



June 9, 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 May 12th 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 Resolution 22-1035, a resolution to accept the Parkview Preserve Phase 1 and Phase 2 public improvements with a one-year maintenance bond from Insight Properties.

9. New Business.

- a. Consider Resolution 22-1052, 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.
- b. Consider Resolution 22-1053, a resolution approving an application with the Tennessee Department of Environment and Conservation Department's Water Infrastructure Investment Grant, for the purpose of Phase I Mansker Creek Wastewater Pump Station rehabilitation project.
- c. Consider Resolution 22-1054, a resolution to ratify and approve the issuance of an emergency purchase order for hydraulic channel grinder at the Mansker Creek Wastewater Pump Station.
- d. Consider Resolution 22-1055, a resolution to approve a contract between the City of Goodlettsville, Tennessee and the State of Tennessee Department of Transportation for the maintenance of certain State of Tennessee Right-of-Way.
- e. Consider Resolution 22-1056, a resolution temporarily establishing the second Thursday of each month as the official meeting date of the City of Goodlettsville Board of Commissioners.
- f. Consider Resolution 22-1057, a resolution to approve a contract with the Tennessee Department of Transportation for traffic flow improvements and traffic signal upgrades (Phase IV) as a part of the Congestion Mitigation and Air Quality Improvement Program.

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

May 12, 2022

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: None.

Also Present: Russell Freeman, Tim Ellis, Allison Baker, Audra Cherry, Larry DiOrio, Addam McCormick, Ken Reeves, Kimberly Lynn, and Julie High.

Mayor Rusty Tinnin called the meeting to order. Pastor Philip Smith 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 present, Commissioner Huffman present, Commissioner Young present.

Consider the minutes of the April 28, 2022 regular meeting of the Board of Commissioners by the Recorder. Commissioner Young made a motion to approve the minutes as written. Commissioner Anderson seconded the motion and motion passed 5-0.

Mr. Denver Schimming of 943 Old Dickerson Pike addressed the board regarding vehicle noise and Ordinance 21-1001. He said the level of noise is ten times over what is considered unlawful in the ordinance. The ordinance is impotent especially when it comes to enforcement. A citizen calls to report a loud vehicle and then the vehicle is gone by the time the police respond. The remedy he suggests is to reduce the speed of the vehicles by some form of traffic calming. He is asking that the traffic calming policy become a priority in the City Manager's Office. He demands the city make this a priority and slow down the traffic out there.

Mayor Tinnin asked what the speed limit is now and asked what he thought it should be. Mr. Schimming stated the speed limit is not the issue and will not slow the vehicles down but there needs to be some form of traffic calming.

Commissioner Huffman stated he lives off Dry Creek Road and hears it all the time and understands. The speed limit on Dry Creek is 40 miles per hour and said the speed control on Dry Creek is delicate as it is an access for Metro for first responders as well as others.

Mr. Schimming said he is not advocating for speed bumps but for some traffic calming option to slow the vehicles down. He said Gibson Street in Madison is a great example of traffic calming.

City Manager Ellis stated a four way stop was put up at Mr. Schimming's request and that Mr. Schimming is the only person he has heard from regarding this issue. City Manager Ellis stated we will do whatever we can to help resolve the issue but does not have the remedy tonight.

City Manager Tim Ellis announced the Police Memorial Service to be held on May 25th at the Police Memorial at City Hall. The Splash Pad is now open seven days a week. Unfortunately Pleasant Green Pool will not open for the season due to staffing issues. We only had two applicants for the positions. The Farmer's Market continues on Thursday's from 3-7pm. He also stated at this time there are no items for the May 26th meeting.

Vice Mayor Duncan asked if the Community Center was still open and City Manager Ellis confirmed it was.

Consider Old Business.

Consider Ordinance 22-1037, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to designate the Commercial Core Overlay Zoning District as a Cultural Arts District to permit flexibility in site and building design requirements, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 22-1037. Commissioner Anderson seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 22-1037.

Consider Ordinance 22-1038, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to amend residential signage requirements to permit changeable copy electronic message boards and a defined review process, second reading and public hearing. Planning Director Addam McCormick addressed the concerns from the last meeting regarding the intensity. He said currently it is not allowed for that reason but a church has requested it. This is set up where any request would go before the Board of Zoning Appeals with a public hearing and letters to adjacent property owners. This would also reduce the times that the sign could display as well as reduce the lighting intensity.

Commissioner Young asked how we test to know the sign is meeting these requirements. Mr. McCormick stated they would have to show us a copy of how the sign is programmed. City Manager Ellis stated we could also procure a meter to test the intensity. Vice Mayor Duncan agreed with the stop display time of 10:00pm. Commissioner Young made a motion to consider Ordinance 22-1038. Commissioner Anderson seconded the motion. Vice Mayor Duncan made a motion to approve the amendment as presented. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve the amendment as presented. Vice Mayor Duncan made a motion to approve the amended Ordinance 22-1038. Commissioner Huffman seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public

hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 22-1038 as amended.

Consider Ordinance 22-1039, an ordinance to amend the City of Goodlettsville Municipal Code by deleting Title 2, Chapter 4 in its entirety as it relates to the Historic Zoning Commission, second reading. Vice Mayor Duncan made a motion to consider Ordinance 22-1039.

Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 22-1039.

Consider Ordinance 22-1040, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget and tax rate for the fiscal year beginning July 1, 2022 and ending June 30, 2023, second reading and public hearing. City Manager Ellis stated this budget requires no increase in taxes or fees at this time. Commissioner Anderson made a motion to consider Ordinance 22-1040. Commissioner Young seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed budget, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 22-1040.

Consider Resolution 22-1035, a resolution to accept the Parkview Preserve Phase 1 and Phase 2 public improvements with a one-year maintenance bond from Insight Properties. Planning Director Addam McCormick stated Parkview has both public and private streets. The public street is French Street and they have paved it and striped it and then there are private drives. There are a couple of items still outstanding. The sewer department has requested additional gravel down on French Street and they have a couple sections of driveway entrances to build. The Planning Commission approved subject to them finishing everything, two maintenance bonds - one for public improvements and one for private maintenance. They are working to complete remaining items. Commissioner Young made a motion to consider Resolution 22-1035. Commissioner Anderson seconded the motion. Commissioner Young stated on French Street there are some sidewalks that have been identified that need to be repaired and is not comfortable releasing. Commissioner Young made a motion to defer for one meeting. There was discussion. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 5-0 vote to defer Resolution 22-1035 for one meeting.

Consider New Business.

With no further business, Commissioner Young made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 7:01 pm with a 5-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 22-1035 A resolution to accept the Parkview Preserve Phase 1 and Phase 2 public improvements with a one-year maintenance bond from Insight Properties. <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Dir. Comm Development	Agenda Item: Resolution 22-1035 Dept. of Origin: Community Development For Agenda of: June 9, 2022 Originator: Addam McCormick Cost of Item: None
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1035

SUMMARY STATEMENT:

A resolution to accept the Parkview Preserve Phase 1 and Phase 2 public improvements with a one-year maintenance bond from Insight Properties.

FINANCIAL SUMMARY:

None

RECOMMENDED ACTION:

Planning Commission and Staff recommends approval of Resolution 22-1035.

Resolution 22-1035

A RESOLUTION TO ACCEPT THE PARKVIEW PRESERVE PUBLIC IMPROVEMENTS PHASE 1 AND PHASE 2 WITH A ONE YEAR MAINTENANCE BOND FROM INSIGHT PROPERTIES

WHEREAS, the City of Goodlettsville Municipal Planning Commission met and voted to recommend to the Board of Commissioners to accept Parkview Preserve Phase 1 and Phase 2 with a one-year maintenance bond subject to remaining public improvements being completed; and

WHEREAS, all requirements for the acceptance of Parkview Preserve Phase 1 and Phase 2 have been met including the phase 1 and phase 2 section of French Street: and,

WHEREAS, it is in the City of Goodlettsville's best interest to accept the section of public street in Parkview Preserve 1 and 2 as a city street; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE PARKVIEW PRESERVE PHASE 1 AND PHASE 2 PUBLIC IMPROVEMENTS BE ACCEPTED WITH A ONE YEAR MAINTENANCE BOND.

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

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 22-1052</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 22-1052 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 22-1052

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 22-1052.

RESOLUTION NO. 22-1052

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

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

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

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

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

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

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

Adopted: June 9, 2022

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 22-1052)

Parks

- (2) Water fountains
- 2008 Toro Zero Turn Mower
- 1983 Ford 1310

Police

<u>BRAND</u>	<u>MODEL</u>	<u>SERIAL #</u>	
Getac	S410	RJ703S3359	No hard drive
Getac	S410	RJ703S3360	No hard drive
Getac	S410	RJ703S3362	No hard drive
Getac	S410	RJ703S3364	No hard drive
Getac	S410	RJ703S3365	No hard drive
Getac	S410	RJ703S3366	No hard drive
Getac	S410	RJ703S3369	No hard drive
Getac	S410	RJ703S3370	No hard drive
Getac	S410	RJ703S3371	No hard drive
Getac	S410	RJ703S3372	No hard drive



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE: RESOLUTION 22-1053</u> A RESOLUTION APPROVING AN APPLICATION WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DEPARTMENTS WATER INFRASTRUCTURE INVESTMENT GRANT, FOR THE PURPOSE OF PHASE I MANSKER CREEK WASTEWATER PUMP STATION REHABILITATION PROJECT. <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, ACM	Agenda Item: Resolution 22-1053 Dept. of Origin: Public Works For Agenda of: June 9, 2022 Originator: Tim Ellis Cost of Item: \$1,909,021.85 Match is included in FY 23 Budget
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1053

SUMMARY STATEMENT:

A RESOLUTION APPROVING AN APPLICATION WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DEPARTMENTS WATER INFRASTRUCTURE INVESTMENT GRANT, FOR THE PURPOSE OF PHASE I MANSKER CREEK WASTEWATER PUMP STATION REHABILITATION PROJECT.

FINANCIAL SUMMARY:

\$1,909,021.85

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1053

RESOLUTION 22-1053

A RESOLUTION APPROVING AN APPLICATION WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DEPARTMENTS WATER INFRASTRUCTURE INVESTMENT GRANT, FOR THE PURPOSE OF PHASE I MANSKER CREEK WASTEWATER PUMP STATION REHABILITATION PROJECT.

WHEREAS, the Tennessee Department of Environment is currently accepting applications for the Water Infrastructure Investment Grants; and,

WHEREAS, the City of Goodlettsville has an immediate need to perform certain rehabilitation improvements to its Mansker Creek Wastewater Pump Station; and,

WHEREAS, the City of Goodlettsville is eligible to make a grant application for said project.

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

Section 1. That an application for a Water Infrastructure Investment Grant from the Tennessee Department of Environment and Conservation is authorized in the amount of \$1,909,021.85, for the purpose of completing Phase I of the Mansker Creek Wastewater Pump Station Project.

Section 2. That the City of Goodlettsville assures that all necessary matching funds will be allocated.

Section 3. The City Manager is authorized to execute any and all documents associated with the application and subsequent contracts.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of the City of Goodlettsville requiring it.

Date adopted: June 9, 2022

MAYOR

ATTEST

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 22-1054</u> A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR HYDRAULIC CHANNEL GRINDER AT THE MANSKER CREEK WASTEWATER PUMP STATION. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1054 Dept. of Origin: Administration For Agenda of: June 9, 2022 Originator: Tim Ellis Cost of Item: \$50,200.00
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1054

SUMMARY STATEMENT:

A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR
HYDRAULIC CHANNEL GRINDER AT THE MANSKER CREEK WASTEWATER PUMP STATION.

FINANCIAL SUMMARY:

\$50,200.00 – Operating Budget

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1054

Resolution 22-1054

A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR HYDRAULIC CHANNEL GRINDER AT THE MANSKER CREEK WASTEWATER PUMP STATION.

WHEREAS, the entire hydraulic grinder system located at the City of Goodlettsville Mansker Creek Wastewater Pump Station failed to operate and it was determined that it could not be repaired; and

WHEREAS, it was determined that the replacement of the hydraulic grinder system was of utmost importance for the protection of wastewater pumps; and

WHEREAS, the city manager authorized the issuance of an emergency purchase order in order for the expeditious repair of the hydraulic grinder system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT AN EMERGENCY PURCHASE ORDER IS HEREBY RATIFIED AND APPROVED FOR THE REPLACEMENT OF AN HYDRAULIC CHANNEL GRINDER IN THE AMOUNT OF \$50,200.00 WITH BAR ENVIRONMENTAL SUPPLY, INCORPORATED.

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

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney

P.O. #



Request for PURCHASE ORDER

REV July 1, 2020

VENDOR NAME		VENDOR ID #	TODAY'S DATE	
ADDRESS		CITY	STATE	ZIP
QUOTE #	☐ Sole Source ☐ Contracted Service ☐ State Contract ☐ Other: ☐ Professional/Consulting ☐ Maintenance Agreement ☐ Software Maintenance			

REQUESTED BY	DEPARTMENT	GL ACCOUNT # / BUDGET CODE
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☐ EMERGENCY (explain):

ALL PURCHASES REGARDLESS OF COST REQUIRE DEPARTMENT HEAD SIGNATURE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			\$
			\$
			\$
			\$
			\$
			\$

GRAND TOTAL \$

Employee Signature	Department Head Signature
Finance/Purchasing Signature	ACM/CM City Manager Signature Required for \$1,000+

3 COMPETITIVE QUOTES FOR \$500+ LISTED BELOW

\$500 - \$999 = 3 VERBAL & Name/Phone ● \$1,000 - \$9,999 = 3 WRITTEN & Attached

Vendor #1		\$
Vendor #2		\$
Vendor #3		\$
Preferred Vendor		\$

COMMENTS

BAR Environmental Supply, Inc.

100 Winners Cir N Ste 420

Brentwood, TN 37027

+1 6153730788



Quote

ADDRESS

Steve Diviney

Monster Grinder

215 Cartwright Street

Goodlettsville, TN 37072

QUOTE # JSA051222-1**DATE** 05/12/2022

ACTIVITY	QTY	RATE	AMOUNT
JWC Channel Monster Grinder Exchange	1	50,200.00	50,200.00
CDD5016-XDS2.0 Renew			
11T Cam Cutters			
1:1 Stack Hardened Alloy STL			
Buna N Elastomers			
Cork & Rubber Gaskets			
1/2 Perf Drum With Brush Assembly			
Vertical Shaft Support with Grease Line			
Motor Type: Hydraulic			
New Hydraulic Motor TRQ 4.3GPM			
New Spool			
Grinder SN TBD			
Paint Epoxy Green			
A31086-0080-M H/H ASSY 80ft, 1/2in QD			

BAR to pick up existing unit and install/startup Exchange unit.

TOTAL**\$50,200.00**

Accepted By

Accepted Date

-- Unless specifically shown on this quote, sales tax, installation, startup is not included.

--Standard shipping cost, if shown, is an estimate and will be billed at actual cost. If shipping cost is not shown, it will be prepaid and added to your invoice.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 22-1055 A resolution to approve a contract between the City of Goodlettsville, Tennessee and the State of Tennessee Department of Transportation for the maintenance of certain State of Tennessee Right-of-Way. <u>PRESENTED BY:</u> Tim Ellis, City Manager Jeff McCormick, Public Works Dir.	Agenda Item: Resolution 22-1055 Dept. of Origin: Public Works For Agenda of: June 9, 2022 Originator: Jeff McCormick Cost of Item: Off Setting
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1055

SUMMARY STATEMENT:

A resolution to approve a contract between the City of Goodlettsville, Tennessee and the State of Tennessee Department of Transportation for the maintenance of certain State of Tennessee Right-of-Way.

FINANCIAL SUMMARY:

Off Setting

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1055.

RESOLUTION NO. 22-1055

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

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

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

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

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

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

Adopted: June 9, 2022

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

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

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

Contractor Edison Registration ID # 0000002859
Contract #: CMA 2258

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment Either "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," or "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a County," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Fifteen Thousand Three Hundred and Three Dollars and thirty-Six Cents (\$15,303.36) The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through a Municipalities"	See Exhibit A

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Tennessee Department of Transportation

- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C.
- (2) only be submitted for completed service and shall not include any charge for future work.
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted, and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall

remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Luis Pizarra, Operations District Specialist
6615 Centennial Blvd.
Nashville Tn. 37243-0360
Email luis.pizarra@tn.gov
Telephone # 615-350-4404
Fax# 615-350-4142

The Contractor:

Jeff McCormick
City of Goodlettsville
j.mccormick@goodlettsville.gov
Telephone # 615-859-2740
Fax#615-851-4052

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.
- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

CITY OF GOODLETTSVILLE

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL

DATE

“EXHIBIT A”
GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit of Measure
435	Machine Mowing**	Acres
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of the removal by mechanical sweeping, or other approved means, of dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas and ramps at interchanges as detailed below.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre:

\$ 50.00

Calculated Maximum Reimbursement (Mowing):

\$ 8,250.00

Mowing Inventory Worksheet

Route Number	Roadway Type	Begin Termini (LM)	End Termini (LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
I-65	2B	Davidson Co. 20.08	Davidson Co. 20.42	0	6.615	6.615	6	39.69
I-65	2A	Davidson Co. 21.09	Davidson Co. 21.6	0	10.04	10.04	6	60.24
I-65	2A	Sumner Co. .829	Sumner Co. 1.41	0	6.62	6.62	6	39.72
SR-11	2B	Sumner Co. .105	Sumner Co. .410	0	8.39	8.39	3	25.17
Total Contract Area (acres):								165

INVENTORY OF ELIGIBLE LITTER
REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of litter removal in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for litter removal, not to exceed the number of cycles and the price per linear mile as detailed below.

Insert “Litter Inventory” Table from ExhibitA_CitySA_Template2021.xlsx here

Approved Litter Reimbursement Per Mile:

\$ 60.00

Calculated Maximum Reimbursement (Litter):

\$ 4,739.76

Litter Inventory Worksheet										
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length (mi.)	Litter Pass Miles Per Segment	Segment Total Litter (mi.)	Price per Litter Mile	Number of Litter Cycles	Contract Segment Total Litter (mi.)	Contract Segment Total Litter (\$)
I-65	2B	Davidson Co. 20.08	Davidson Co. 0.34	1.35	2	2.7	\$ 80.00	12	32.4	2592
I-65	2A	Davidson Co. 21.09	Davidson Co. 21.6	0.51	3	1.53	\$ 80.00	12	18.36	1468.8
I-65	2A	Sumner Co. .829	Sumner Co. 1.41	0.581	3	1.743	\$ 80.00	12	21	1673.28
SR-11	2B	Sumner Co. .105	Sumner Co. .410	0.305	2	0.61	\$ 80.00	12	7.32	585.6
									Total Contract Litter (mi.):	
									78.996	\$ 4,739.76

INVENTORY OF ELIGIBLE LITTER REMOVAL FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible length of mechanical sweeping and street flushing in linear miles which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for mechanical sweeping or street flushing, not to exceed the number of cycles and the price per mile as detailed below.

Eligible Number of Sweeping Cycles:

12

Reimbursement Per Mile (Sweeping):

\$80.00

Calculated Maximum Reimbursement (Sweeping):

\$ 2,313.60

Sweeping Inventory Worksheet								
Route Number	Roadway Type	Beginning Termini (LM)	Ending Termini (LM)	Segment Length	Sweeping Miles Per Segment	Segment Total Sweeping (mi.)	Number of Sweeping Cycles	Contract Segment Total Sweeping (mi.)
SR-174	1D	Davidson Co. 0	Davidson Co. 0.92	0.92	1	0.92	12	11.04
SR-174	1D	Sumner Co. 0	Sumner Co. 1.49	1.49	1	1.49	12	17.88
Total Contract Sweeping (mi.):								28.92

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

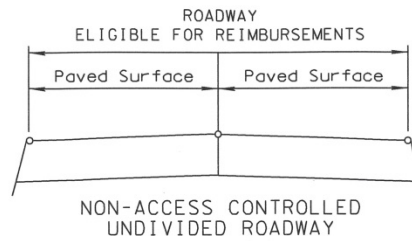


FIGURE 1A

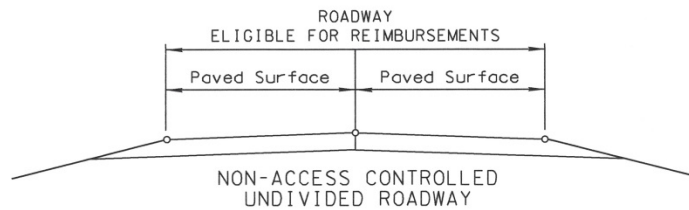


FIGURE 1B

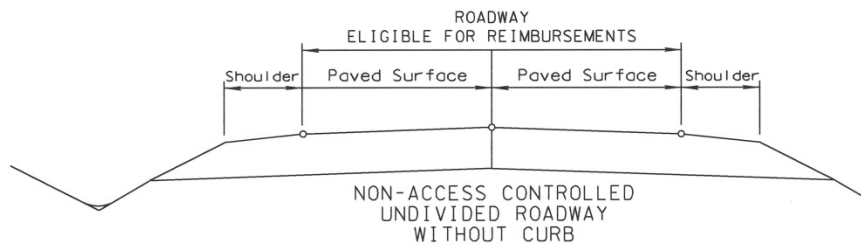


FIGURE 1C

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

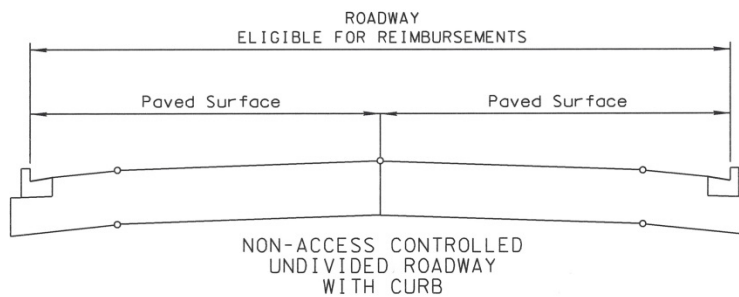


FIGURE 1D

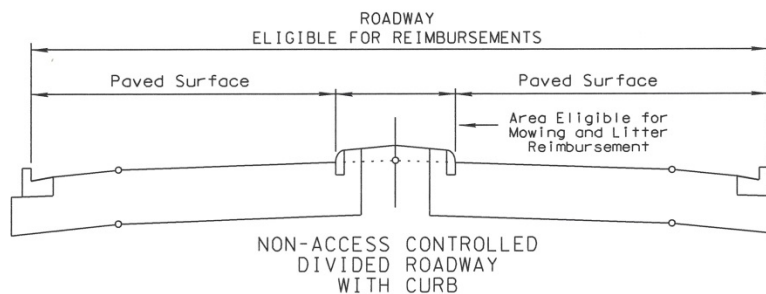
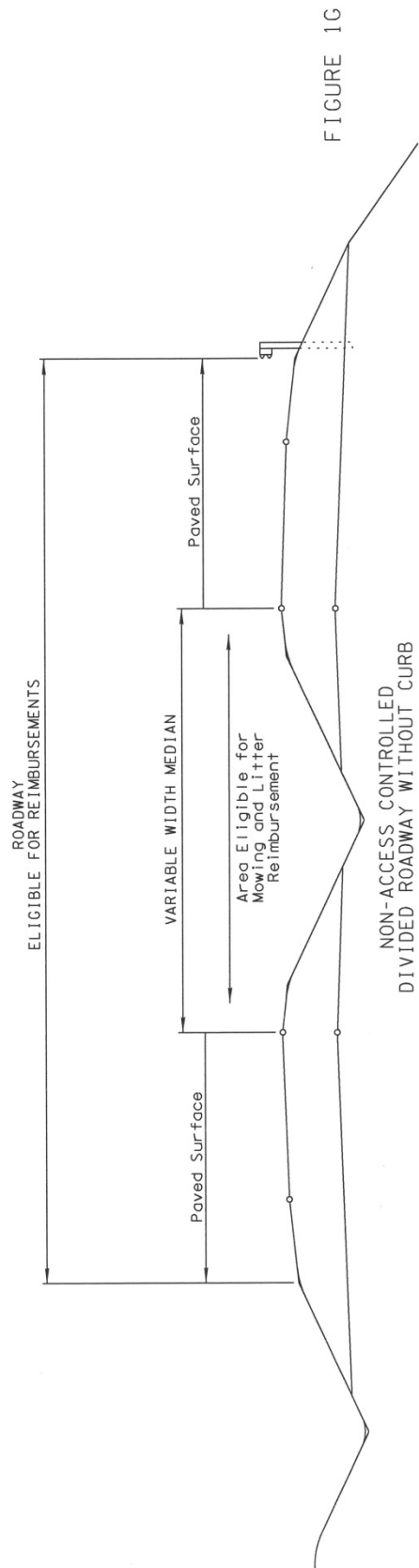
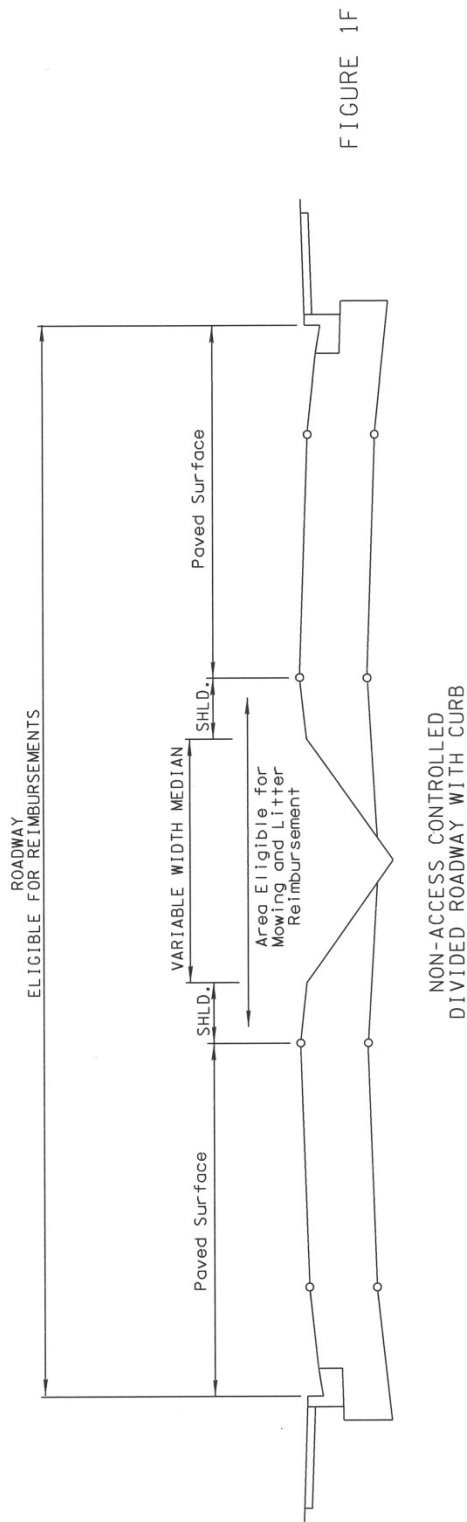


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS



NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

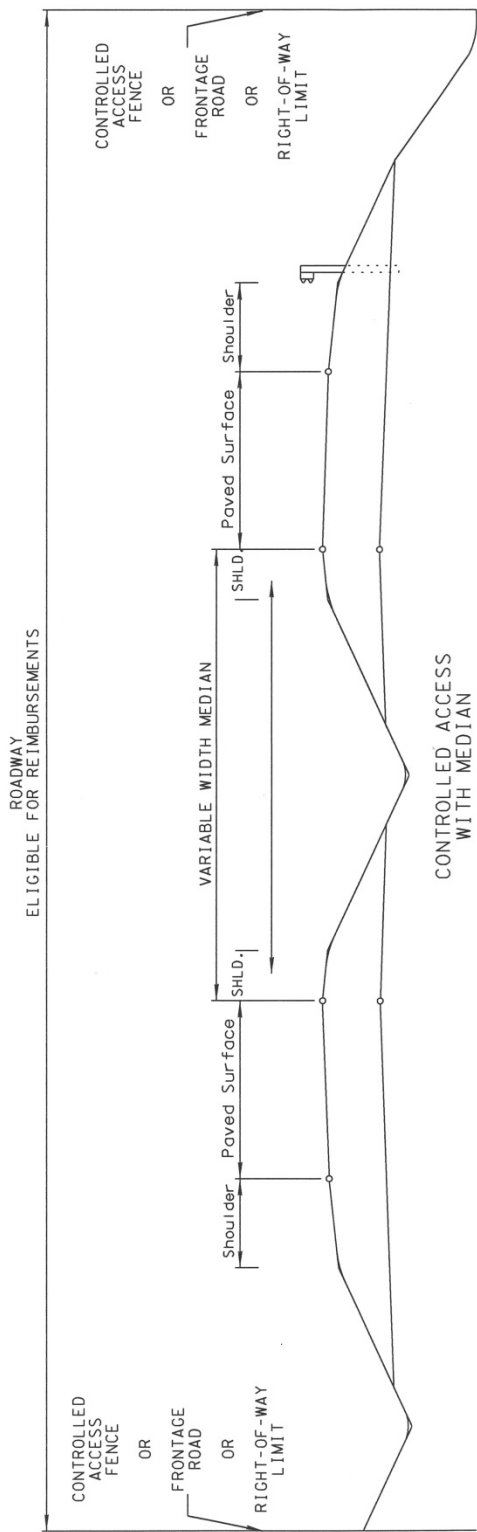


FIGURE 2A

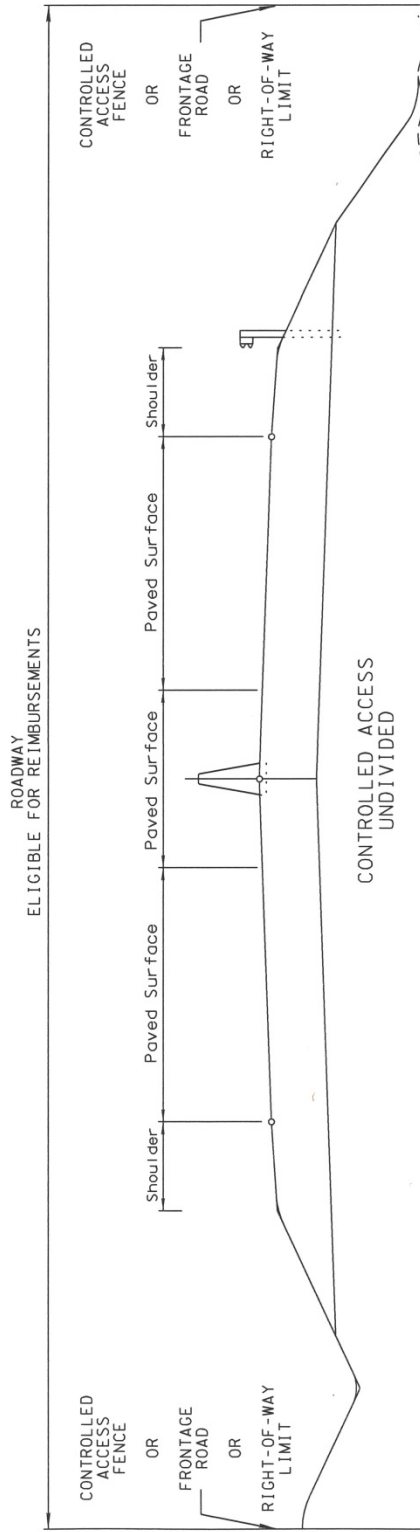


FIGURE 2B



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 22-1056</u> A RESOLUTION TEMPORARILY ESTABLISHING THE SECOND THURSDAY OF EACH MONTH AS THE OFFICIAL MEETING DATE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1056 Dept. of Origin: Administration For Agenda of: June 9, 2022 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1056

SUMMARY STATEMENT:

A RESOLUTION TEMPORARILY ESTABLISHING THE SECOND THURSDAY OF EACH MONTH AS THE OFFICIAL MEETING DATE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1056.

Resolution 22-1056

A RESOLUTION TEMPORARILY ESTABLISHING THE SECOND THURSDAY OF EACH MONTH AS THE OFFICIAL MEETING DATE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS.

WHEREAS, oftentimes there are little to no items for the City of Goodlettsville Board of Commissioners to meet and consider during their regularly scheduled meetings; and

WHEREAS, for the purposes of defining the best way to carry out the business of the City of Goodlettsville it may be of benefit to only meet once per month; and

WHEREAS, for the purpose of determining if one meeting per month would be adequate for the purpose of carrying out city business, an interim study period should be created; and

WHEREAS, in the case a second meeting during any month is needed it can be scheduled as a special called meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT TEMPORARILY THE SECOND THURSDAY OF EACH MONTH AT 6:30 P.M. SHALL BE THE OFFICIAL MEETING DATE AND TIME OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS UNTIL JANUARY 1, 2023.

BE IT FURTHER, RESOLVED THAT THE REGULARLY SCHEDULED MEETING OF THE BOARD OF COMMISSION HELD ON THE FOURTH THURSDAY OF EACH MONTH BE SUSPENDED UNTIL JANUARY 1, 2023.

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

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 22-1057 A resolution to approve a contract with the Tennessee Department of Transportation for traffic flow improvements and traffic signal upgrades (Phase IV) as a part of the Congestion Mitigation and Air Quality Improvement Program. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1057 Dept. of Origin: Public Works For Agenda of: June 9, 2022 Originator: Allison Baker Cost of Item: \$2,335,000.00 Grant Funds \$25,000 City Funds
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AGENDA ITEM ATTACHMENTS:

- Resolution 22-1057

SUMMARY STATEMENT:

A resolution to approve a contract with the Tennessee Department of Transportation for traffic flow improvements and traffic signal upgrades (Phase IV) as a part of the Congestion Mitigation and Air Quality Improvement Program.

FINANCIAL SUMMARY:

\$2,335,000.00 Grant Funds
\$25,000 City Funds

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1057

Resolution 22-1057

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR A CONGESTION MITIGATION AND AIR QUALITY CONTROL GRANT.

WHEREAS, the City of Goodlettsville recently made an application for a State of Tennessee Department of Transportation grant for Phase IV of the Traffic Synchronization project; and

WHEREAS, the City of Goodlettsville has been given notice that it has been awarded said grant in the amount of \$2,335,000.00; and

WHEREAS, execution of the Tennessee Department of Transportation Congestion Mitigation Air Quality contract is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE PHASE IV TENNESSEE DEPARTMENT OF TRANSPORTATION CONGESTION MITIGATION AIR QUALITY CONTRACT (132638.00) IS APPROVED AND IS HEREBY AUTHORIZED TO BE EXECUTED.

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

Mayor Rusty Tinnin

Date: June 9, 2022

Attest:

City Recorder

Approved as to form:

City Attorney



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOSEPH GALBATO, III
INTERIM COMMISSIONER

BILL LEE
GOVERNOR

June 2, 2022

The Honorable Rusty Tinnin
Mayor, City of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072

Re: Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades- Phase IV
Goodlettsville, Davidson County and Sumner County
PIN:132638.00
Federal Project Number: CM-REG3(213)
State Project Number: 19LPLM-F3-200
Contract Number: 220053

Dear Mayor Tinnin:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or Simchah.Edwards@tn.gov.

Sincerely,

Kimery Grant
Transportation Manager 2

Attachment

Agreement Number: 220053
Project Identification Number: 132638.00
Federal Project Number: CM-REG3(213)

State Project Number: 19LPLM-F3-200

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF GOODLETTSVILLE (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades- Phase IV"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT

Right-of-Way by:	AGENCY	AGENCY
Utility Coordination by:	AGENCY	AGENCY
Construction by:	AGENCY	PROJECT

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending **July 1, 2027**. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by **July 1, 2025**. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible

costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a

principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its Contractors agree to ensure that Disadvantaged Business

Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

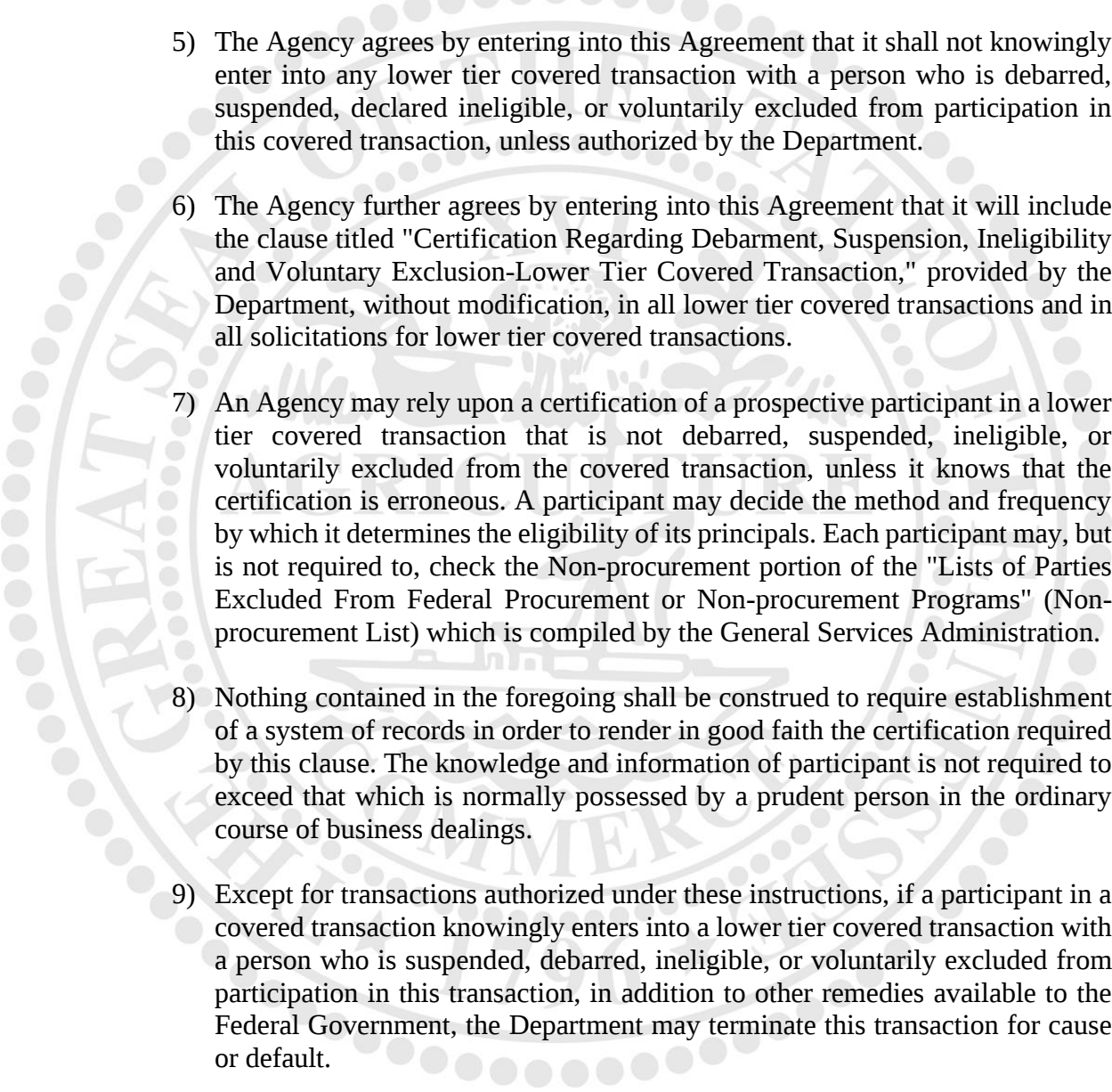
- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

- a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
 - 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
 - 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
 - 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for

Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of

any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation

for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF GOODLETTSVILLE

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signature:

Signature:

Email:

Email:

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Signature:

Email:

Email:

EXHIBIT "A"

AGREEMENT #: 220053

PROJECT IDENTIFICATION #: 132638.00

FEDERAL PROJECT #: CM-REG3(213)

STATE PROJECT #: 19LPLM-F3-200

PROJECT DESCRIPTION: 2021 CMAQ Award: Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades-Phase IV - Through a combination of traffic signal infrastructure upgrades and signal coordination, the City will improve three main corridors: Long Hollow Pike (SR-174) Conference Drive and Main Street (SR-11/US31W/US41). Improvements include reconstructing two intersections to mast arms, installing battery back-ups, flashing yellow arrows, new signal heads, new cabinets and controllers, wireless interconnect, and video connection. ADA compliant curb ramps, audible/vibrotactile pedestrian pushbuttons, countdown pedestrian signal heads, crosswalks and appropriate pedestrian signage will also be installed. After the proposed signal system is complete, coordinated signal timings will be developed and implemented for the corridor.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Intelligent Transportation System

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	CMAQ	100	0	0	\$213,000.00
PE-DESIGN	CMAQ	100	0	0	\$105,000.00
CONSTRUCTION	CMAQ	100	0	0	\$1,692,380.00
CONSTRUCTION	CMAQ	80	0	20	\$125,000.00
CEI	CMAQ	100	0	0	\$204,200.00
TDOT ES	CMAQ	100	0	0	\$20,420.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: CMAQ: 23 U.S.C.A., Section 149, congestion Mitigation and Air Quality Improvement Program funds allocated or subject to allocation to the Agency

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing). For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.