILLE.

WHEREAS, the current City of Goodlettsville Solid Waste contract is set to expire on June 30, 2022; and

WHEREAS, the City of Goodlettsville recently accepted Requests for Competitive Sealed Proposals as authorized by Resolution 17-724; and,

WHEREAS, it has been determined that all proposals were not in the best interest of the city due to the costs proposed; and

WHEREAS, it has been determined that it would be in the best interest of the City of Goodlettsville to extend a contract with GFL Environmental, Incorporated, that was previously approved by Resolution 17-724.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE MEETING IN REGULAR SESSION THIS THE 24TH DAY OF MARCH, 2022, THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE A CONTRACT EXTENSION WITH GFL ENVIRONMENTAL, INCORPORATED, FOR THE PURPOSE OF PROVIDING SANITATION AND CURBSIDE RECYCLING SERVICES AND THE CONTRACT IS ATTACHED HERETO AS EXHIBIT I.

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

MAYOR RUSTY TINNIN

Adopted: _____
(Date)

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1

Solid Waste and Recycling Collection, Transportation, and Disposal Agreement

THIS CONTRACT FOR SERVICES AND/OR PRODUCTS (herein "Contract") is made and entered into this _____ day of _____, 2022 by and between the CITY OF GOODLETTSVILLE, TENNESSEE, a Tennessee municipality, (herein the "CITY") and GFL ENVIRONMENTAL, INCORPORATED (herein the "CONTRACTOR") residing at 7320 Centennial Boulevard, Nashville, TN 37209.

W I T N E S S E T H:

WHEREAS, the CITY desires to exclusively contract with a Contractor of Solid Waste and Recycling Collection Services which shall furnish labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect and transport household-generated Acceptable Waste, brown goods, and recyclable materials from designated residential locations and Public Facilities within the City of Goodlettsville, Tennessee, or which come within the CITY limits of Goodlettsville by reason of annexation during the term of this Contract, transport same to the designated disposal location, or a recycling location, and perform all other work or services incidental to household-generated Acceptable Waste brown goods, - and transportation services in accordance with the terms and provisions of this Contract. Collection excludes white goods, electronics, construction debris, commercial-generated materials, debris from storms, acts of God or excess amounts more than normal household-generated waste. In performance of this Contract, the CONTRACTOR binds himself to the CITY to comply fully with all provisions, undertakings, and obligations hereinafter set forth (herein the "Contract Items"), and

WHEREAS, the CONTRACTOR has the requisite experience, abilities and resources to perform and/or furnish the foregoing,

WHEREAS, the CONTRACTOR desires to enter into this Contract as an independent Contractor and is ready, willing and able to provide the services and/or furnish the products in accordance with the terms of and subject to the conditions in this Contract, and

WHEREAS the CITY will purchase, repair and maintain solid waste carts and the CONTRACTOR will purchase, repair and maintain 95-gallon recycling carts.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

Section 1. SCOPE OF CONTRACT

The City hereby engages the CONTRACTOR to exclusively furnish the services and/or products as specified in the Request for Sealed Competitive Proposals dated April 11, 2017, issued by the CITY for Solid Waste Collection Services (herein the "Request for Competitive Sealed Proposals" or "RFCSP") and any amendments thereto are attached and incorporated by reference herein and made a part hereof.

Section 2. TERM OF CONTRACT

The period of this Contract shall be for _____ months, beginning on July 1, 2022, and ending on June 30, 20____. This Contract may be extended by mutual agreement upon the same terms for one (1) additional successive sixty (60) month period or portions thereof, up to a cumulative total

of One Hundred Twenty (120) months, by written notice to the other party given at least Ninety (90) days before the expiration of the term then in existence.

Section 3. COMPENSATION

Amount of Compensation. The CONTRACTOR agrees to provide the services, equipment and products as specified in its Proposal to the CITY and to furnish labor, equipment, materials, supplies and other necessities required to perform the services (including unexpected overtime, additional equipment, or other needed resources) within the schedule or time period specified at the cost specified in said Proposal and amendments, if any, the Proposal and any amendments being attached and incorporated by reference herein and made a part hereof.

Service	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	July 1, 2026- June 30, 2027
Monthly unit price for curbside solid waste pick-up (residential, townhouse and condo) on a minimum once a week basis.	\$10.00	*	*	*	*
Monthly unit price cost per each additional can per residence	\$2.00	*	*	*	*
Monthly unit price for backdoor solid waste pick-up (residential, townhouse and condo) on a minimum once a week basis (Medical and long drive waivers).	\$10.00	*	*	*	*
Monthly unit price for curbside recycle pick-up (residential, townhouse and condo) on a bi-weekly basis.	\$2.40	*	*	*	*
Optional Monthly unit price for backdoor recycle pick-up (residential, townhouse and condo) on a bi-weekly basis.	\$8.53	*	*	*	*

Payment of Compensation.

a. The CONTRACTOR will be paid monthly by the City at the prices set forth in the Proposal submitted pursuant to the RFCSP (the "Proposal") and are not to exceed the proposed rates. The CONTRACTOR shall submit monthly billings to the City on a form approved by the City. CONTRACTOR shall bill in arrears and payment of the billing will be made no later than the 10th day of the following month in which the invoice was submitted. All invoices shall be sent to the Public Works Director, Public Works Department, City of Goodlettsville, 215 Cartwright St., Goodlettsville, TN 37072.

b. Subject to adjustments as provided in this Contract monthly billings will be an amount equal to the applicable monthly unit prices multiplied by the Count as defined and determined. The City reserves the right to partially pay any billing submitted by the CONTRACTOR for failure to complete collection routes or for failure to complete all collection services required during the collection route schedules such determination to be made in the reasonable discretion of the CITY.

Count

a. Payment will be based on the Residential Unit Count (the "Count") Accordingly, such Count will include single-family residential dwellings and certain high-density dwellings such as townhouses, duplexes, and condominiums.

b. An initial Count will be determined and established by the City as of July 1, 2017 for the initial calendar quarter period of this Contract. Thereafter, a revised Count shall be determined at the beginning of every calendar quarter during the term of this Contract to establish the Count to be used for all monthly billings during that same calendar quarter.

c. The City will conduct a quarterly count and advise CONTRACTOR via email. Any vacant addresses will be emailed to CONTRACTOR upon City's notification of such.

Section 4. ADDITIONAL SERVICES

In the event the CITY requests that the CONTRACTOR perform additional services and/or furnish additional products not covered by this Contract, the CONTRACTOR shall perform such additional services after the CITY and the CONTRACTOR enter into an equitable agreement regarding the additional services and/or products.

Section 5. SPONSORSHIPS

The CONTRACTOR agrees to provide the CITY five thousand dollars (\$5,000.00) annually for the sponsorship of various annual Goodlettsville Special Events. The CITY agrees to recognize the CONTRATOR as a sponsor by various means such as signage, posters, news releases, etc.

Section 6. CONFLICT OF INTEREST

The CONTRACTOR declares that neither the Mayor, nor any Commissioners, nor any other CITY official or employee holds a direct or indirect interest in this Contract. The CONTRACTOR pledges that it will notify the CITY in writing should any CITY official become either directly or indirectly interested in this Contract. The CONTRACTOR declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the CITY, or to pay anyone else for the benefit of any official or employee of the CITY any sum of money or other thing of value for aid or assistance in obtaining this Contract. The CONTRACTOR further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the CITY or anyone else for the benefit thereof any sum of money or other thing of value for aid or assistance in obtaining any change order to this Contract.

Section 7. COMPLIANCE WITH LAWS

The CONTRACTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, Ordinances, and regulations in any manner affecting the provisions of the Contract and to comply with all instructions and orders issued by the CITY regarding the Contract terms and provisions.

Section 8. TERMINATION

If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

Section 9. WARRANTY

The CONTRACTOR warrants that the Contract items, including any equipment and products provided shall: in the case of services (i) conform to all applicable standards of care and practice in effect at the time the service is performed; (ii) be of the highest quality; and (iii) be free from all faults, defects or errors; and in the case of products meet the specifications in the Request for Competitive Sealed Proposals. CONTRACTOR is responsible for repairing damage caused by the Contractor's employees or equipment that may occur during the normal course of providing services (e.g., mailboxes, cleaning hydraulic or trash spills, etc.).

Section 10. DELAYS, DAMAGES

If the CONTRACTOR refuses or fails to prosecute the work with such diligence as will ensure its completion within the thirty (30) day period set forth in Section 8, the CITY may terminate its rights hereunder. In such event, the CITY may require the surety to fully perform and complete the work in the manner required by the performance bond or the CITY may take over the work and prosecute the same for completion by Contract or otherwise and the CONTRACTOR and his surety shall be liable to the CITY for any excess cost occasioned thereby. If the CONTRACTOR'S right to proceed is so terminated, the CITY may take possession of and utilize in completing the work all of the CONTRACTOR'S equipment for the remaining term of the original Contract. The City will compensate the Contractor for the use of the equipment by leasing or purchasing the equipment at a fair market value as determined by an independent third party.

Section 11. FORCE MAJEURE

CONTRACTOR shall use reasonable efforts to furnish to the CITY the services as provided for in this Contract; but it is understood and agreed that CONTRACTOR does not guarantee its ability to provide such use at all times and CONTRACTOR will not be liable to the CITY if such services are not provided as contemplated herein due to any of the following events: flood, earthquake, fire, epidemic, acts of God, war, national emergency, civil disturbance, riot, sabotage or terrorism, restraint by court order or order of public authority, and similar occurrences beyond the reasonable control of CONTRACTOR that makes compliance with any of the material obligations under this Contract in a timely manner impracticable or impossible. Rain, sleet, snow, tornados and severe wind all are anticipated to occur during the term of this Contract and only such weather conditions that are so severe as to preclude safe operations by the CONTRACTOR under a reasonable standard shall excuse CONTRACTOR from timely performing its services hereunder. If such weather conditions do occur that entitle CONTRACTOR to delay or excuse it from performance of its services, CONTRACTOR and the CITY shall negotiate in good faith regarding what reduction should be made in payments to CONTRACTOR hereunder, if any.

Section 12. INSURANCE

The CONTRACTOR shall, at all times, maintain policies providing the following minimum insurance protection as evidenced by the Certificates of Insurance and any other attachments or endorsements specified by the CITY.

Comprehensive General Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Comprehensive General Liability Insurance issued by a responsible insurance company and in a form acceptable to the CITY, coverage for CONTRACTOR on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and Property Damage.

Automobile Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this CONTRACT, Automobile Liability coverage in the minimum amount of Two Million Dollars (\$2,000,000) combined single limits for Bodily Injury and Property Damage.

Pollution Liability Insurance. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, Pollution Liability Insurance coverage in the minimum amount of One Million Dollars (\$1,000,000) for environmental liabilities not otherwise covered by other liability insurance.

Workers' Compensation Coverage. The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of the CONTRACT, full and complete Workers' Compensation Coverage as required by State of Tennessee law.

Certificates of Insurance. The CONTRACTOR shall provide the CITY with Certificates of Insurance on all the policies of insurance and renewals required hereunder thereof in forms acceptable to the CITY. Said Comprehensive General Liability policy shall provide that the CITY be an additional insured. The CITY shall be notified in writing of any reduction, cancellation or substantial change of said policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of the State of Tennessee.

Section 13. PERFORMANCE BONDS

CONTRACTOR will furnish performance bonds as security for the faithful performance of this CONTRACT, said bonds to be executed by a responsible and recognized surety company who is acceptable to the CITY and is licensed and authorized to do business in the State of Tennessee. Bonds will be provided and signed by the CONTRACTOR and included herein and made part of this CONTRACT. The payment and performance bonds will be furnished to the CITY annually by the CONTRACTOR for each year of this CONTRACT or renewal term and shall guarantee performance of this CONTRACT and payment for all materials and labor by the CONTRACTOR. The amount of the bonds for the first year shall be equal to the monthly unit price times the estimated Unit Count determined by the CITY. The amount of the payment and performance bonds for each of the following twelve (12) month periods shall equal 100% of the amount paid to the CONTRACTOR by the CITY during the twelve (12) month period immediately preceding such period.

Section 14. CLAIMS, LIABILITY AND INDEMNITY

The CONTRACTOR hereby agrees to protect, indemnify and hold harmless the CITY, CITY officers, CITY agents, and CITY employees from and against any and all loss, expense, damage, charges and costs (including court costs and attorney's fees) for damage because of bodily injury, death, or injury to or damage of property arising out of or in consequence of the performance of the work under or in any manner related to this CONTRACT whenever such injury, death or damage is due to or claimed to be due to any act or omission on the part of the CONTRACTOR, or others whose services are engaged by the CONTRACTOR, or anyone directly or indirectly employed or controlled by either of them, including CONTRACTOR'S subcontractors, officers,

agents and/or employees, in the course of the performance of the work provided for in the CONTRACT, except such injury, destruction or death to the extent caused by the negligence or fault of the CITY.

If either party has occasion to either defend or assert its rights under this CONTRACT in a court of law or equity, before a board of arbitration or otherwise, the prevailing party shall pay any and all costs of such action, including court costs and reasonable attorney's fees, incurred by the prevailing party in asserting or defending its rights under this CONTRACT.

Section 15. ATTORNEY'S FEES

If any legal action or other proceeding is brought for the enforcement of this Contract or because of any alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Contract and the CITY is successful therein, the CITY shall be entitled to recover from the CONTRACTOR reasonable attorney's fees, court costs and all expenses even if not taxable or assessable as court costs (including, without limitation, all such fees, costs and expenses incident to appeal) incurred in that action or proceeding in addition to any other relief to which the CITY may be entitled.

Section 16. EQUAL EMPLOYMENT OPPORTUNITY

Non-discrimination. In carrying out the Contract Items under this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

Posting and Advertising. The CONTRACTOR agrees to post in conspicuous spaces available to employees and applicants for employment a notice, setting forth the provisions of the non-discrimination clause contained herein above. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The CONTRACTOR shall incorporate the foregoing requirements of this Paragraph in all subcontracts, if any, for services or products covered by this Contract.

NOT LESS THAN MINIMUM WAGE TO BE PAID CONTRACTOR shall pay and shall require any subcontractor of CONTRACTOR, if any, to pay without deduction or rebate, unless expressly authorized by law, not less than the minimum wage established by Federal or State law during the term of this Contract to all Persons employed by him in the furnishing of work, labor, or services in the performance of this Contract. The CONTRACTOR further agrees that for any breach or violation of the foregoing stipulation, he shall be liable to the CITY for liquidated damages in a sum equal to the amount of any underpayment of wages due to any employee engaged in the performance of this Contract, which sum may be withheld from any amounts due on this Contract or the same may be recovered in a suit brought by the City Attorney in the name of the CITY and shall be in addition to damages for any other breach of this Contract.

The CONTRACTOR agrees that the CITY may examine his books and records or the books and records of any subcontractor of CONTRACTOR to ascertain the rate of wages paid to any Person employed by either of them in the furnishing of work, labor or services in the performance of this Contract.

Section 17. TRANSFER, ASSIGNMENT OR SUBLETTING

This Contract shall not be transferred or assigned or sublet without prior written consent of the CITY which will not be unreasonably withheld.

Section 18. CONTRACT NOT A FRANCHISE

It is the understanding and intention of the parties hereto that this Contract shall constitute an exclusive contract for the collection and transportation of Solid Waste and/or Recycling Materials; that said Contract shall not constitute a franchise; nor shall the same be deemed or construed as such.

Section 19. SAFETY MEASURES

The CONTRACTOR shall take all necessary precautions for the safety of the CITY'S and CONTRACTOR'S employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the site where the CONTRACTOR is furnishing Contract Items.

Section 20. FAMILIARITY WITH THE CONTRACT ITEMS

The CONTRACTOR, by executing this Contract, acknowledges full understanding of the extent and character of the Contract Items required and the conditions surrounding the provision thereof. The CITY will not be responsible for any alleged misunderstanding of the Contract Items to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as the CONTRACTOR'S stated commitment to fulfill all the conditions referred to in this Contract.

Section 21. ENTIRE AGREEMENT

This Contract and all attachments hereto constitute the entire agreement and understanding between the parties relating to the subject matter herein and shall not be modified, altered, changed or amended unless in writing and signed on behalf of the parties. Each and every modification and amendment of this Contract must be in writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty, or other provision of this Contract must be in writing and signed by each party whose interest is adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

Section 22. PERMITS, LICENSES & CERTIFICATES

The CONTRACTOR shall obtain, at its own expense, all permits, licenses (including Davidson and Sumner Counties and the City of Goodlettsville business licenses) and certificates required by federal, state and local laws, Ordinances, rules and regulations and maintain the same in full force and effect for the completion of the work pursuant to this Contract.

Section 23. FIRE, THEFT, LOSS

The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise to materials, tools, equipment, and consumables left on CITY property by the CONTRACTOR.

Section 24. CONTRACTING AUTHORITY

The Persons executing this Contract on behalf of the CITY and the CONTRACTOR hereby Personally represent and warrant to all other parties that they have been duly authorized to execute and deliver this Contract.

Section 25. GOVERNING LAW

This Contract is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles or conflicts of law) of such state, and of the United States of America shall govern the rights and duties of the parties hereto in the validity,

construction, enforcement and interpretation hereof. Any litigation brought with respect to this Contract shall be brought in a court of competent jurisdiction in Davidson County, Tennessee and the CONTRACTOR hereby consents to the jurisdiction of such courts.

Section 26. OPPORTUNITY FOR REVIEW

Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this Contract; and, accordingly, the normal rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Contract.

Section 27. SECTION HEADINGS

The section headings contained in this Contract are for convenience of reference purposes only and are not intended to qualify the meaning of any section and shall not affect the interpretation of this Contract.

Section 28. NOTICES

All notices, demands, and requests required or permitted by this Contract shall be in writing and shall be sent by facsimile transmission, air or other courier, or hand delivery as follows to both:

CITY:

City of Goodlettsville
105 S. Main Street
Goodlettsville, TN 37072
Facsimile: (615) 851-2212
Email: tellis@goodlettsville.gov or jmccormick@goodlettsville.gov

CONTRACTOR:

GFL ENVIRONMENTAL, INCORPORATED
7320 Centennial Boulevard
Nashville, TN 37209

Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under this Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand delivered or sent by air or other courier shall be deemed given for all purposes under this Contract when received.

Any party to this Contract may change such party's address and/or telecopier number for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to all of the parties, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

Section 29. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provision shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid, or unenforceable provision were not contained herein by its severance here from. In addition, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such unlawful, invalid, or unenforceable provisions as may be possible and may be lawful, valid or enforceable. Furthermore, if any provision of this Contract is capable of

two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 30. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Contract to or of any breach or default by the other party to this Contract in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any party to this Contract to complain of any act or failure to act of any other party to this Contract, or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder

Section 31. OTHER INSTRUMENTS

The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

IN WITNESS HEREOF:

City of Goodlettsville

By: _____
Tim Ellis, City Manager

Witnessed:

By: _____

Approved as to Form and Content:

By: _____
City Attorney

GFL Environmental, Incorporated

By: _____
Authorized Signature

Witnessed:

By: _____