



September 8, 2022

Board of Commissioners
6:30 PM

City Hall - Massie Chambers

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.

3. Approval of minutes.

- a. Reading of the August 11th regular meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

6. Reports and comments from committees, members of the Board of Commissioners and other officers.

7. Consent agenda items.

8. Old Business.

- a. Consider Ordinance 22-1047, an ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to remove right-of-way sections from the Interchange Sign Zone and Mall Sign Zone area district maps.

SECOND READING & PUBLIC HEARING

9. New Business.

- a. Consider Ordinance 22-1048, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040. **FIRST READING**
- b. Consider Ordinance 22-1049, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040. **FIRST READING**
- c. Consider Resolution 22-1076, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.
- d. Consider Resolution 22-1077, a resolution to amend a contract between the City of Goodlettsville, Tennessee and the State of Tennessee Department of Transportation as it relates to project number 120327.00 - Conference Drive Enhancements.
- e. Consider Resolution 22-1078, a resolution to rescind Resolution 22-1051 as it relates to the City of Goodlettsville assuming authority over certain wastewater utility territory outside the corporate limits.
- f. Consider Resolution 22-1079, a resolution to approve the capital expenditure for the purchase of a new fire engine.
- g. Consider Resolution 22-1080, a resolution recognizing Mr. Jim Hitt for his 30 years of exemplary service to the citizens of Goodlettsville, Tennessee
- h. Consider Resolution 22-1081, a resolution of the City of Goodlettsville Board of Commissioners authorizing the City of Goodlettsville Traffic Calming Policy.
- i. Consider Resolution 22-1082, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, authorizing the administrative services of Community Development Partners, LLC for assistance with the 2020 Local Parks and Recreation Fund grant program.
- j. Consider Resolution 22-1083, a resolution authorizing the execution of an agreement between the City of Goodlettsville and Kimley Horn and Associates, Incorporated as it relates to engineering services for an all-access playground.
- k. Consider Resolution 22-1084, a resolution approving a Memorandum of Understanding with the City of Millersville, Tennessee as it relates to acceptance of a military rated truck for use by the Goodlettsville Fire Department.
- l. Consider Resolution 22-1085, a resolution to authorize the execution of an agreement between the City of Goodlettsville and FoxPE, Incorporated as it relates to engineering services.

- m. Consider Resolution 22-1086, a resolution approving the execution of an agreement between the City of Goodlettsville and Western Kentucky University for non-analytical monitoring and surveying of all City of Goodlettsville streams.

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

August 11, 2022

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: Jimmy D. Anderson.

Also Present: Russell Freeman, Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, Kimberly Lynn, Julie High, Ken Reeves, and Jeff McCormick.

Mayor Rusty Tinnin called the meeting order. City Manager Tim Ellis offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

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

Consider the minutes of the July 14, 2022 regular meeting of the Board of Commissioners by the Recorder. Vice Mayor Duncan made a motion to approve the minutes as written. Commissioner Huffman seconded the motion and motion passed 4-0.

City Manager Tim Ellis stated he sent the Board a memorandum regarding close out of fiscal year 2022 and certain funds needing to be transferred between departments in the general fund. All transfers resulted in no increase to the general fund expenditures. The reasons for those transfers were employee retirement, insurance increases, and the LED street lights. In accordance with the budget ordinance, this has been presented to the Commissioners and will be entered into the minutes.

He announced the City of Goodlettsville will be receiving a \$25,000 grant from the Boyd Foundation for improvements at our Dog Park. He also announced the Salty Dog Festival on City Hall grounds in September. Halloween in the Park will be Saturday, October 22nd at Moss-Wright Park as well as GOODFest. He also announced the State of Tennessee, in cooperation with our Public Works Department, will be hosting a Household Hazardous Waste Drop-off at the Visitor's Center on Saturday, October 29th.

Consent agenda items.

Commissioner Huffman made a motion to approve the consent agenda items. Vice Mayor

Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve the consent agenda items.

Approved Ordinance 22-1044, an ordinance to abandon approximately 400 linear feet of a portion of right-of-way known as L & N Turnpike, located to the south of Interstate 65 and to the east of U.S. Highway 31-W, second reading.

Approved Ordinance 22-1045, an ordinance to amend the City of Goodlettsville Municipal Code Title 18, Chapter 1, Section 108 by deleting section 108 in its entirety and replacing it with a new section 108 as it relates to sewer billing, second reading.

Approved Ordinance 22-1046, an ordinance to amend the City of Goodlettsville Municipal Code Title 18, Chapter 1, Section 112, Subsection 11 by deleting Subsection 11 in its entirety and replacing it with a new Subsection 11 as it relates to sewer tap fees, second reading.

Approved Resolution 22-1068, a resolution of the City of Goodlettsville, Tennessee Board of Commissioners adopting the official list of city streets as of August 1, 2022.

Approved Resolution 22-1070, a resolution acknowledging the application for the BlueCross BlueShield Foundation's Healthy Places Grant.

Approved Resolution 22-1072, a resolution authorizing the City of Goodlettsville to participate in the Property Conservation Matching Grant Program through the Public Entity Partners.

Consider Old Business.

Consider Ordinance 22-1041, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change a property on Monticello Drive from R-15, Medium Density Residential and A, Agricultural zoning districts to High Density Residential Planned Unit Development and Preliminary Master Plan Approval, second reading and public hearing. Commissioner Young made a motion to consider Ordinance 22-1041. Vice Mayor Duncan seconded the motion. The public hearing was opened. Joanne Burke of 129 Marita Avenue spoke in opposition of the proposed amendment. She stated reasons such as the amount of traffic it would put on the road right across the street from the elementary school. She questioned if there would be improvements made to the road such as widening to accommodate the traffic. Mayor Tinnin asked City Manager Ellis if a traffic study would be required. City Manager Ellis stated there would not be one required. Planning Director Addam McCormick stated there would be 28 units on the property and it falls under the criteria required for a formal traffic study which reserved for 70-75 range for developments. City Manager Ellis stated this is a public hearing for public comment for the board to hear public comment but they cannot entertain questions and answers this evening. There was additional discussion. Jay Frensey of 404 Gates spoke in opposition of the proposed amendment. He stated there are several major issues including the traffic and updates are needed to the

roads. He also mentioned the blasting that will come with this project. Wayne Neal of 402 Gates Road spoke in opposition of the proposed amendment. His main issue is the traffic this project will create. He also mentioned flooding and stormwater issues this project could create. Mayor Tinnin stated all new properties have to be developed with retention ponds for run off as part of the stormwater program. The public hearing was closed. Vice Mayor Duncan stated she understands concerns regarding school traffic and that it is usually a continuous flow of traffic and no longer than 20 minutes. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1041.

Consider Ordinance 22-1042, an ordinance to amend a section of the Zoning Ordinance definition of family to be consistent with Tennessee Code Annotated, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 22-1042. Commissioner Huffman seconded the motion. The public hearing was opened. Larry Jones of 1136 Kimberly addressed the board and thanked the board for rewording the ordinance and their diligence. He did have a question regarding the enforcement of this ordinance. City Manager Ellis stated Addam McCormick has been working on this piece and asked if he would talk to Mr. Jones after the meeting. The public hearing was closed. Commissioner Young stated he brought this to the City Manager's attention for a cleanup with language and this now puts us in compliance with State law. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1042.

Consider Ordinance 22-1043, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change a portion of property on South Dickerson Road from an A, Agricultural Zoning District to HDRPUD, High Density Residential Planned Unit Development and Preliminary Master Plan approval, second reading and public hearing. Commissioner Young made a motion to consider Ordinance 22-1043. Commissioner Huffman seconded the motion. The public hearing was opened. Robbie Cross of 1209 South Dickerson Road spoke in opposition of the proposed amendment. He stated there are concerns due to foot traffic currently going across his property from the apartments directly behind him. He said on the drawings there is a 6 foot wall in random spots but would like to see a wall go around the whole property. He stated they are also losing privacy and would like barrier between the properties. The public hearing was closed. Commissioner Young asked the developer that was in the meeting if he could commit to fencing in the property. The developer stated, "Sure." Commissioner Young stated this will also help get sidewalks built. Vice Mayor Duncan stated she was in agreement with the privacy fence. City Manager Ellis suggested if the fence is a requirement, this board needs to clearly define it. Planning Director Addam McCormick stated the frontage of this property is zoned commercial. The plan has a wall between the agricultural and the new high density zoning but where it is commercial in the front there is no wall because it is the same zoning. Commissioner Young said he sees where the CS and HPUD line is and where the retaining wall ends. He asked if at that line and to the rear of the property, if a fence could go there. Mr. McCormick stated his understanding there would be a wall with the landscaping but it is not around the entire property. There was additional discussion. City Attorney stated he didn't know if this was the path we wanted to go down to recommend a fence to prevent criminal trespass. There was additional discussion. Commissioner Young stated the more he thought about it he wasn't sure the fence would

serve its intended purpose. There was additional discussion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1043.

Consider New Business.

Consider Ordinance 22-1047, an ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to remove right-of-way sections from the Interchange Sign Zone and Mall Sign Zone area district maps, first reading. Vice Mayor Duncan made a motion to consider Ordinance 22-1047. Commissioner Huffman seconded the motion. Planning Director Addam McCormick stated we received a request for a sign company to do a billboard within CSX right-of-way. This would remove the right-of-way out of the interstate sign districts. There was additional discussion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1047.

Consider Resolution 22-1069, a resolution recognizing Mayor Anthony Holt for his 32 years of exemplary service to the citizens of Sumner County, Tennessee. Vice Mayor Duncan made a motion to consider Resolution 22-1069. Commissioner Young seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 22-1069.

Consider Resolution 22-1071, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee approving the issuance of a Certificate of Compliance to Faye Primrose relative to their application to the Tennessee Alcoholic Beverage Commission for ownership change in Rivergate Liquors. City Manager Ellis stated in this case the Primrose's have owned Rivergate Liquors for many years and Mr. Primrose has passed away and in order for Mrs. Primrose to become the proprietor, a certificate of compliance is needed with ABC. Vice Mayor Duncan made a motion to consider Resolution 22-1071. Commissioner Young seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 22-1071.

Consider Resolution 22-1073, a resolution designating the use of funds from the American Rescue Plan Act of 2021 allocated to the City of Goodlettsville for use in Phase I of various public projects and purposes. City Manager Ellis stated the resolution stated we have attained this funding through loss of revenue claims and we can spend it in any way we desire. In a memo sent out yesterday, he has outlined the desire for Phase I expenditures. Commissioner Huffman made a motion to consider Resolution 22-1073. Vice Mayor Duncan seconded the motion. Commissioner Young thanked City Manager Ellis for putting this list together. Commissioner Young stated he felt uncomfortable using the funds that were going to be revenue generating such as \$125,000 for the Bowen event flooring. He said he would much rather use these funds to help those that live in Goodlettsville. He also was not comfortable with \$50,000 to study indoor aquatics. Commissioner Young made a motion to amend Resolution 22-1073 by decreasing the amount by removing the aquatics feasibility study of \$50,000 and the Bowen event flooring of \$125,000. City Manager Ellis stated these funds are ours to spend any way we see fit. The feasibility study of the aquatics facility is something the Parks Board has been discussing. The motion died due to a lack of a second. Commissioner Young motioned to make a verbal amendment to remove the \$50,000 for the aquatics feasibility study. Motion died due to a lack of a second. Commissioner Young moved to amend by removing \$125,000 for Bowen event flooring. Motion died due to a lack of a second. Vote

was then taken which resulted in a 3-1 vote to approve Resolution 22-1073 with Commissioner Young voting no.

Consider Resolution 22-1074, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, authorizing the procurement method of competitive sealed proposals in procuring solid waste collection services. City Manager Tim Ellis stated we plan to begin shaping our documents that will be sent out to procure these services. Commissioner Young made a motion to consider Resolution 22-1074. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 22-1074.

Consider Resolution 22-1075, a resolution ratifying the membership and appointment to the Goodlettsville Board of Zoning and Sign Appeals. Vice Mayor Duncan made a motion to consider Resolution 22-1075. Commissioner Huffman seconded the motion. Commissioner Young stated having served on the BZA for several years while being a Commissioner feels it puts the Commissioner in an awkward posture. The BZA is a quasi-judicial board. Someone comes with an appeal and you have to determine if they qualify for relief due to a true hardship. Mayor Tinnin stated he had talked to Commissioner Anderson when considering him for this board. Commissioner Huffman stated he enjoyed being on the BZA and a Commissioner. There was additional discussion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 22-1075.

With no further business, Commissioner Huffman made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 7:36 pm with a 4-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1047</u> An ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to remove right-of-way sections from the Interchange Sign Zone and Mall Sign Zone Area district maps. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 22-1047 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Addam McCormick Cost of Item: N/A
--	---

AGENDA ITEM ATTACHMENTS:

Ordinance 22-1047 & Maps

SUMMARY STATEMENT:

An ordinance to amend Title 14, Goodlettsville Municipal Code by amending the Zoning Ordinance to remove right-of-way sections from the Interchange Sign Zone and Mall Sign Zone Area district maps.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 22-1047.

ORDINANCE 22-1047

AN ORDINANCE TO AMEND TITLE 14, GOODLETTSVILLE MUNICIPAL CODE BY AMENDING THE ZONING ORDINANCE TO REMOVE RIGHT-OF-WAY SECTIONS FROM THE INTERCHANGE SIGN ZONE AND MALL SIGN ZONE AREA DISTRICT MAPS

WHEREAS, the purpose of the amendment to remove right-of-way sections from the I-65 at Rivergate Parkway, Long Hollow Pike and Louisville Hwy 31W/Springfield Hwy 41 Interchange Zone District Maps and Mall Sign Zone Map was determined to provide a clear intention of the sign district maps and Zoning Ordinance sections due to a recent request received for a proposed sign on a section of right-of-way, and;

WHEREAS, the City's Planning Commission has reviewed the Zoning Ordinance Interchange Sign Zone and Mall Sign Zone sections and determined with these recommend amendments that the intention is for the signage in these special defined sign ordinance districts to be associated with a development project and that the right-of-way was included in the existing maps to graphically include a connected overlay district area at each interchange not to permit signage within the right-of-way sections and;

WHEREAS, the City's Zoning Ordinance intent and purpose includes sign design that enhances the readability and effectiveness of signs and to divide the city into zones and districts restricting and regulating therein the location, construction, and use of buildings, structures, and land for and commercial uses;

WHEREAS, The Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and on May 2, 2022 unanimously voted to recommend its passage to the Board of Commissioners.

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

SECTION 1. The I-65 at the Rivergate Parkway, Long Hollow Pike. And Louisville Hwy 31W/Springfield Hwy 41 Interchange Zone District and Mall Area Maps are attached with this ordinance as "EXHIBIT A" is amended to include the revised Interchange Zone District shown as hatched red lines and Mall Area shown as hatched yellow lines.

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

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

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

MAYOR RUSTY TINNIN

PASSED 1ST READING: _____

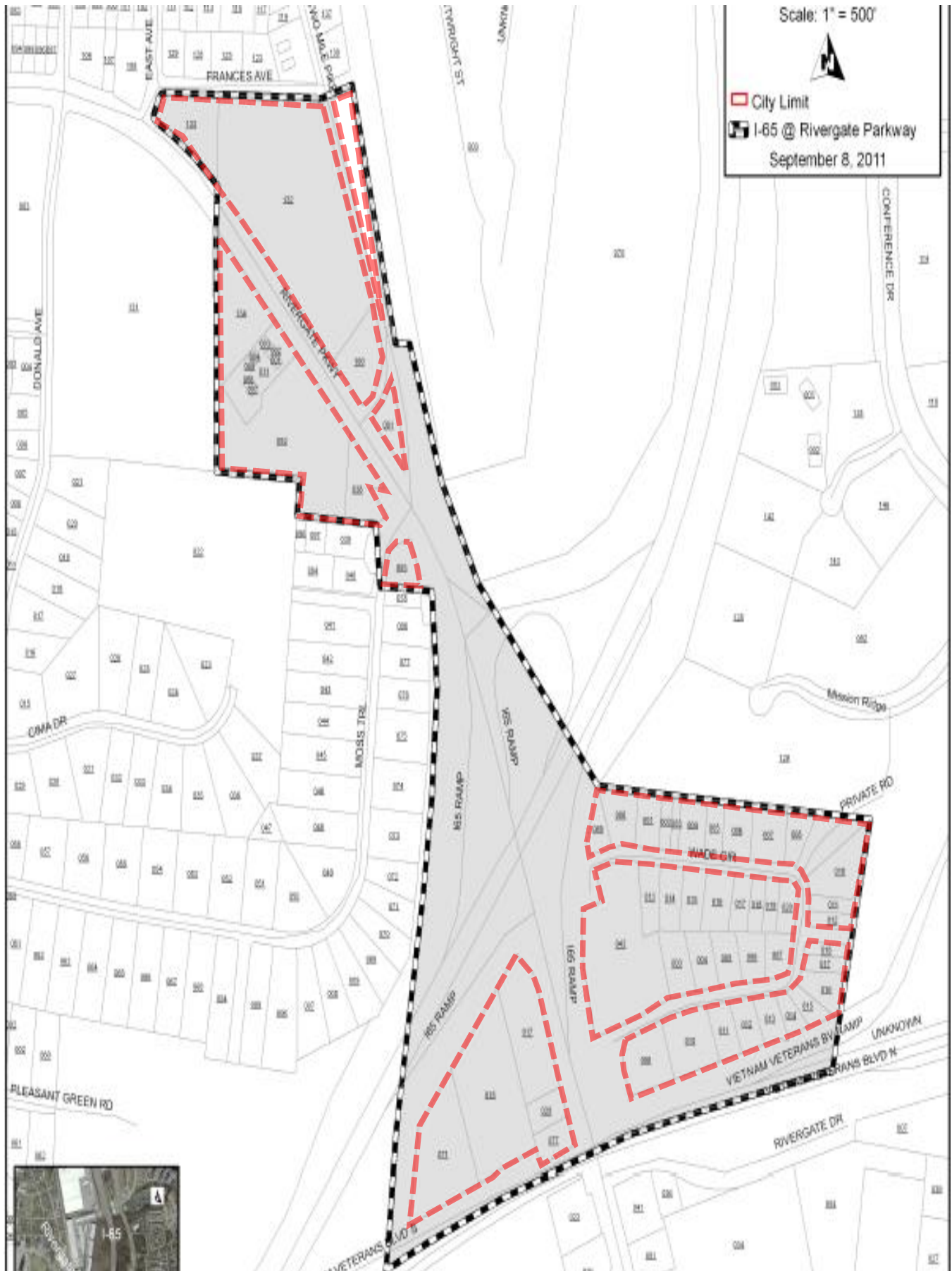
PASSED 2ND READING: _____

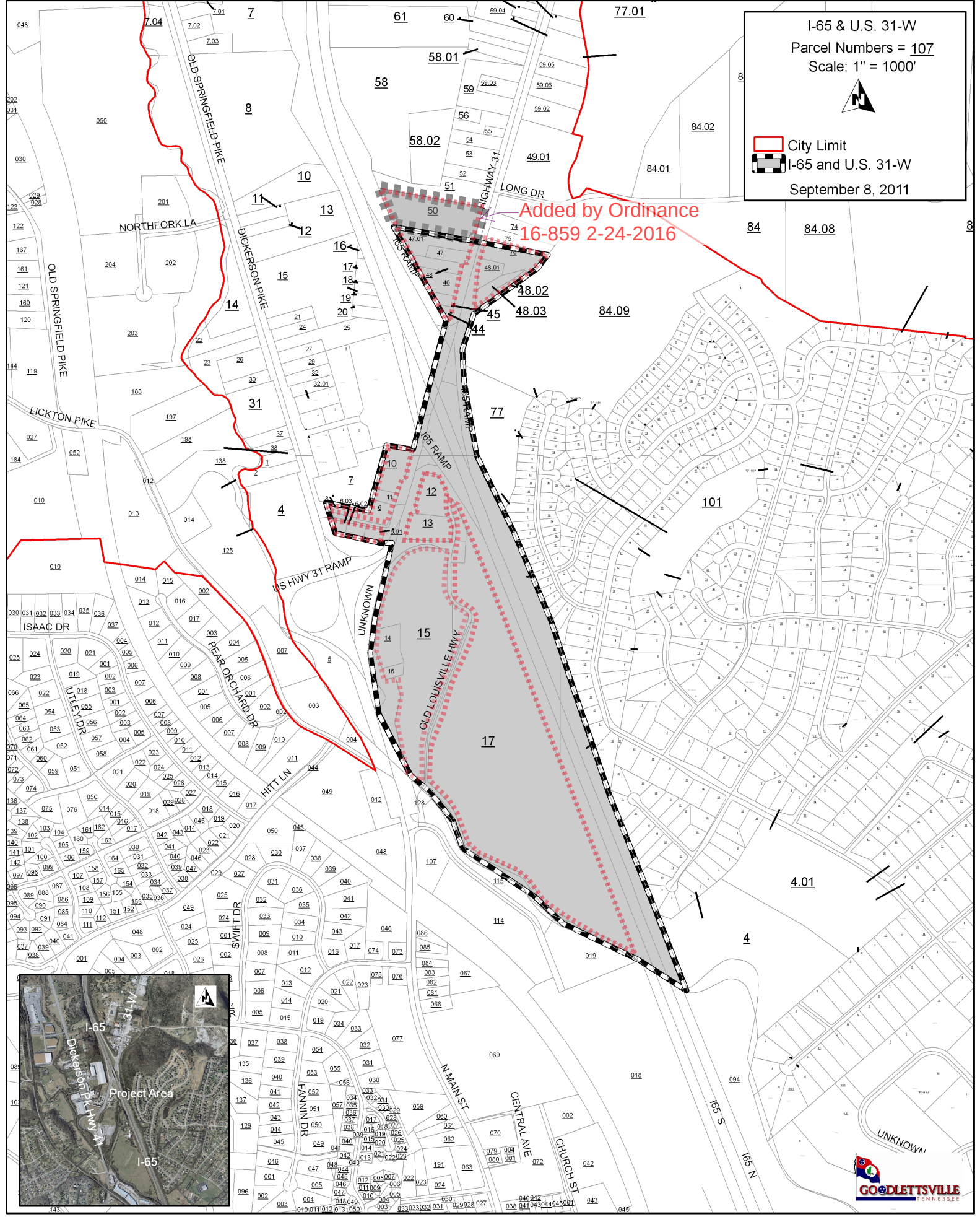
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

INTERSTATE SIGN AREA-RED





I-65 & U.S. 31-W
Parcel Numbers = 107
Scale: 1" = 1000'

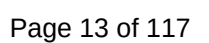


 City Limit
 I-65 and U.S. 31-W
September 8, 2011

Added by Ordinance
16-859 2-24-2016



MALL SIGN AREA – YELLOW/ INTERSTATE SIGN AREA-RED



I-65 @ LONG HOLLOW PIKE

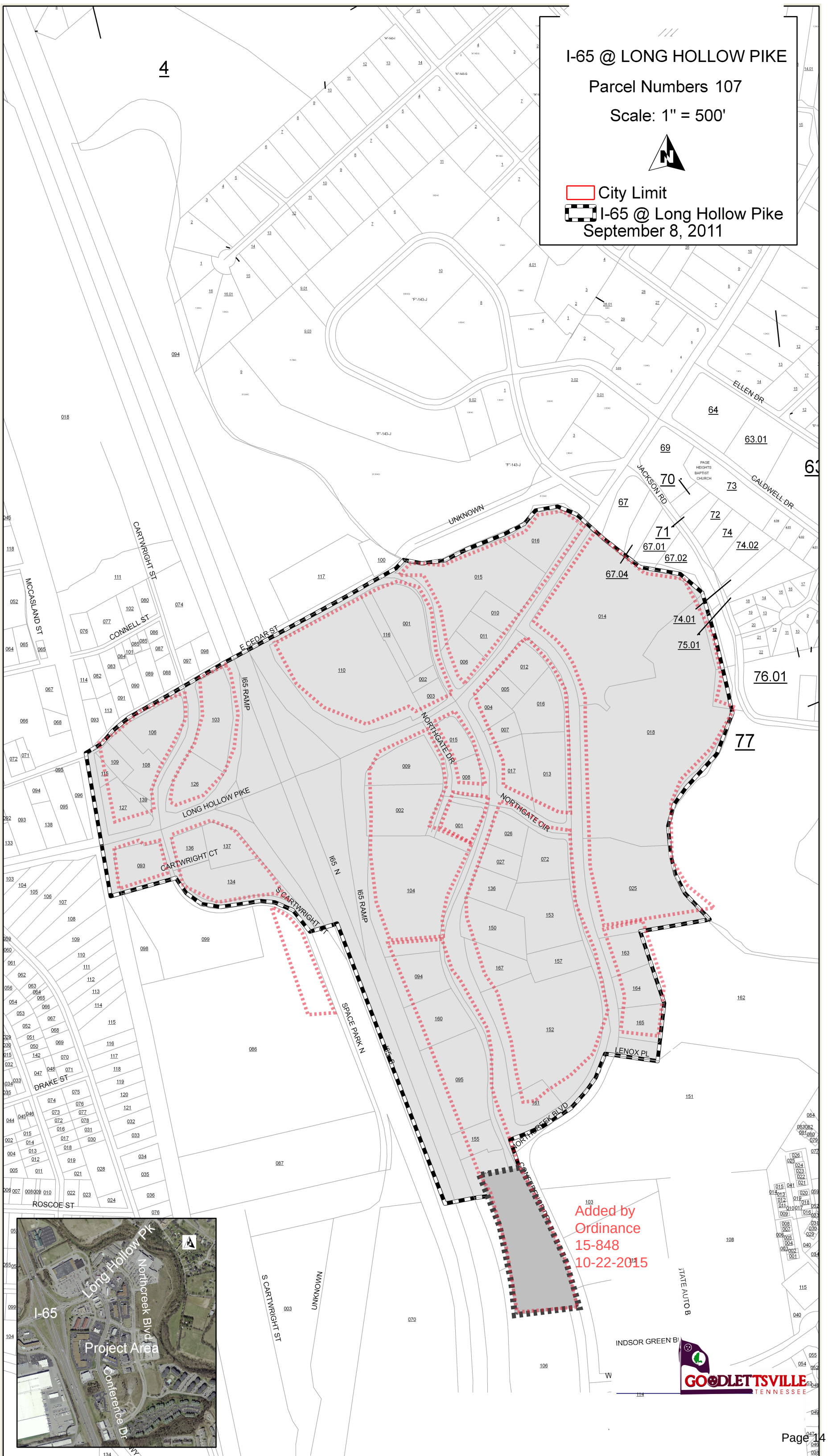
Parcel Numbers 107

Scale: 1" = 500'

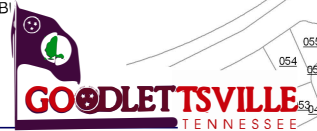


 City Limit

 I-65 @ Long Hollow Pike
September 8, 2011



Added by
Ordinance
15-848
10-22-2015





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 22-1048 An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, Asst. City Manager	Agenda Item: Ordinance 22-1048 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Julie High Cost of Item: See Financial Summary
--	--

AGENDA ITEM ATTACHMENTS:

Ordinance 22-1048

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040.

FINANCIAL SUMMARY:

ARPA Fund Balance (\$2,327,000)

General Fund -

Public Works Capital Outlay	Paving Conference Drive	\$770,000
Fire Capital Outlay	Fire Truck	\$800,000
Parks Capital Outlay	Shelter Peay Park and Fencing	\$348,000
Public Works Capital Outlay	Message Boards	\$ 34,000
Police Capital Outlay	License Plate Readers	\$125,000
Parks Capital Outlay	Shade Structures (Moss Wright)	\$ 75,000
Parks Capital Outlay	Feasibility Study-Indoor Aquatics	\$ 50,000

Tourism Fund

Tourism Capital Outlay	Bowen-Event Flooring	\$125,000
------------------------	----------------------	-----------

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1048.

ORDINANCE NO. 22-1048

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2022-2023 BUDGET, PASSED BY ORDINANCE # 22-1040

WHEREAS, the City of Goodlettsville adopted the fiscal year 2022-2023 budget by passage of Ordinance #22-1040 on May 12, 2022; and

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

WHEREAS, the City of Goodlettsville received funds in the amount of \$2,492,096 through the American Rescue Plan Act of 2021 (ARPA) under the Coronavirus Local Fiscal Recovery Fund in November 2021; and

WHEREAS, the City will receive the second tranche of ARPA funding in November of 2022; and

WHEREAS, the Board of Commissioners of the City of Goodlettsville approved Resolution 22-1073 designating the use of funds in Tranche 1 of the American Rescue Plan Act of 2021 for various public projects and purposes.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2022-2023 BUDGET AS FOLLOWS:

ARPA Fund Balance (\$2,327,000)

General Fund -

Public Works Capital Outlay	Paving Conference Drive	\$770,000
Fire Capital Outlay	Fire Truck	\$800,000
Parks Capital Outlay	Shelter Peay Park and Fencing	\$348,000
Public Works Capital Outlay	Message Boards	\$ 34,000
Police Capital Outlay	License Plate Readers	\$125,000
Parks Capital Outlay	Shade Structures (Moss Wright)	\$ 75,000
Parks Capital Outlay	Feasibility Study-Indoor Aquatics	\$ 50,000

Tourism Fund

Tourism Capital Outlay	Bowen-Event Flooring	\$125,000
------------------------	----------------------	-----------

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

Mayor Rusty Tinnin

Passed first reading:_____

City Recorder

Passed second reading:_____

Approved as to form and legality.

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1049</u> An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, Asst. City Manager	Agenda Item: Ordinance 22-1049 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Julie High Cost of Item: See Financial Summary
--	---

AGENDA ITEM ATTACHMENTS:

Ordinance 22-1049

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040.

FINANCIAL SUMMARY:

Tourism Fund Grant Revenue (increase)		(\$35,000)
Tourism Fund Marketing Expenditures (increase)	\$35,000	
<i>(State of Tennessee Tourism Marketing Grant)</i>		
General Fund Grant Revenue (increase)		(\$25,000)
Parks and Recreation Maintenance (increase)	\$25,000	
<i>(Boyd Foundation Dog Park Grant)</i>		
Stormwater Fund Balance (decrease)		(-\$325,000)
Stormwater Capital Project (increase)	\$325,000	
<i>(Capital Project Deferred from FY21/22)</i>		

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1049.

ORDINANCE NO. 22-1049

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2022-2023 BUDGET, PASSED BY ORDINANCE # 22-1040

WHEREAS, the City of Goodlettsville adopted the fiscal year 2022-2023 budget by passage of Ordinance #22-1040 on May 12, 2022; and

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

WHEREAS, the City has received a marketing grant from the Tennessee Department of Tourist Development; and

WHEREAS, the City has received a 2022 Dog Park Dash Grant from the Boyd Foundation; and

WHEREAS, the City has a need to make certain improvements to stormwater infrastructure.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2022-2023 BUDGET AS FOLLOWS:

Tourism Fund Grant Revenue (increase)		(\$35,000)
Tourism Fund Marketing Expenditures (increase)	\$35,000	
General Fund Grant Revenue (increase)		(\$25,000)
Parks and Recreation Maintenance (increase)	\$25,000	
Stormwater Fund balance (decrease)		(\$325,000)
Stormwater Capital Improvements (increase)	\$325,000	

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

Mayor Rusty Tinnin

Passed first reading:_____

City Recorder
Approved as to form and legality.

Passed second reading:_____

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 22-1076 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 22-1076 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Tim Ellis Cost of Item: Positive Impact
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 22-1076

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 22-1076.

RESOLUTION NO. 22-1076

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

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

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

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

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

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

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

MAYOR RUSTY TINNIN

Adopted: September 8, 2022

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 22-1076)

1 K & K Message Board (Solar)

Tires from vehicles no longer in service

8 Mopar 5 lug wheels
2 Ford 5 Lug wheels
4 225-60-18 Studded snow tires with wheels
1 135-90-15 Spare Tire and wheel
8 235-55-17 Studded snow tires on ford 5 lug wheels
2 225-60-16 Tires and wheels
2 215-85-16 Goodyear Tires (Load Range E)
2 235-55-17 Tires on Ford 5 lug wheels
2 225-60-16 Tires on 5 Lug wheels
1 235-75-17 Goodyear Tire
1 265-70-17 Goodyear Tire
1 215-85-16 Goodyear Tire
1 245-75-17 Goodyear Tire

Zero Client computer boxes from dispatch (previous Sumner County computers)

Dell Zero Client Model # 292E Service Tag # 9TFQPF2

Dell Zero Client Model # 292E Service Tag # 9XFQPF2

Dell Zero Client Model # 292E Service Tag # JTFQPF2

1 Television
10 Pink rolling chairs
2 U-Shaped oak desks
1 Oak credenza
2 Pink and green chairs (no wheels)
1 White metal four drawer filing cabinet
1 Nine drawer 6ft oak desk
1 Cherry bookshelf
2 Oak bookshelves
1 Small table
1 Desk chair
2 Junior desks with keyboard tray
1 Cherry desk
11 Pictures of framed artwork

Lot of NEC desk phones

GOODLETTSVILLE POLICE DEPARTMENT**Unclaimed Property Surplus****8/25/2022**

GPD #	ITEM DESCRIPTION
2018-23395	Firearm
2018-40048	Firearm
2020-02344	Firearm
2020-18984	Firearm
2020-31511	Firearm
2020-32733	Shell casings
2020-35549	ID card
2020-00747	Drivers license
2021-04842A	Drivers license, ID's, license plate
2021-08020	Wallet w/contents
2021-09628	Firearm
2021-09893	Firearm
2021-14240	Firearm
2021-15039	TN plate
2021-17884	Set of keys
2021-19164	BB gun
2021-25261	Shell casings
2021-25890	Debit card
2021-25890	Debit card
2021-25890	Air pods
2021-26763	Firearm
2021-28006	Firearm
2021-29353	Firearm
2021-29492	Debit card
2021-29492	Debit card
2021-31489	Wallet with contents
2021-31624	Voter registration card
2021-32352	Black duffle bag
2021-33965	Dewalt cold chisel, laser pointer
2021-34428	Duffle bag w/contents
2021-34943	TLC cell phone
2021-35101	Firearm

GOODLETTSVILLE POLICE DEPARTMENT**Unclaimed Property Surplus****8/25/2022**

GPD #	ITEM DESCRIPTION
2021-35205	Knives, blue gloves
2021-36282	Backpack w/contents, jacket, purse, notebook
2022-00296	Firearm
2022-00667	Firearm
2022-00894	Blue backpack w/contents
2022-01536	Red bag w/contents, green bag w/contents
2022-01647	DeWalt impact driver, Lexus key
2022-01903	Cell phone



AGENDA SUMMARY SHEET

Board of Commissioners

<u>SUBJECT TITLE:</u> Resolution 22-1077 A RESOLUTION TO AMEND A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS IT RELATES TO PROJECT NUMBER 120327.00 - CONFERENCE DRIVE ENHANCEMENTS. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1077 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Tim Ellis Cost of Item: N/A
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 22-1077

SUMMARY STATEMENT:

A resolution amending a contract between the City of Goodlettsville and the State of Tennessee Department of Transportation, by extending the expiration date of the contract as it relates to project number 120327.00 – Conference Drive Enhancements.

This amendment would extend the contract to 12/31/2022. This will allow contractor to replant during TDOT's planting season and should allow enough time for project closeout.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1077.

RESOLUTION NO. 22-1077

A RESOLUTION TO AMEND A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS IT RELATES TO PROJECT NUMBER 120327.00 - CONFERENCE DRIVE ENHANCEMENTS.

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE AFOREMENTIONED CONTRACT EXTENSION IS HEREBY APPROVED.

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

MAYOR RUSTY TINNIN

Adopted: _____

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

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, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

August 23, 2022

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

Re: Conference Drive, From SR-174 (Long Hollow Pike) to SR-6 (Gallatin Pike)
City of Goodlettsville, Davidson County
PIN:120327.00
Federal Project Number: STP-M-4451(2)
State Project Number: 19LPLM-F3-114
Agreement Number: 140053

Dear Mayor Tinnin:

I am attaching an amendment to the original contract. The amendment extends the expiration date. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or [Simchah Edwards@tn.gov](mailto:Simchah.Edwards@tn.gov).

Sincerely,

Kimery Grant
Transportation Manager 2

Attachment

Amendment Number: 5

Agreement Number: 140053

Project Identification Number: 120327.00

Federal Project Number: STP-M-4451(2)

State Project Number: 19LPLM-F3-114

THIS AGREEMENT AMENDMENT is 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 among the parties of their respective obligations related to the management of the project described as:

"Conference Drive, From SR-174 (Long Hollow Pike) to SR-6 (Gallatin Pike)"

1. The language of Agreement # 140053 dated July 28, 2021 Section B. 2 a) is hereby deleted in its entirety.
2. The following is added as B. 2 a) .

B. 2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2022**. If the Agency does not complete the herein described phases of the Project within this 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. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

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:

Email: tinninr@yahoo.com

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: rfreeman@freemanbracey.com

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

Signature:

Email: jeff.c.jones@tn.gov



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 22-1078 A RESOLUTION TO RESCIND RESOLUTION 22-1051 AS IT RELATES TO THE CITY OF GOODLETTSVILLE ASSUMING AUTHORITY OVER CERTAIN WASTEWATER UTILITY TERRITORY OUTSIDE THE CORPORATE LIMITS. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1078 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Tim Ellis Cost of Item: NONE
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 22-1078
Resolution 22-1051

SUMMARY STATEMENT:

A RESOLUTION TO RESCIND RESOLUTION 22-1051 AS IT RELATES TO THE CITY OF GOODLETTSVILLE ASSUMING AUTHORITY OVER CERTAIN WASTEWATER UTILITY TERRITORY OUTSIDE THE CORPORATE LIMITS

After being requested to assume authority over certain territory outside of the corporate limits of the City of Goodlettsville, Metro Water Services at the last moment made a request that the City of Goodlettsville surrender territory of a similar amount of customers within our current territory and within our corporate boundaries. I informed them that I could not make such a recommendation to the BOC. This last minute stipulation came from their Finance Department not the individuals that we had been working with on the matter.

FINANCIAL SUMMARY:

NONE

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1078.

RESOLUTION 22-1078

A RESOLUTION TO RESCIND RESOLUTION 22-1051 AS IT RELATES TO THE CITY OF GOODLETTSVILLE ASSUMING AUTHORITY OVER CERTAIN WASTEWATER UTILITY TERRITORY OUTSIDE THE CORPORATE LIMITS

Whereas, the City of Goodlettsville Board of Commissioners adopted Resolution 22-1051 on July 14, 2022; and

Whereas, Resolution 22-1051 authorized the City of Goodlettsville to provide sewer service outside of its corporate limits; and

Whereas, the Metropolitan Water Services has made specific request that makes the assuming of authority of said wastewater territory not in the best interest of the City of Goodlettsville.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT RESOLUTION 22-1051 IS HEREBY RESCINDED.

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

Passed this 8th day of September, 2022

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

RESOLUTION 22-1051

RESOLUTION 22-1051

A RESOLUTION APPROVING AN AGREEMENT BETWEEN CITY OF GOODLETTSVILLE AND METROPOLITAN NASHVILLE DAVIDSON COUNTY, TENNESSEE.

WHEREAS, the City of Goodlettsville, Tennessee District ("City") owns, maintains, and operates a system for the wastewater collection for customers in its service territory and this area includes parts of Davidson, and Sumner County, Tennessee; and

WHEREAS, the Metropolitan Nashville Davidson County, Tennessee ("Metro") owns, maintains, and operates a system for the treatment of wastewater near the city of Goodlettsville; and

WHEREAS, the City and Metro have a long history of mutually beneficial cooperation in providing wastewater collection and treatment services to respective customers, through various agreements, contracts, coordination, mutual operation of interconnected wastewater lines; and

WHEREAS, the City and Metro currently has an existing contract in which Metro provides wastewater treatment services on a fee basis for the City; and

WHEREAS, the parties' previous intergovernmental agreement expired on its own terms in 2014; and

WHEREAS, there is certain territory outside of the corporate limits of the City, within the current Metro service territory that creates certain issues in regards to providing wastewater services; and

WHEREAS, Metro desires to surrender such territory to the City for the fact of its easy collection and transmission of wastewater capabilities; and

WHEREAS, it would serve as a benefit to the City of Goodlettsville to possess this wastewater territory within its system.

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

Section 1. The City of Goodlettsville accepts from Metropolitan Nashville Davidson County certain wastewater service territory within its own wastewater system as indicated in Exhibit Number 1 of this resolution.

Section 2. That the City Manager is hereby authorized by to execute any and all documents necessary for this change in wastewater collection territory to occur as it relates to this matter.

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

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

Section 5. This resolution shall take effect immediately upon passage, the welfare of the Citizens of Goodlettsville requiring it.



MAYOR RUSTY TINNIN

Adopted: July 14, 2022



CITY RECORDER

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 22-1079 A RESOLUTION TO APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW FIRE ENGINE <u>PRESENTED BY:</u> Tim Ellis, City Manager Ken Reeves, Fire Chief	Agenda Item: Resolution 22-1079 Dept. of Origin: Fire For Agenda of: September 8, 2022 Originator: Tim Ellis Cost of Item: \$740,000.00 Engine \$ 61,000.00 Equipment TOTAL \$800,000.00
---	--

AGENDA ITEM ATTACHMENTS:

Resolution 22-1079
Summary of Cost
Schematic of Fire Engine

SUMMARY STATEMENT:

A RESOLUTION TO APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW FIRE ENGINE WITH PERTINENT EQUIPMENT

FINANCIAL SUMMARY:

\$800,000.00 – funds derived from lost revenues claim of the American Rescue Plan Act and approved by Resolution

\$740,000.00 Fire Engine
\$ 61,000.00 Equipment

\$800,000.00 TOTAL

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1079

RESOLUTION NO. 22-1079

A RESOLUTION TO APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW FIRE ENGINE

WHEREAS, the City of Goodlettsville is currently in need of a new fire engine for use by the fire department; and

WHEREAS, the City of Goodlettsville has evaluated all vehicles from the list of vendors that provide such equipment by cooperative purchase contracts; and

WHEREAS, it has been determined that Rosenbauer South Dakota, LLC. possesses the best vehicle at a cost of \$740,000.00, having met all required specifications; and

WHEREAS, there will be a need to purchase equipment for the new truck at a cost not to exceed \$61,000.00.

NOW, THEREFORE, BE IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW FIRE ENGINE WITH ALL PERTINENT EQUIPMENT AT A TOTAL COST NOT TO EXCEED \$800,000.00.

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

MAYOR RUSTY TINNIN

Passed: _____
DATE

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____

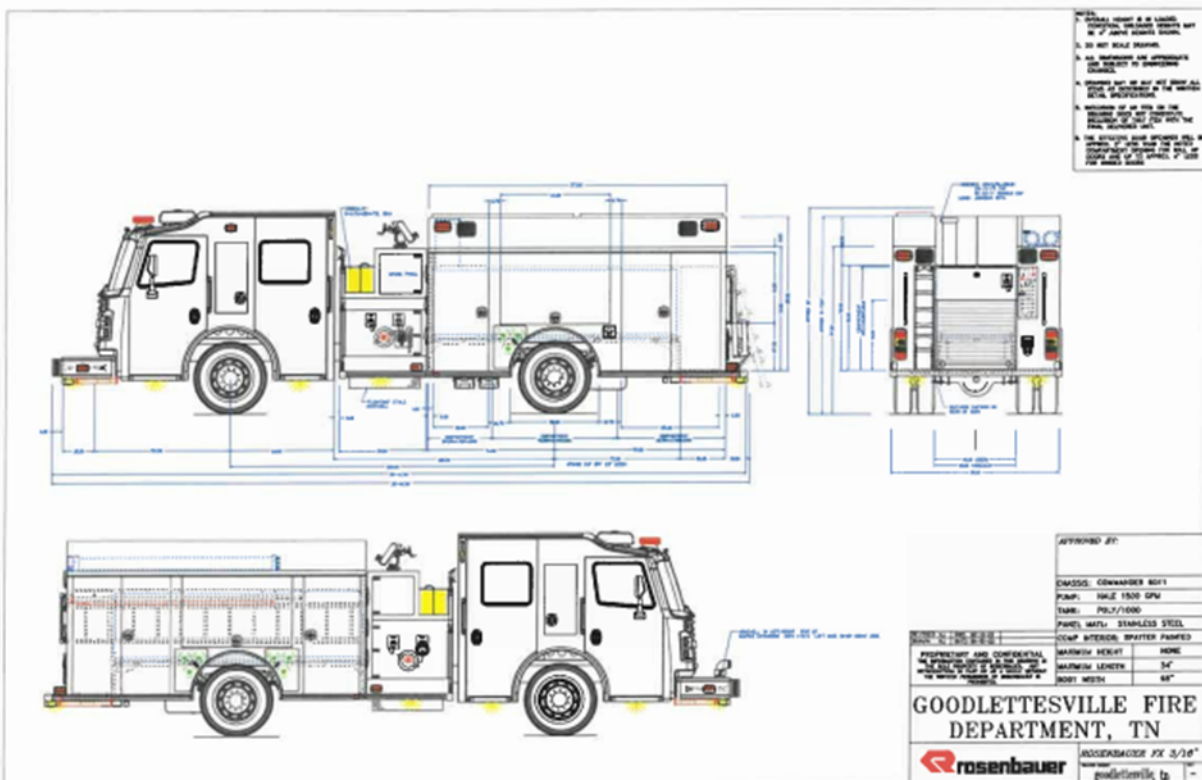
Engine/Pumper 41-7			
	Amount	Cost per	Total
Hose:			0
25 ft. Soft Suction			0
1.75" Preconnect	20	205	4100
2.5"	10	250	2500
Supply 4"	15	605	9075
Nozzles:			0
Combination Nozzle 2.5"	2	800	1600
Combination Nozzle 1.5"	4	800	3200
Blitz Fire	1	4000	4000
Threaded Couplings:			0
Double Male 2.5"	2	25	50
Double Female 2.5"	2	25	50
Storz Couplings:			0
2.5" Male to Storz	1	110	110
4.5 Steamer to Storz	2	215	430
2.5" Female to Storz	1	110	110
6" to 4" ball valve	2	2200	4400
Gated Valves:			0
2.5" Hydrant Gate Valve	4	650	2600
2.5" to 1.5" Gated Wye	2	390	780
6 ft Plaster Pole	1	150	150
8 ft. Pike Pole	1	100	100
6 ft New York Hook	2	150	300
Axes and Wrenches:			0
Flat Head Axe	2		0
Pick Head Axe	2		0
Davidson Hydrant Wrench	1		0
Spanner Wrench	4		0
Extinguisher:			0
2.5 Gallon Water Can	1	150	150
Misc. Tools and Appliances:			0
Rubber Mallet	1	20	20
Hose Jacket	1		0
Hose Clamp	1	100	100
Misc. Tools and Appliances:			0
Battery Fan	2	4200	8400
Hand Light- Vulcan 180	4		0
Traffic Cones	5	20	100
Push Broom	2	10	20
Scoop Shovel	2	25	50
K-12 Rescue Saw	1	2000	2000
K-12 Blades	2	200	400
K6	1	850	850
Chain Saw	1	450	450

Engine
Sourcewell price
737,094.00

Loose Equipment
60,135.00

Total
797,229.00

Battery Blower	1	220	220
Pro Pack	1	1000	1000
2lb. Mini Sledge	1	20	20
Pro Bar	2	300	600
Large Bolt Cutters	1	80	80
Small Bolt Cutters	1	40	40
Flares- Hockey Puck Style	1	20	20
AED (fully Charged)	1	3000	3000
Hydraulic Tools and ACC.			0
E Tool Set	0	38000	0
Rescue Jack Stabilizer	2	1700	3400
Tool Box w/Asst. Tools	1	350	350
Vehicle Lock Out Kit	1	110	110
4 Gas Monitor	2	1300	2600
Single Gas Monitor	4	650	2600
		Total	60135





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 22-1080 A resolution recognizing Mr. Jim Hitt for his 30 years of exemplary service to the citizens of Goodlettsville, Tennessee. <u>PRESENTED BY:</u> Mayor Rusty Tinnin	Agenda Item: Resolution 22-1080 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Mayor Rusty Tinnin Cost of Item: N/A
---	--

AGENDA ITEM ATTACHMENTS:

Resolution 22-1080

SUMMARY STATEMENT:

A resolution recognizing Mr. Jim Hitt for his 30 years of exemplary service to the citizens of Goodlettsville, Tennessee.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Mayor Tinnin recommends approval of Resolution 22-1080.

RESOLUTION NO. 22-1080

**A RESOLUTION RECOGNIZING
MR. JIM HITT
FOR HIS 30 YEARS OF EXEMPLARY SERVICE TO THE
CITIZENS OF GOODLETTSVILLE, TENNESSEE**

WHEREAS, Mr. Jim Hitt, is a long-time resident of the City of Goodlettsville and a staple of the Goodlettsville community; and

WHEREAS, Mr. Jim Hitt was first appointed to the Construction Board of Appeals for the City of Goodlettsville, Tennessee in 1992; and

WHEREAS, Mr. Jim Hit was later appointed to the Planning and Zoning Board of the City of Goodlettsville, Tennessee in 1995, where he served through 2021; and

WHEREAS, Mr. Jim Hitt's knowledge and experience, while serving on said boards, were proven to be invaluable to the City of Goodlettsville, Tennessee; and

WHEREAS, Mr. Jim Hitt loyally and tirelessly served the citizens of Goodlettsville in an exemplary manner for 30 years and has contributed significantly in making Goodlettsville a Great Place to Live, Work and Play.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT MR. JIM HITT IS RECOGNIZED FOR HIS EXEMPLARY SERVICE TO THE CITIZENS OF THE CITY OF GOODLETTSVILLE FOR OVER 30 YEARS.

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

Passed this 8TH day of September, 2022.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 22-1081 A resolution of the City of Goodlettsville Board of Commissioners authorizing the City of Goodlettsville Traffic Calming Policy. <u>PRESENTED BY:</u> City Manager Tim Ellis	Agenda Item: Resolution 22-1081 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Tim Ellis Cost of Item: N/A
--	---

AGENDA ITEM ATTACHMENTS:

Resolution 22-1081
Traffic Calming Policy

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commissioners authorizing the City of Goodlettsville Traffic Calming Policy.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1081.

RESOLUTION 22-1081

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AUTHORIZING THE CITY OF GOODLETTSVILLE TRAFFIC CALMING POLICY.

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

WHEREAS, the City of Goodlettsville has requested that staff create a traffic calming policy for use and adoption; and

WHEREAS, such a policy has been created for consideration by the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE ADOPTION OF THE CITY TRAFFIC CALMING POLICY IS HEREBY ADOPTED AND IS ATTACHED HERETO AS EXHIBIT I.

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

ADOPTED, this 8th day of September, 2022.

Mayor Rusty Tinnin

Attest:

City Recorder

APPROVED AS TO FORM AND LEGALITY

City Attorney

CITY OF GOODLETTSVILLE TRAFFIC CALMING POLICY

GENERAL: The Traffic Calming Policy for residential streets represents a commitment by the City of Goodlettsville to promote and maintain the safety and livability of the City's residential neighborhoods. The policy provides a process for identifying, analyzing, prioritizing, and addressing undesirable traffic conditions related to excessive speed or traffic volume in residential neighborhoods. By conducting the appropriate traffic studies and by encouraging the involvement of the affected residents, the Department of Public Works can determine the type of traffic problems occurring on a particular street. Using the scoring system detailed in the policy and resident feedback, streets will be categorized for the appropriate action and projects can be prioritized for funding based on the severity of the problem.

This policy does not apply to temporary traffic control measures used for construction maintenance of traffic, emergency traffic control, or for traffic control during Special Events.

This policy applies to Goodlettsville roadways only. The policy does not apply to any State Highways.

This policy is not intended to prohibit the installation of traffic calming measures on a residential street if the existence of business along the street exists. However, no more than 15% of the properties along subject street shall be commercial.

GOALS: The goals of the Traffic Calming Policy are:

1. Improve neighborhood livability by reducing vehicle speeds and traffic volume to appropriate limits.
2. Maintain the safe and efficient movement of vehicles, pedestrians, and bicycles.
3. Preserve the safety and fast response times of emergency vehicles.
4. Encourage and promote citizen involvement in traffic safety.
5. Make efficient use of city resources by accurately identifying streets with traffic safety issues and prioritizing corrective actions based on the severity of the problem.

MEASURES: The following traffic calming and safety measures are classified into three categories each progressively more restrictive to motorists and emergency vehicles using the street.

Non-Physical Measures are education, enforcement, special signage and special pavement markings. They have no impact on emergency response times. These measures can be implemented quickly with little to no budget impacts. Non-physical measures do not require a traffic engineering study or any minimum points score. Resident input and consensus are encouraged prior to implementation but is not required and a public hearing is not required.

Typical non-physical measures include:

- Targeted enforcement
- Speed display signs
- Additional speed limit sign
- Additional marked crosswalk

- Restriping intersections
- Restriping streets to create narrower travel lanes
- Appropriate warning signs for pedestrians, playgrounds, bicycles, curves, etc.
- Parking changes to improve sight lanes

Passive Physical Measures are permanent physical changes to the roadway which encourage vehicles to reduce speeds by altering the driver's perception of the appropriate safe speed of travel. Passive physical measures do not force a vehicle to slow down or re-route and therefore do not increase emergency response times. Streets should score a minimum of **21 points** for passive physical measures to be considered.

Typical passive physical measures include:

- Rumble strips
- Bump-outs/Chokers
- Raised intersections
- Intersection re-alignments
- Entrance treatments
- Wider sidewalks
- Medians

Active Physical Measures are permanent physical changes to the roadway which either require a vehicle to significantly reduce speed to safely traverse the measure, change the existing established traffic pattern of the street, or re-route vehicles off the street. These measures will increase emergency response times. Streets shall score a minimum of **41 points** for active physical measures to be considered.

Association Board of Directors (where applicable), is required for implementation of active physical measures. The written approval from at least 75% of the residents bordering the street segment should be obtained prior to installation of any active physical measure.

If the street segment is located on a primary response route, active physical measures will only be considered after the implementation of non-physical and passive physical measures have been completed AND post implementation traffic studies continue to reflect a score of more than **41 points**.

An 85th percentile speed greater than 10 mph above posted speed limit is also required for installation of speed tables on a primary public safety response route. Any proposed active measure(s) located on a primary response route must be reviewed by the City Manager, Police Chief, Fire Chief, and Public Works Director.

Typical active physical measures include:

- Roundabouts
- Speed tables (min 22' long and max 4" high)
- Speed humps (min 12' long and max 4" high alleys only)
- Raised crosswalks
- Turn prohibitions

- One-way street conversions
- Street closures
- Street diverters

Measures not approved for traffic calming: Some often requested traffic calming measures can pose safety hazards, increase collisions, create legal liabilities, can actually increase vehicle speeds or have simply been shown to not be effective. Therefore, these measures shall not be considered for installation on any city street or alley:

- Stop signs used for speed control
- Multi-way stop signs not meeting the warrants established in the Manual on Uniform Traffic Control Devices (MUTCD)
- Speed bumps or any similar vertical obstructions not conforming to standards
- Unwarranted warning signs including “Slow Children at Play”
- Warning or regulatory signs not recognized in the MUTCD
- Any proprietary device not approved by the Tennessee Department of Transportation and the Federal Highway Administration for use in the roadway

SCORING SYSTEM: Streets will be scored based on the following five criteria with a total possible score of 100; 85th percentile speed, average daily traffic, 5-year accident history, estimated non-local traffic, and the proximity of heavy pedestrian generation features.

In order to be considered for scoring evaluation, a street or street segment must be at least 1,000 feet long, have a posted speed limit of 35 mph or less, and must be fronted by residential properties only.

Requests for a traffic calming evaluation must be submitted in writing to the Office of the City Manager. Requests may be made by individual citizens with a residence on the street in question, the neighborhood or community association, or an elected official. Upon receipt of the request, the Public Works Department will evaluate the street segment and, if appropriate based on the above minimum requirements, will schedule a traffic speed and volume study.

Any traffic calming measure(s) located on a primary public safety response route must be reviewed by the City Manager, Police Chief, Fire Chief and Public Works Director.

Upon completion of the study, points will be awarded based on the criteria set forth below to determine what measures are warranted.

85th Percentile Speed: The 85th percentile speed will be determined based on data collected for a full week along the street segment. Points will be awarded based on the value of the percentile speed compared to the posted speed limit as follows:

- <5 mph above posted – 0 points
- 5-10 mph above posted – 10 points
- 11-15 mph above posted – 15 points
- >15 mph above posted – 25 points

Average Daily Traffic Volume: The average daily traffic volume for the street segment will be determined based on data collected for a minimum of one full week. Points will be awarded as follows:

- <1,000 vehicles per day (VPD) – 0 points
- 1,000-2,500 VPD – 5 points
- 2,501-3,500 VPD – 10 points
- 3,501-5,000 VPD – 15 points
- >5,000 VPD – 25 points

Accident History: Accident data along the street segment for the previous 5 years will be obtained from the Police Department and analyzed. The average number of accidents per year will be calculated excluding non-preventable accidents such as minor “fender benders” occurring during parking, backing into unmoving cars or objects, etc. Points will be awarded as follows:

- <1 avg accident per year (AAY) – 0 points
- 1-3.5 AAY – 5 points
- 3.5-5 AAY – 15 points
- >5 AAY – 25 points

Non-local Traffic: will be estimated based on the street connections. Points will be awarded as follows:

- Street provides access within the neighborhood only – 0 points
- Street terminates at a signalized intersection with a State Highway – 10 points
- Street provides direct access to commercial properties through a residential segment – 15 points
- Street connects 2 or more State Highways – 20 points

Major Pedestrian Generator: 5 points will be scored if there is a playground, park, bus stop or similar facility fronting the street segment in question.



AGENDA SUMMARY SHEET

Board of Commissioners City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 22-1082

A resolution authorizing the execution of an agreement between the City of Goodlettsville and Community Development Partners, LLC for the grant management of the Local Parks and Recreation fund as previously approved by Resolution 20-935.

PRESENTED BY: Tim Ellis, City Manager

Agenda Item: Resolution 22-1082

Dept. of Origin: Administration

For Agenda of: September 8, 2022

Originator: Tim Ellis

Cost of Item: \$35,000 Grant Funds

AGENDA ITEM ATTACHMENTS:

Resolution 22-1082

Contract

SUMMARY STATEMENT:

The city made an application for a 2020 LPRF grant for the construction of an all-access playground at Peay Park and staff has chosen Community Development Partners for the management of the grant as previously approved Resolution 20-935.

FINANCIAL SUMMARY:

\$35,000 – Grant Funds

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1082.

RESOLUTION No. 22-1082

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE ADMINISTRATIVE SERVICES OF COMMUNITY DEVELOPMENT PARTNERS, LLC FOR ASSISTANCE WITH THE 2020 LOCAL PARKS AND RECREATION FUND GRANT PROGRAM.

WHEREAS, the City of Goodlettsville, Tennessee has received a grant from the State of Tennessee's Local Parks and Recreation Funds (LPRF) Program; and

WHEREAS, the Board of Commissioners of the City of Goodlettsville finds it in the City's best interest to secure the assistance of an experienced and qualified professional administrative management services firm to assist in administering a recreation project under the City's 2020 Local Parks and Recreation Funds program; and

WHEREAS, in compliance with pertinent State regulations, the City has solicited and evaluated statements of qualifications of interested professional administrative assistance firms; and

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the City of Goodlettsville hereby selects Community Development Partners, LLC to provide assistance in the preparation and administration of the City's 2020 LPRF grant project as previously approved by Resolution 20-935.

SECTION 1. The City Manager is authorized to execute said agreement.

SECTION 2. If any section, clause, provision, or portion of this Resolution is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Resolution which is not itself invalid or unconstitutional.

SECTION 3. In case of conflict between this Resolution or any part thereof and the whole or part of any existing or future Resolution of the City of Goodlettsville, the most restrictive shall in all cases apply.

SECTION 4. This resolution shall take effect immediately upon passage, the welfare of the Citizens of Goodlettsville requiring it.

Mayor Rusty Tinnin

Passed: _____

City Recorder

Approved as to form and legality

City Attorney



**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
RECREATION EDUCATIONAL SERVICES**

WR Snodgrass TN Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, TN 37243
PH: 615-532-0748 FAX: 615-532-0732

**CERTIFICATION OF CONTRACTOR
REGARDING CONFLICTS OF INTEREST,
LOBBYING, NONDISCRIMINATION, PUBLIC ACCOUNTABILITY,
AND PUBLIC NOTICE**

This certification is required by the agency that has funded, in part, by: **(check one)**

- ☒ **Local Park & Recreation Fund (LPRF)** ☐ **Land & Water Conservation Fund (LWCF)**
☐ **Recreation Trail Program (RTP)** ☐ **Other** _____

The Contractor, Community Dev., by signing and submitting this Certification, acknowledges the following: This Certification will be incorporated into the Agreement executed between: City of Goodlettsville (*the Grantee*) and the Contractor.

By signing and submitting this Certification, the Contractor certifies that neither it, its principals nor affiliates has violated the following:

1. Conflicts of Interest: The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
2. Lobbying: The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

3. Nondiscrimination: The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4. Public Accountability: If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

5. Public Notice: All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
6. Records: The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

Grantee's Authorized Representative:
(USUALLY MAYOR)

Signature

Rusty Tinnin

Print Name

Mayor

Title

8/15/22

Date

CONTRACTOR: Community Development Partners

Signature

Evan Sanders

Print Name

President

Title

8/15/22

Date

CONTRACT AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT PARTNERS, LLC
AND
CITY OF GOODLETTSVILLE

THIS CONSULTING CONTRACT, entered into as of this 15th day of August, 2022 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (the "*CONSULTANT*") and the CITY OF GOODLETTSVILLE, TENNESSEE (the "*CLIENT*"). This Contract pertains to the LOCAL PARKS AND RECREATION FUND Program (LPRF).

The *CLIENT* desires to engage the *CONSULTANT* to render professional administrative consulting services (professional services) and to advise the *CLIENT* on the *CLIENT'S* compliance with funding allocated under the LOCAL PARKS AND RECREATION FUND Program; and the *CONSULTANT* agrees to provide such professional advice to the *CLIENT*. Therefore, the *CLIENT* and the *CONSULTANT* do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES FOR ADMINISTRATIVE CONSULTING ASSISTANCE

The *CONSULTANT* shall provide professional administrative services to the *CLIENT* to assist the Client in complying with the CDBG program, including, but not limited to, the activities described in Attachment A.

ARTICLE II - TIME OF PERFORMANCE

Services to be provided shall commence upon grant approval and upon execution of this Contract by both parties and will remain in effect until completion and closeout of the LOCAL PARKS AND RECREATION FUND activities unless earlier terminated in writing by either party.

ARTICLE II - SCOPE OF SERVICES

The *CONSULTANT* shall provide technical and professional assistance to the *CLIENT* in satisfactorily undertaking and completing community development activities including the above referenced LPRF Project. Services rendered by the *CONSULTANT* in support of this project shall be those described in ATTACHMENT A to this AGREEMENT.

ARTICLE III - GENERAL PROVISIONS

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

- b. **Subcontracting:** No work or services covered by this Contract shall be subcontracted without the prior approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials:** The CLIENT agrees to make available to the CONSULTANT any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the CDBG Program of the CLIENT, at no expense to the CONSULTANT.

ARTICLE IV - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the CLIENT agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE II of this Agreement). Such payment shall be due upon the presentation of periodic Invoices certifying such amounts are due and payable. The total amount to be paid under this section for services shall be Thirty Five Thousand Dollars (\$35,000.00).

ARTICLE V - TERMS AND CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the CLIENT shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONSULTANT under this Contract shall, at the option of the CLIENT become its property and the CONSULTANT shall be entitled to receive compensation for any work completed on such documents or materials or otherwise through the date of termination.
- b. **Termination for Convenience:** The CLIENT or CONSULTANT may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the CLIENT, become CLIENT's property.

If the Contract is terminated by the CLIENT as provided herein, the CONSULTANT shall be entitled to receive compensation for any work completed through the date of termination. The CONSULTANT shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract that have been incurred

by the CONSULTANT during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. Changes: The CLIENT may, periodically request changes of the CONSULTANT in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONSULTANT'S compensation, which is mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions, through a written Amendment to this document.
- d. Assignability: The CONSULTANT shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the CLIENT: provided, however, that claims for money by the CONSULTANT from the CLIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CLIENT.
- e. Confidentiality: All of the reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CLIENT, subject to applicable legal requirements.
- f. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CLIENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.
- g. Compliance with Local Laws: The CONSULTANT shall comply with applicable laws, ordinances and codes of the U.S. Government, the State of Tennessee, and the local government(s).
- h. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours, the CONSULTANT shall make records with respect to matters covered by this Contract available to the CLIENT for examination

The CONSULTANT shall retain all, documents, papers, and records which are directly pertinent to this Contract for a period of Five (5) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CLIENT.
- i. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

- j. Section 109 of the Housing and Community Development Act of 1974: No persons in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- k. Interest of Members of the CLIENT and Other Local Public Officials: No officer, member or employee of the CLIENT and no member of the local governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CLIENT shall take appropriate steps to assure compliance.
- l. Interest of the CONSULTANT: The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- m. Officials Not to Benefit: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- n. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to Contracts \$2,500 or greater):
 - 1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- o. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater):
No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.
- p. Equal Employment Opportunity/Executive Order 11246 Compliance (Applicable to Contracts of \$10,000 or Greater):

During performance of this Contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will comply with provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
2. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, fairly. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; including apprenticeship and participation in recreational and educational activities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.
3. The CONSULTANT shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the CLIENT may require.
4. The CONSULTANT agrees to comply with such rules, regulations, or guidelines as the CLIENT may issue to implement these requirements.

- q. Special Equal Opportunity Provisions (Applicable to Construction Contracts and related Subcontracts \$10,000 and under):

During the performance of this Contract, the CONSULTANT agrees as follows:

1. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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.

2. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.
- r. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:
1. The work performed under this contract is subject to the requirements of sections 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

ARTICLE VI - ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the *CLIENT*, the *CONSULTANT* shall furnish additional services which are not part of the services described on Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the *CLIENT* and the *CONSULTANT*, and written authorization from the *CLIENT* to proceed, the *CONSULTANT* will provide the additional service(s).

ARTICLE VII – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

ARTICLE VIII – MUTUAL INDEMNIFICATION

To the extent permitted by applicable law, each party (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this CONTRACT AGREEMENT on August 15, 2022.

GOODLETTSVILLE, TENNESSEE

ATTEST: _____

Title: Mayor

COMMUNITY DEVELOPMENT PARTNERS, LLC



ATTEST: 

Title: President

ATTACHMENT A

1. **CONTINUOUS PROJECT ADMINISTRATION** - The CONSULTANT will be responsible for the on-going project management of the project. The CONSULTANT shall be paid a total of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) to be invoiced periodically throughout the duration of the project based on the percentage of completion of the project. Service to be provided shall include:
 - a. Project Management
 - b. Project File Set-up
 - c. Regulatory compliance pertaining to the LPRF Project as directed by the Tennessee Department of Environment and Conservation
 - d. Preparation of pay requests
 - e. Project Close-out
2. **LOCAL COORDINATION** - The CONSULTANT shall not be responsible for the local coordination of force account or in-kind services. The CLIENT shall be responsible for the local coordination.
3. **ADDITIONAL SERVICES** - Should the CLIENT request additional services from the CONSULTANT, the CONSULTANT will charge the CLIENT at the hourly rate of the employee performing the work times a 1.4 overhead factor plus expenses.



AGENDA SUMMARY SHEET

Board of Commissioners City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 22-1083

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES FOR AN ALL-ACCESS PLAYGROUND.

PRESENTD BY: Tim Ellis City Manager

Sarah Jennings, P& R Director

Agenda Item: Resolution 22-1083

Dept. of Origin: Parks & Recreation

For Agenda of: September 8, 2022

Originator: Tim Ellis

Cost of Item: \$96,600 Grant Funds

AGENDA ITEM ATTACHMENTS:

Resolution 22-1083

Exhibit 1 - Contract

SUMMARY STATEMENT:

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES FOR AN ALL-ACCESS PLAYGROUND.

FINANCIAL SUMMARY:

\$96,600 Grant Funds

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1083

RESOLUTION NO. 22-1083

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES FOR THE CONSTRUCTION OF AN ALL-ACCESS PLAYGROUND.

WHEREAS, the City of Goodlettsville recently entered into a contract with the State of Tennessee Department of Environment and Conservation for an LPRF Grant for the Construction of an All-Access Playground; and

WHEREAS, it is required that a licensed engineer prepare plans for the project; and

WHEREAS, The City of Goodlettsville has determined that Kimley Horn and Associates to be the most qualified to perform such work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED TO BE EXECUTED:

SECTION 1. The City Manager is authorized to execute said agreement.

SECTION 2. If any section, clause, provision, or portion of this Resolution is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Resolution which is not itself invalid or unconstitutional.

SECTION 3. In case of conflict between this Resolution or any part thereof and the whole or part of any existing or future Resolution of the City of Goodlettsville, the most restrictive shall in all cases apply.

SECTION 4. This resolution shall take effect immediately upon passage, the welfare of the Citizens of Goodlettsville requiring it.

MAYOR RUSTY TINNIN

Adopted: _____

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

August 31, 2022

Mrs. Sarah Jennings, CPRP
Director of Parks & Recreation
City of Goodlettsville
200 Memorial Drive
Goodlettsville, Tennessee 37072

Re: Professional Services Agreement
Local Parks and Recreation Fund (LPRF) Grant Implementation
Rachel's Garden Playground

Dear Mrs. Jennings:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Goodlettsville ("Client") for providing design services related to the implementation of your 2020 LPRF Grant the City has been awarded by the Tennessee Department of Environment and Conservation (TDEC).

Project Understanding

The City of Goodlettsville was awarded an LPRF grant to provide a 9,200 SF +/- inclusive playground named Rachel's Garden playground in the existing open green space at Peay Park. As shown in Exhibit B Project Scope, we will design six (6) ADA compliant parking spaces, two (2) of which will be van stalls, in the western-most existing row of parking and closest to the new playground entrance. We will also design an ADA-compliant sidewalk connecting these parking spaces to the playground entrance. The City will be required to provide stamped construction drawings for these improvements to TDEC for approval in compliance with the grant funding prior to construction. The City will require the design plans to be brought before Planning Commission and will require the City's stormwater ordinance to be followed.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Coordination and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Client throughout the process.

Task 1.1 – Kickoff Meeting and Site Visit

Kimley-Horn will attend one (1) in-person kickoff meeting with staff and the grant administrator to discuss the vision and goals for the project as well as any other key issues consisting of a project schedule, identifying key stakeholders, and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes. Kimley-Horn will also visit the site

location to gather information pertinent to completing Task 3 below. Written notes and photographs will document the existing facilities.

Kimley-Horn will attend up to four (4) additional in-person meetings during the design process and grant contract to discuss updates, design progress, and other pertinent items.

Task 1.2 – Planning Commission Meeting

Kimley-Horn will attend one (1) meeting to present the project to the City's Planning Commission for approval.

Task 2 – Existing Conditions Survey

Kimley-Horn through its subcontractor will survey the area outlined in Exhibit A in order to produce an existing conditions survey for the site. This survey will consist of all visible physical assets, topographic contours at one (1) foot intervals, roadway assets, and parking lot striping. The utilities assets will consist of overhead wires, poles and guy anchors, storm drains, and manholes. Lastly, property corners will be recovered in order to produce a legal description for the notice of limitation use.

All survey data will be delivered in Tennessee State Plane 4100, NAD83, USFT using GEOID18. Vertical datum will be delivered in NAVD 88. The survey results will meet or exceed Category 1 minimum standards as defined in 0820-03-.05 Accuracy of Surveys of the Tennessee State Board of Examiners Standard of Practice.

Task 3 – Construction Plans

Task 3.1 – Playground Coordination

Kimley-Horn will coordinate with the City to select the playground vendor. Kimley-Horn will work with the playground vendor to select ASTM and IPEMA certified playground components. The playground vendor will provide the playground layout and surfacing details in AutoCAD and pdf format.

Task 3.2 – Preliminary Plans

Kimley-Horn will prepare a set of preliminary construction plans for the site design. It is anticipated this set of plans will consist of the following sheets:

- Cover Sheet – This sheet will contain relevant project/contact information.
- General Notes – This sheet will contain notes related to contractor responsibilities, and coordination requirements during construction.
- Existing Conditions / Demolition Plan – This sheet will contain limited existing conditions and demolition areas based on the topographic survey provided by the Subconsultant.
- Erosion and Sediment Control Plans (3-Phase) – These sheets will show temporary erosion control measures, consisting of tree protection fence, construction fence, silt fence, diversions, and contractor access points as necessary.
- Site Plan and Details – These sheets will contain a site plan showing the locations of the proposed renovations as well as necessary details.
- Grading and Drainage Plan – This sheet will consist of proposed contours, key spot grades,

stormwater improvements, and limits of disturbance. The project falls within the 100 year floodplain, so we will have to complete a balanced/cut fill design.

- Landscape Plan – This sheet will consist of planting design, plant material schedule, and planting details.
- Playground Plan – The Client's selected playground vendor will provide this plan and plan component details to be compliant with ASTM and IPEMA as well as TDEC requirements. Kimley-Horn will add these sheets to our plan set.

Task 3.3 – Stormwater Management Report

The Consultant will prepare a stormwater management report for on-site stormwater improvements per City requirements, which will consist of the following:

- Narrative description of proposed stormwater management system
- Hydraulic analyses of storm pipe capacity and drainage conveyance capacity
- Calculations demonstrating compliance with stormwater detention requirements
- Calculations demonstrating compliance with stormwater quality requirements based on Volume 5 of the Metro Stormwater Manual (Low Impact Development [LID])
- Drainage Maps indicating drainage areas for individual structures and hydrologic properties of inlet drainage areas

The Consultant will submit the package to the City and will make revisions to the plans and calculations based on a consolidated list of review comments provided by the Client.

Task 3.4 – Final Plans

After receiving one comprehensive list of revisions from the Client, Kimley-Horn will prepare the final construction plan sheets listed in Task 3.2 above.

Kimley-Horn will provide technical specifications as necessary for site work, site preparation, site demo, concrete, asphalt, and landscape materials.

Task 4 – Permitting

Kimley-Horn will submit the project plans to the Client and Tennessee Department of Environment and Conservation (TDEC). Kimley-Horn will submit applications for the following permits on the Client's behalf. This task will consist of coordination and comment responses for up to two (2) rounds of review comments in this contract.

- City Land Disturbance Permit
- NPDES Permit

Kimley-Horn will prepare a site-specific Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for coverage under the State of Tennessee's NPDES Construction General Permit. The SWPPP will include a three-phase erosion prevention and sediment control plan and other applicable erosion prevention and sediment control Best Management Practices (BMPs) for the site according to the Tennessee Erosion and Sediment Control Handbook. The Client will be responsible for paying all

necessary permit and application fees. Kimley-Horn will submit the NOI to the local TDEC environmental field office for review and coverage under the NPDES Construction General Permit. Kimley-Horn will address one round of comments from TDEC and resubmit plans for approval. No other TDEC or ACOE permitting is anticipated for this project and thus is not including in the base scope of services.

Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and the probability and timeframe for approvals are made solely on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of the permits will not vary from its opinions or that all issues that may impact the permitting process have been investigated.

Task 5 – Bid Phase Services

Task 5.1 – Bid Book

Kimley-Horn will prepare a bid book that will consist of request for proposals, contract documents, bid forms, and required special provisions per Client requirements. The Client will be responsible for advertising the bid.

Task 5.2 – Requests for Information (RFI)

Kimley-Horn will respond to a consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate.

Task 5.3 – Preconstruction Meeting

Kimley-Horn will conduct one (1) pre-construction meeting at a time and location determined by the Client. Kimley-Horn will prepare and distribute meeting minutes.

Task 6 – Limited Construction Administration

Task 6.1 – Construction Kickoff Meeting

Kimley-Horn will attend a construction kickoff meeting with the selected contractor and City to discuss project schedule and important items.

Task 6.2 – Grant Project Inspections

Kimley-Horn will attend up to four (4) TDEC site visits during the duration of the project. One (1) of these will be once construction is completed and TDEC checks ADA compliance and general conformance with the project scope and construction drawings.

Additional site visits beyond those listed above will be made up the Client's request but will be billed as an Additional Service and are not part of the base scope of services.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the

Contract Documents, and Consultant will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Consultant shall not have the authority to stop the Contractor's work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Grant administration services
- Additional meetings beyond those listed above
- Geotechnical studies
- Electrical, mechanical, and structural engineering
- Others as requested by the Client

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that meets the TDEC grant schedule requirements.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-6 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Coordination and Meetings	\$ 6,200
Task 2	Existing Conditions Survey	\$18,500
Task 3	Construction Plans	\$46,200
Task 4	Permitting	\$ 9,100
Task 5	Bid Phase Services	\$ 9,400

Task 6 Limited Construction Administration \$ 7,200

Total Lump Sum Fee \$96,600

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Goodlettsville.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

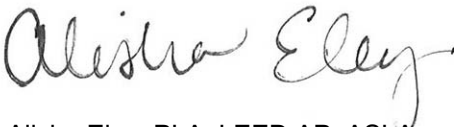
____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA, LEED AP, ASLA
Project Manager



Christopher D. Rhodes, P.E.
Vice President

CITY OF GOODLETTSVILLE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachments – Standard Provisions, Exhibit A Survey Limits, Exhibit B Grant Scope

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an

electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Exhibit A – Survey Limits

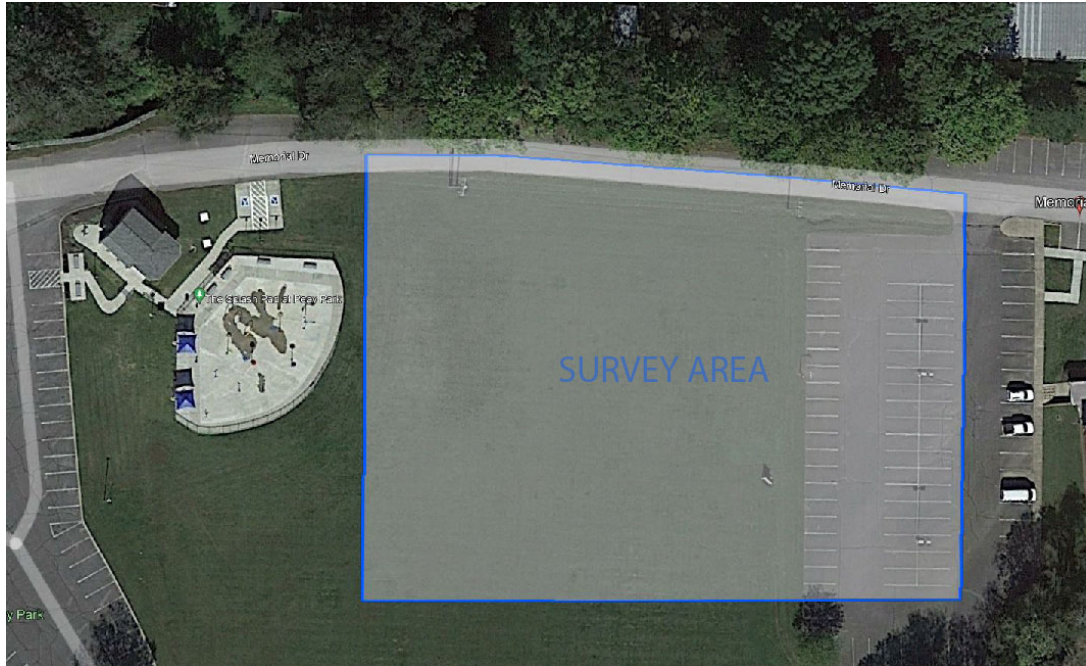


Exhibit B – Project Scope

Preliminary Site Plan

Rachel's Garden
Peay Park, Goodlettsville, TN
200 Memorial Drive
Goodlettsville, TN 37072





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 22-1084</u> A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MILLERSVILLE, TENNESSEE AS IT RELATES TO ACCEPTANCE OF A MILITARY RATED TRUCK FOR USE BY THE GOODLETTSVILLE FIRE DEPARTMENT. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1084 Dept. of Origin: Administration For Agenda of: September 8, 2022 Originator: Tim Ellis Cost of Item: N/A
--	---

AGENDA ITEM ATTACHMENTS:

Resolution 22-1084
Memorandum of Understanding

SUMMARY STATEMENT:

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MILLERSVILLE, TENNESSEE AS IT RELATES TO ACCEPTANCE OF A MILITARY RATED TRUCK FOR USE BY THE GOODLETTSVILLE FIRE DEPARTMENT.

FINANCIAL SUMMARY:

Donated

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1084.

RESOLUTION NO. 22-1084

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MILLERSVILLE, TENNESSEE AS IT RELATES TO ACCEPTANCE OF A MILITARY RATED TRUCK FOR USE BY THE GOODLETTSVILLE FIRE DEPARTMENT.

WHEREAS, The City of Goodlettsville Fire Department desires to have a high-profile military rated vehicle that could be used in water rescues; and

WHEREAS, the City of Millersville currently possesses such a vehicle that they had previously acquired through the State of Tennessee Law Enforcement Support Office (LESO); and

WHEREAS, The City of Millersville desires to donate said vehicle to the City of Goodlettsville at no cost.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT IT AUTHORIZES THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH CITY OF MILLERSVILLE, TENNESSEE AS INCLUDED AS EXHIBIT 1.

BE IT FURTHER RESOLVED THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE SAID MEMORANDUM OF UNDERTANDING.

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

Adopted: September 8, 2022

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT I

The City of Millersville

and

The City of Goodlettsville

Whereas:

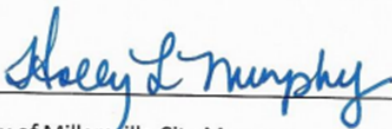
The City of Millersville is in possession of a military truck (LMTV) that we received through the LESO Program with the State of TN in 2015 and no longer have a need for this vehicle. A Resolution was presented to the Millersville Board of Commissioners for disposal of this truck, and was approved to be sold. The vehicle was placed on Gov Deals Auction and did not sell. The City Manager has the authority to dispose of unsold assets however they deem appropriate. The City of Goodlettsville Fire Department asked about taking possession of said vehicle for a Swift Water Rescue Unit. City Manager Steven J. Collie approved this means of disposal and Goodlettsville Fire was instructed to retrieve said vehicle.

VSN / USA	NL19EQ
MFG. SERIAL #	A-TO10962BDJG
MFG DATE	10/98

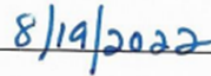
The City of Goodlettsville is interested in using the truck for its high-water fording capability and have other water equipment and trained personnel to make an effective water response platform with the vehicle for use in its response zone and with its response partners.

The City of Millersville with signatures affixed below, transfers ownership of the vehicle to the City of Goodlettsville for a cost of zero dollars.

There is no requirement to return the vehicle at the end of its service life and may be disposed of by The City of Goodlettsville through normal city processes.



City of Millersville City Manager



Date

City of Goodlettsville City Manager

Date



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville, Tennessee**

SUBJECT TITLE: RESOLUTION 22-1085

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND FOXPE, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES.

PRESENTD BY: Tim Ellis City Manager

Jeff McCormick, Director of Public Services

Agenda Item: Resolution 22-1085

Dept. of Origin: Public Works

For Agenda of: September 8, 2022

Originator: Tim Ellis

Cost of Item: \$146,100

ATTACHMENTS:

Resolution 22-1085

Exhibit 1

SUMMARY STATEMENT:

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND FOXPE, INCORPORATED AS IT RELATES TO ENGINEERING SERVICES.

FINANCIAL SUMMARY:

\$146,100

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1085

RESOLUTION NO. 22-1085

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ENGINEERING AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND FOXPE, LLC AS IT RELATES TO ENGINEERING SERVICES.

WHEREAS, the City of Goodlettsville will be performing rehabilitation project at its Mansker Creek Pump Station; and

WHEREAS, the City of Goodlettsville has advertised Request for Proposals and accepted submissions for professional engineering services for said project; and

WHEREAS, it has been determined by evaluation that FoxPE, LLC is the most qualified for performing such engineering services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT AN AGREEMENT WITH FOXPE, INCORPORATED BE EXECUTED AS FOLLOWS:

SECTION 1. Approve an execution of an engineering agreement with FoxPE, LLC, for engineering services related to the rehabilitation of the Mansker Creek Wastewater Pump Station and is attached hereto as Exhibit I.

SECTION 2. If any section, clause, provision, or portion of this Resolution is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Resolution which is not itself invalid or unconstitutional.

SECTION 3. In case of conflict between this Resolution or any part thereof and the whole or part of any existing or future Resolution of the City of Goodlettsville, the most restrictive shall in all cases apply.

SECTION 4. This resolution shall take effect immediately upon passage, the welfare of the Citizens of Goodlettsville requiring it.

MAYOR RUSTY TINNIN

Adopted: _____

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT, made and entered into as of the ____ day of September, 2022 by and between **the City of Goodlettsville, Tennessee** (hereinafter referred to as "**The City**") and **FOXPE, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee and authorized to conduct business within the State of Tennessee, (hereinafter referred to as "**Engineer**").

W I T N E S S E T H:

WHEREAS, The City from time to time requires professional Engineering services in connection with the planning, construction, operation, maintenance, management and financing of the infrastructure owned and operated by The City; and

WHEREAS, the Engineer is willing to serve as The City's professional Engineering consultant in those assignments to which this Agreement applies, and in such capacity is willing to give consultation and advice to The City during the performance of Engineer's services under the terms and conditions of this Agreement, as supplemented by a written authorization signed by The City and the Engineer (the "Authorization") for each project authorized (the "Project") under this Agreement.

NOW, THEREFORE, The City and the Engineer mutually agree as follows:

ARTICLE 1

AUTHORIZATION AND SCOPE OF WORK

1.1. The work to be performed on any Project shall be undertaken only upon the execution of an Authorization by The City and Engineer for that Project. The Authorizations for all Projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof.

1.2. The scope of work to be performed by the Engineer for any Project shall be specified on the Authorization for that Project. The Engineer shall manage the Engineer's services, consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the City. The Engineer shall coordinate its services with those services provided by the City and the City's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's consultants. The Engineer shall provide prompt written notice to the City if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.3. The Engineer may perform portions of its work under this Agreement through subcontractors; provided, however, that (i) before work is begun under any subcontract it shall be approved in writing by The City as to the form, content, cost and identity of the subcontractor; (ii) all of Engineer's contracts with his subcontractors shall be in writing, signed by both parties, and shall include the following provision: "The City is intended to be a third party beneficiary of this Agreement," and (iii) Engineer shall be responsible to City for the services furnished to Engineer by any subcontractor to the same extent as if Engineer had furnished the service itself. Engineer also agrees to coordinate, and resolve any inconsistencies its work and the work of its subcontractors. In the event of the use of a subcontract(s) it is understood that the obligations and requirements set forth in Article 6 - Service Standards and Article 7 - Insurance shall apply to the subcontractor(s). Consent to sublet, assign or otherwise dispose of any portion of the work to be performed under any Authorization shall not be construed to relieve the Engineer of

any responsibility for the fulfillment of his obligations under this Agreement.

1.4 Engineer shall provide a design which, when constructed in accordance with all drawings and specifications and other documents prepared by Engineer for the Project, will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, restrictions or requirements of record, building, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements"). Engineer shall use its best efforts to avoid incorporating into the Project design, elements that would give rise to legal or regulatory interpretation disputes and agrees to discuss in advance all such situations with City.

1.5 Engineer's opinions of probable Construction Cost (as defined below) are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. The "Construction Cost" shall mean the cost to City to construct all elements of the entire Project designed or specified by Engineer, and shall include, without limitation, contractors' general conditions costs, overhead and profit. Construction Cost does not include costs of services of Engineer or other design professionals and consultants or cost of land or rights-of-way. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that

proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

ARTICLE 2

COMPENSATION AND PAYMENT

2.1. In consideration of the services performed by the Engineer under this Agreement, The City shall pay the Engineer for its services and expenses associated with each Project as specified in the Authorization for such Project.

2.2. Unless otherwise specified in the Authorization for the Project, invoices shall be submitted by the Engineer to The City on a monthly basis in proportion to services performed, and are due and payable within thirty (30) days of receipt of same by The City.

2.3 Promptly upon receipt, City shall review Engineer's invoice. If City contests an invoice, City shall promptly advise Engineer of the specific basis for doing so. Any invoice or portion of a invoice not disputed by City shall be paid by City pursuant to the terms herein; provided, that such payment shall not act as City's waiver of any claims that may be asserted against Engineer for the performance of defective or deficient services. City shall not be required to make payment to Engineer on account of any amount disputed in good faith by City in the manner set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Engineer under this Agreement and shall bear no interest nor incur any late fees until the matter is so resolved by the parties.

2.3. Except for Projects, or portions thereof, that are to be paid on a fixed sum basis, all other work shall be reflected on certified invoices that set forth the following: The hours worked and classification for each person on the Project, total

hours worked for each classification, total labor billing and a summary of expenses and charges. Statements shall include maximum fee for that authorization, total fee billed to date and the remaining fee. Engineer shall provide with each invoice, documentation of reimbursable expenses included in the statement, together with any additional supporting documentation reasonably requested by City.

2.4. The City may, from time to time, request changes in the scope of services of the Engineer in accordance with Article 4. Such changes in the scope of work may increase or decrease the amount of the Engineer's compensation.

2.5. "Reimbursable Expenses" include the following expenses reasonably incurred by the Engineer directly related to the Project:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, and Project Web sites;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery; and
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.

Records which provide the basis for Engineer's compensation and Reimbursable Expenses relating to the Project and records of accounts between City and Engineer shall be kept on a generally recognized accounting basis. Such records shall be available for audit by City and its authorized representative during

normal business hours at Engineer's principal place of business for a period of one year following completion of the Project, upon request of the City.

ARTICLE 3

COMMENCEMENT, SCHEDULE AND COMPLETION

3.1. The Engineer is authorized to commence work under this Agreement on any particular Project upon receipt of a duly executed copy of the Authorization for such Project. The time allowed for the Engineer to complete his work for each Project shall be specified in the Authorization for the Project. Time is of the essence with this Agreement, and Engineer shall expeditiously complete tasks in accordance with the Authorization for the Project. The City is not obligated to provide the Engineer any quantity of work and does not guarantee issuance of work to the Engineer under this agreement.

3.2 Within thirty (30) days of execution of this Agreement, the Engineer shall submit for the City's approval a detailed, milestone-based schedule for the performance of the Engineer's services. The schedule shall be attached as Exhibit 1 once complete. The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or City. With the City's approval, the Engineer shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. Engineer shall promptly advise City of any problems which come to his attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of Engineer's services.

ARTICLE 4
CHANGES IN WORK

4.1. The City reserves the right, without impairing this Agreement, to order changes or alterations in the scope of each Project and the work to be performed on each Project by the Engineer. If changes or alterations ordered affect the cost of the work, the parties must agree upon an adjustment in the compensation owing to the Engineer before the Engineer begins work on the change.

ARTICLE 5
OBLIGATIONS OF THE CITY

5.1. With respect to each Project authorized under this Agreement, The City shall:

A. Collaborate with and assist the Engineer in providing information as requested by the Engineer regarding requirements for and limitations on the Project.

B. To the extent reasonably available, provide the Engineer with information which is pertinent to the Project including copies of reports, plans, designs, and other relevant materials.

C. Guarantee access to The City's right-of-way and facilities, and make all provisions for the Engineer to enter upon public and private lands as required to perform surveys and work essential to the Project.

D. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer and inform the Engineer of all decisions within a reasonable time so as not to materially delay the work of the Engineer.

E. Designate, in writing, one or more persons to act as The City's representative to coordinate the work of the Project with the Engineer.

F. Provide all legal, appraisal, title search, accounting, and independent cost estimating as may be reasonably required for the Project.

G. Give prompt written notice to the Engineer whenever the City becomes aware of any errors and omissions exist in the performance by Engineer of the work associated with the Project. Notwithstanding anything to the contrary contained in this Agreement, City's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Engineer with information as to City's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Engineer's responsibilities hereunder and with respect to such documents.

H. Furnish approvals and permits from all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the Project.

I. Provide, as reasonably necessary, appropriate personnel to accompany Engineer to The City's facilities.

ARTICLE 6

SERVICE STANDARDS

6.1. The Engineer's services shall be performed in a professional manner, using that degree of professional skill and care employed by similarly situated professional engineers licensed to practice in Tennessee, practicing under similar circumstances, and required by applicable law.

6.2. If the Engineer or its subcontractor(s) or its consultant(s) fails to meet these standards, it shall promptly cure all such deficiencies.

6.3. To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless The City, its Mayor, council members, management and employees from and against all costs (including and not limited to attorney's fees and expenses), claims, suits, actions, damages and losses (including, without limitation, injury to or death of any persons and damage to property) asserted by third parties against City to the extent arising from the negligent errors or omissions of the Engineer, even if caused in part by City. However, Engineer shall not be required to indemnify City from the consequences of City's own negligence.

6.4. All services authorized under any Authorization shall be performed under the direction of a professional Engineer registered in the State of Tennessee and qualified in the particular field.

6.5. The Engineer shall periodically request sufficient conferences with The City's representative for the Project to ensure that the work is being done by the Engineer or its subcontractor(s) or its consultant(s) in a satisfactory manner and in accordance with The City's requirements.

6.6 Engineer shall comply with applicable Laws and regulations. The Engineer shall, at appropriate times, contact the governmental authorities required to approve the plans and specifications and the entities providing utility services to the Project. In designing the Project, the Engineer shall comply with all applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Engineer shall notify City in a prompt and timely manner of any discovered discrepancies, inconsistencies or

missing information necessary to provide reasonably accurate and complete documents.

6.7 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

ARTICLE 7

INSURANCE

The Engineer shall procure and maintain for the duration of the Contract the following required insurance, with insurers financially acceptable and lawfully authorized to do business in the State of Tennessee. Such coverage shall protect Engineer against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from services performed by or on behalf of the Engineer, and those parties for whom the Engineer is liable.

7.1 **Minimum Scope of Insurance.** Engineer's insurance coverage shall include the following minimum limits and coverage:

.1 Commercial General Liability insurance on an occurrence coverage form, at least as broad as the Insurance Services Office Commercial General Liability Policy, form CG 0001, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices and Engineer liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to property damage, products and completed operations and contractual liability.

.2 Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Engineer. The coverage shall be at least as broad as the Insurance Services Office Business Automobile Policy, form CA 0001, current edition.

.3 Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis with limits not less than \$500,000.00 per accident, \$500,000.00 per disease and \$500,000.00 policy limit on disease.

.4 Professional Liability insurance covering negligent acts or omissions made by or on behalf of the Engineer in the performance of professional services. Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of Engineer services rendered to City, plus an additional period of five years after such services have been rendered to City. If the Engineer's scope of work includes environmental Engineering or consulting, the coverage required hereunder must not exclude coverage for environmental services. Engineer agrees to furnish annual proof of coverage to City during the five year period, and the coverage minimums shall not be less than those required below.

7.2 **Minimum Limits of Insurance.** The Engineer shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

.1 Commercial General Liability: \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense, personal and advertising injury liability; \$1,000,000 products and completed operations

policy aggregate and \$2,000,000 policy general aggregate applicable to lines other than products and completed operations.

.2 Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.

.4 Professional Liability: \$1,000,000 per claim, \$2,000,000 annual policy aggregate.

7.3 **Deductibles and Self-insured Retentions**. The funding of deductibles and self-insured retentions maintained by Engineer shall be the sole responsibility of Engineer. Self-insured retentions in excess of \$50,000 must be declared to and approved by City.

7.4 **Additional Provisions**. The required insurance shall contain the following additional provisions:

.1 Additional Insured - The City must be included as an additional insured under Engineer's Commercial General Liability policy as respects liability arising from work or operations performed for City by or on behalf of the Engineer.

.2 Waiver of Subrogation - The City and Engineer waive all rights against each other and any of their sub-consultants, agents, employees and representatives, for damages caused by fire or other causes of loss to the extent covered by property insurance. In addition, Engineer waives all rights of subrogation against City for claims covered by CGL and Workers' Compensation insurance. The City and Engineer shall require their sub-consultants, agents, employees and representatives to execute similar

waivers of subrogation. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

.3 Notice Of Cancellation - Each insurance policy provided by the Engineer shall be endorsed to require any of its insurer(s) to provide thirty (30) days' written notice to City by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

7.5 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by City.

7.6 **Verification of Coverage.** The Engineer shall furnish City with a certificate of insurance evidencing the required coverage prior to the delivery of services to City. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to City prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, Engineer's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications. Engineer agrees to obtain evidence of insurance coverage of all its consultants and furnish same to City prior to the execution of this Agreement. Engineer's consultants' insurance coverage shall be maintained at their expense, in amounts and through carriers' acceptable to City, whose acceptance shall not be unreasonably withheld. Engineer's consultants' shall incorporate a provision requiring

the giving of written notice to the City at least thirty (30) days prior to the cancellation or non-renewal of any such policies evidenced by return receipt of United States certified mail.

ARTICLE 8

DISPUTE RESOLUTION; TERMINATION

8.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such

matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

8.2. The City and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

8.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be

enforceable as settlement agreements in any court having jurisdiction thereof.

8.4. If the parties do not resolve a dispute through mediation pursuant to Section 8.2, the method of binding dispute resolution shall be litigation.

8.5. Either The City or the Engineer may terminate this Agreement with or without cause by giving the other party at least fifteen (15) days written notice which shall specify the date of termination. Payment to the Engineer shall be made for work completed by the Engineer through the date notice of termination is received, plus reasonable costs incurred by the Engineer in terminating its services, but City shall have no obligation to pay or reimburse Engineer for lost profits and/or unabsorbed overhead, or any other consequential or incidental damages.

ARTICLE 9

PERSONNEL MATTERS; CONFLICTS OF INTEREST

9.1. **Personnel.** The Engineer represents that he has or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with The City. All services required hereunder will be performed by the Engineer or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

9.2. **Interest of Members of The City's Staff.** No member of The City staff and no other officer, employee, or agent of The City who exercises any function or responsibility in connection with any Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9.3. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which any Project is situated and no other public official of such locality who exercises any function or responsibility in the review or approval of such Project shall have any personal interest, direct or indirect, in this Agreement.

9.4. **Future Conflicts Prohibited.** No officer, director, shareholder or partner of Engineer has any relationship with The City, which would be violative of the conflict of interest provisions of Tenn. Code Ann. Section 6-54-107 and/or 12-4-101.

ARTICLE 10

DOCUMENTS AND RECORDS

10.1. **Ownership.** All written documentation, plans, and drawings or other instruments of service relating to each Project which is prepared or obtained under the terms of this Agreement shall be the property of The City inclusive of any intangible copyright or other protectable interest. No written documentation relating to the Project shall be delivered or otherwise disclosed or made available to any third party without the prior written approval of The City.

10.2. **Reuse of Documents.** All documents furnished by the Engineer pursuant to this Agreement are instruments of his services with respect to the respective Project. They are not intended or represented to be suitable for reuse by The City or others on extensions of the Project or on any other Project. Any reuse without specific written verification or adaptation by the Engineer will be at The City's sole risk and without liability or legal exposure to the Engineer; and The City shall indemnify and hold harmless the Engineer for all claims, damage, losses, and expenses including attorney's fees, arising out of or resulting therefrom.

10.3. **Access to Records.** The Engineer shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and Generally Accepted Accounting Principles. Such records shall be available for audit by City or its authorized representative during normal business hours at Engineer's principal place of business, during the term of this Agreement and for a period of one year following completion of the Project, upon request of City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1. This Agreement shall be governed by the laws of the State of Tennessee.

11.2. Except where otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed satisfactorily given and any time period provided for giving such notice herein shall commence when such notice is (I) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or forwarded by a nationally recognized overnight courier service to the address of the respective party specified below, or such other address as may be specified in an original notice forwarded to all parties hereto as herein specified, or (II) personally delivered to such address:

If to Engineer: FOXPE, LLC
James Dudney Fox, P.E.
2711 Berrywood Dr

Nashville, TN 37204

If to The City: City of Goodlettsville, Tennessee
 Tim Ellis, City Manager
 105 South Main Street
 Goodlettsville, Tennessee 37072

11.3. Intentionally Deleted.

11.4. This Agreement and the Authorizations executed hereunder constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. The form utilized for the Authorization is attached hereto as Exhibit 2. This Agreement and its Authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

11.5. Neither The City nor the Engineer may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11.6. This Agreement is solely for the benefit of The City and the Engineer and shall not be interpreted to benefit any third party.

11.7. The paragraph captions in this Agreement are set forth for convenience only and are not to be construed in interpreting the provisions of this Agreement. The gender and number terms used herein are used as reference terms only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

11.8. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.9. The obligations of The City arising from Projects under this Agreement may be satisfied only from the revenues of The City's division for such services relating to such project being performed.

11.10. The Engineer was selected and approved through an evaluated process based on factual information submitted at the time of this agreement. The Consultant shall provide annual updates on all information concerning this agreement beginning one year from the date and year first above written.

11.11 The term or duration of this Agreement shall be two (2) years in length.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the date and year first above written.

FOXPE, LLC

By:  *James D. Fox, P.E.*

Its Principal

The City of Goodlettsville

By: _____

Goodlettsville, Tennessee

AUTHORIZATION NO. 1
for
PROFESSIONAL DESIGN SERVICES
to
FOXPE, LLC

PROJECT NAME: Mansker Creek Pump Station Improvements

In accordance with the AGREEMENT FOR PROFESSIONAL DESIGN SERVICES dated September, 2022 (the "Agreement"), between the CITY OF GOODLETTSVILLE (hereinafter "City") and FOXPE, LLC (hereinafter referred to as "Engineer"), the City hereby authorizes the Engineer to proceed with the following services for the above-referenced Project (the "Project").

I. PROJECT SCOPE

The scope of services to be provided by the Engineer in connection with this Authorization is as follows:

Provide Construction Contract Administration & RPR/Inspection services for the Mansker Creek Pump Station Improvements project. The purpose of the project is to replace the pumping equipment and associated discharge valves, upgrade the electrical system including the service entrance and automatic transfer switch, lighting and HVAC improvements, wet well improvements. The scope of services for the RPR are provided in the attached Appendix E, which are incorporated herein.

Conduct one pre-bid conference with all prospective bidders.

Provide Construction Contract Administration services such that the City will receive a finished product that is consistent with the Engineer's approved Design Drawings and Specifications. Engineer will consult with and advise the City and act as City's representative as provided in the General Conditions of the construction contract.

Conduct one pre-construction conference with the selected Contractor. Conduct progress meetings with the City and Contractor as required throughout the construction contract period. Engineer will make visits to the construction site at intervals appropriate to the various stages of construction.

Engineer will not supervise, direct, or have control over the Contractor's work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor,

for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

Engineer will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons at the site or otherwise furnishing or performing any of the Contractor's work.

II. TIME OF SERVICE

The Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by the City and the Engineer. The work authorized herein shall be completed as follows:

A total of one (1) construction contract is anticipated as part of this agreement. The total period of service, beginning with the project bidding and award stage and concluding with closeout of the construction contract is 18 months.

III. COMPENSATION

The City shall compensate the Engineer for providing the services set forth herein in accordance with the terms of the Agreement on the following fee basis:

Construction Contract Administration: A Lump Sum payment of \$81,100, payable in installments at the completion of each phase of development as follows:

Construction Contract Administration:	90% of total compensation
Close Out:	10% of total compensation

RPR/Inspection Services: Are based on time and direct costs plus basis at a not-to-exceed amount of \$65,000, payable monthly in accordance with the terms of the Agreement.

The Lump Sum includes compensation for all Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for all labor, overhead, profit, and Reimbursable Expenses.

This Authorization, when executed by the City and the Engineer, shall become an integral part of the Agreement as if stated therein verbatim and shall be subject thereto; provided, however, that to the extent the terms of this Authorization should conflict with the terms of the Agreement, the terms of this Authorization shall control.

(Signatures on the following page)

AUTHORIZED BY:

CITY OF GOODLETTSVILLE

By: _____

Title: _____

Date: _____

ACCEPTED BY:

_____

By: James D. Fox, P.E.

Title: Principal, FOXPE, LLC

Date: September 1, 2022

APPENDIX E
SCOPE OF SERVICES
RESIDENT PROJECT REPRESENTATIVE

- A. FOXPE shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist FOXPE in observing progress and quality of the Work. The RPR, assistants, and other field staff shall provide full time representation unless representation to a lesser degree is approved by FOXPE.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, FOXPE shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. However, FOXPE shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall FOXPE have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General.* RPR is FOXPE agent at the Site, will act as directed by and under the supervision of FOXPE, and will confer with FOXPE regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with FOXPE and Contractor, keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of FOXPE.
 - 2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with FOXPE concerning acceptability.
 - 3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and review copies of minutes thereof.
 - 4. *Liaison.*
 - a. Serve as FOXPE liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the requirements of the Contract Documents.
 - b. Assist FOXPE in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-site operations.
 - c. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
 - 5. *Interpretation of Contract Documents.* Report to FOXPE when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by FOXPE.
 - 6. *Shop Drawings and Samples.*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive samples that are furnished at the Site by Contractor, and notify FOXPE of availability of Samples for examination.
 - c. Advise FOXPE and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by FOXPE.
 - 7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to FOXPE. Transmit to Contractor in writing decisions as issued by FOXPE.

8. *Review of Work and Rejection of Defective Work.*
 - a. Conduct onsite observations of Contractor's work in progress to assist FOXPE in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to FOXPE whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise FOXPE of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups.*
 - a. Consult with FOXPE in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to FOXPE appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to FOXPE.
10. *Records.*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, FOXPE clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other project-related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to FOXPE.
 - c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of the Work, furnish original set of all RPR Project documentation to FOXPE.
11. *Reports.*
 - a. Furnish to FOXPE periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Review and comment to FOXPE proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to FOXPE and CLIENT copies of all inspection, test, and system start-up reports.
 - d. Immediately notify FOXPE of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests.* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to FOXPE, noting particularly the relationship of the payment requested to the schedule of

values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to FOXPE for review and forwarding to CLIENT prior to payment for that part of the Work.

14. *Completion.*

- a. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of FOXPE, CLIENT, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- d. Observe whether all items on the final list have been completed or corrected and make recommendations to FOXPE concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative Shall Not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of FOXPE authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by FOXPE.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize CLIENT to occupy the Project in whole or in part.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 22-1086 A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND WESTERN KENTUCKY UNIVERSITY FOR NONANALYTICAL MONITORING AND SURVEYING OF ALL CITY OF GOODLETTSVILLE STREAMS. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1086 Dept. of Origin: Public Works For Agenda of: September 8, 2022 Originator: Jeff McCormick Cost of Item: \$15,404.00 Stormwater
---	--

AGENDA ITEM ATTACHMENTS:

- Resolution 22-1086
- Agreement
- Proposal

SUMMARY STATEMENT:

A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND WESTERN KENTUCKY UNIVERSITY FOR NONANALYTICAL MONITORING AND SURVEYING OF ALL CITY OF GOODLETTSVILLE STREAMS

FINANCIAL SUMMARY:

\$15,404.00 Stormwater

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1086

Resolution 22-1086

A RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND WESTERN KENTUCKY UNIVERSITY FOR NONANALYTICAL MONITORING AND SURVEYING OF ALL CITY OF GOODLETTSVILLE STREAMS.

WHEREAS, as a part of the City of Goodlettsville's Stormwater program and as a requirement of maintaining the Municipal Separate Storm System (MS4) status certain inspection requirements are required; and

WHEREAS, one such requirement is the monitoring and surveying all streams within the corporate boundaries of the City of Goodlettsville; and

WHEREAS, Western Kentucky University as a part of Research and Graduate Education programs provides such services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT IT AUTHORIZES THE EXECUTION OF AN AGREEMENT WITH WESTERN KENTUCKY UNIVERSITY FOR NONANALYTICAL MONITORING AND SURVEYING OF ALL CITY OF GOODLETTSVILLE STREAMS IN THE AMOUNT OF \$15,404.00

BE IT FURTHER RESOLVED THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE SAID AGREEMENT.

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

FEE FOR SERVICE AGREEMENT
Between
Western Kentucky University (Hereafter WKU)
And
City of Goodlettsville, TN
(Hereafter Sponsor)

This fee for service agreement between WKU and the Sponsor is to provide services and technical assistance to community businesses, industries, etc.

1. **SCOPE OF WORK:** Services for this project will consist of the tasks listed here:
Nonanalytical monitoring, to include Visual stream surveys and unavailable parameter inventories, will be performed on each stream segment within the MS4 jurisdiction with unavailable parameters for
☒ See Appendices
2. **PROJECT PERIOD:** (Choose/complete one option.)
 - a. ☒ The work will begin on or about (month, day, year) 8/15/22 ; and complete on or about (month, day, year) 1/31/23 .
 - b. ☐ Project will begin upon full execution of this document and will end when all agreed upon work is complete and a final report is submitted.
3. **PERSONNEL:** The personnel assigned to this project are as follows:
 - a. Project Director: Dr. Ritchie Taylor
 - b. Other Key Personnel: Jacqueline Basham - Co-Project Director
4. **COST OF SERVICES:**

Agreed amount: \$ 15,404

Choose/complete one option:

☒ WKU will invoice the Sponsor for the above work/amount upon receipt of the signed agreement with full payment due upon completion of the project.

☐ WKU will invoice the Sponsor for the above work/amount in the following manner:
5. **METHOD OF PAYMENT:** All Sponsor checks shall be made out to *Western Kentucky University*, and mailed to 1906 College Heights Blvd., #11002, Bowling Green, KY 42101-1012, with 15 days of receipt of invoice.
6. **ACCEPTANCE OF FACSIMILE SIGNATURE:** This service agreement and related documents will be considered executed when the signature of the Sponsor is delivered to WKU and signed by the Associate Provost for Research and Graduate Education.
7. **GOVERNING LAW:** The laws of the Commonwealth of Kentucky shall govern the validity, construction, and effect of this agreement.

8. ADMINISTRATIVE REPRESENTATIVES ARE AS FOLLOWS:

For Sponsor:

Name Jeff McCormick
Title Director of Public Services
Address City of Goodlettsville, 105 S. Main St., Goodlettsville, TN 37072
Phone 615-851-2204
Fax
E-mail jmccormick@goodlettsville.gov

For WKU:

Ranjit Koodali, Ph.D.
Associate Provost for Research & Graduate Education
1906 College Heights Blvd., #11026,
Bowling Green, KY 42101-1026
(270) 745-4652
(270) 745-4211
sponsored.programs@wku.edu

TECHNICAL REPRESENTATIVES ARE AS FOLLOWS:

For Sponsor:

Name Michael Walrond
Title Stormwater Coordinator
Address City of Goodlettsville, 105 S. Main St., Goodlettsville, TN 37072
Phone 615-851-3469
Fax
E-mail mwalrond@goodlettsville.gov

For WKU:

Name Dr. Ritchie Taylor
Title Professor and Project Director
Address WKU, Center for Environmental and Workplace Health
Phone 270-745-8975
Fax
E-mail ritchie.taylor@wku.edu

9. **ENTIRE AGREEMENT:** This is the entire agreement between WKU and the Sponsor. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing between the authorized signatures to this agreement.
10. **REPORTS:** WKU shall furnish a report to the Sponsor at the termination of the project. The report shall set forth the accomplishments and significant findings. The Project Director will prepare the report within 30 days of expiration of the agreement.
11. **SIGNATURE AUTHORITY:** Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this agreement. Each party represents and warrants that the execution of this agreement and the party's performance hereunder have been duly authorized and the agreement is a valid and legal agreement binding on such party and enforceable according to its terms.

12. **APPROVED:** This agreement is hereby executed upon the signatures, addresses and other vital information of each party below.

13. **CONFLICT OF INTEREST CERTIFICATION:**

I have read and understand the WKU Conflict of Interest Policy. ☒ Yes ☐ No

Will/do you or any member of your household or grant staff alone or in combination have a significant financial interest in the above sponsor?* ☐ Yes ☒ No

Are you or any member of your household or grant staff affiliated with the above sponsor or with an external agency in a way that will hinder your abilities to fulfill obligations to WKU, its' students, or your colleagues? ☐ Yes ☒ No

** Significant Financial Interest: If a publicly-traded company, when the value of the past 12 months remuneration plus the value of current equity exceeds \$5,000. If a non-publicly-traded company (e.g. startup), when the value of the past year's remuneration exceeds \$5,000 or the investigator holds any equity interest. Also includes intellectual property rights and interests (e.g. patents, copyrights), upon receipt of income related to such rights and interests. Excludes: Work for government entities or an institution of higher education or mutual funds so long as the investigator does not directly control the investment decisions made in these vehicles.*

14. **INTELLECTUAL PROPERTY:** WKU will maintain all rights to any invention, discovery, method of operation and any improvements thereof that may be patentable or subject to protection through copyright, trade secret or by other means (hereinafter collectively referred to as "Intellectual Property"). WKU will promptly disclose to Sponsor in writing any Intellectual Property made during the Project by WKU employees, including students, performed hereunder. Sponsor will receive a non-exclusive, royalty free license to use the Intellectual Property for a fee of one (\$1) dollar. If Sponsor wishes to obtain an exclusive license to the Intellectual Property, WKU agrees to provide to Sponsor an offer for an exclusive license, for which the Sponsor will have the first right of acceptance. Sponsor shall have up to ninety (90) days from the date of WKU's offer, in which to accept or reject WKU's offer. Sponsor agrees to keep the terms of the offer confidential.

15. **INDEMNIFICATION:** Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omission of that party. Sponsor shall fully indemnify and hold harmless WKU against all claims arising out of Sponsor's use, commercialization, or distribution of information, materials or products which result in whole or in part from the services performed pursuant to this Agreement. Sponsor will hold WKU and WKU harmless from any claims arising from third party claims that the work performed hereunder infringes third party intellectual property rights. WKU has no knowledge of any such claims.

FOR THE SPONSOR:

Signature

Date

Printed Name and Title

Date

FOR WKU:

Ritchie Taylor

Digitally signed by Ritchie Taylor
Date: 2022.06.02 08:28:22
+05'00'

8/2/22

Project Director

Date

Department Head

8/2/22

Tania B. Basta

Digitally signed by Tania B. Basta
Date: 2022.06.02 18:06:57
+05'00'

8/2/22

Dean

Date

Regina Allen for
Ranjit Koodali

Digitally signed by Regina
Allen for Ranjit Koodali
Date: 2022.08.03
10:25:37 -05'00'

Dr. Ranjit Koodali

Date

Associate Provost for Research and Graduate Education

TO BE COMPLETED BY THE WKU TECHNICAL REPRESENTATIVE (PI)

This project involves:

Export Controls ☒ No ☐ Yes ☐ Unknown

Human Subjects ☒ No ☐ Yes ☐ Unknown

Animal Subjects ☒ No ☐ Yes ☐ Unknown

rDNA/RGZ Microbe ☒ No ☐ Yes ☐ Unknown

Bio-hazards ☒ No ☐ Yes ☐ Unknown

This project contains/may create proprietary information ☒ No ☐ Yes

Number of students involved with this project: 2 GAs 6 Graduate 3 Undergrad

Project Type:

☐ Instruction

☒ Research – Applied

☐ Research- Basic

☐ Research – Developmental

☐ Public Service

☐ Other

Sponsor Type:

☐ State

☒ Local

☐ Private

☐ International

☐ Federal/Federal Flow-thru (*Please contact OSP before proceeding with this agreement.*)

Post-award Responsibilities and Accountability

☒ I have reviewed the [Post-award Responsibilities and Accountability](#) requirements.

Proposal

Nonanalytical Monitoring and Visual Stream Assessments for MS4 Phase II Permit Compliance City of Goodlettsville, Tennessee

**Western Kentucky University
Center for Environmental and Workplace Health**



**Prepared by:
Ritchie D. Taylor, PhD
Jacqualine R. Basham, MPH, ASP**

As part of the mission of academic excellence through applied research and community engagement, the Western Kentucky University, Center for Environmental and Workplace Health proposes to assist the City of Goodlettsville, Tennessee in a project to conduct nonanalytical monitoring and visual stream assessments. This project will be conducted in compliance with standards set forth by of the Tennessee Department of Environment and Conservation (TDEC) for Small Municipal Separate Storm Sewer Systems (MS4s) during a permit cycle (TDEC, 2016). A new draft permit has been developed in 2022 by TDEC. This permit has not received final approval. This project will be conducted in accordance to the 2016 and draft 2022 permits for small MS4s.

The purpose of this proposed study is to visually assess the health of the watersheds within the City of Goodlettsville's MS4. Specifically, stream corridors will be evaluated. This assessment will be composed of objectives that meet the requirements of the City's Phase II MS4 permit. Objectives of this study include the following:

- Non-analytical monitoring, to include visual stream surveys and unavailable parameter inventories, will be conducted in accordance with the Maryland Protocol (Yetman, 2001). This protocol will evaluate the physical attributes and sources of impairment in the stream corridors within the City of Goodlettsville's MS4. Surveys will include assessments immediately upstream and downstream from discharges within the MS4. Visual stream surveys will be conducted on the approximately 14 miles of streams within the MS4 jurisdiction, to include Mansker Creek, Lumsley Fork, Madison Creek, and Slaters Creek.
- Submission of all completed forms and data collected to the City of Goodlettsville, TN.
- Completion of a final report that details the results of watershed health stream corridor assessments.

If this proposal is accepted, WKU will provide a Principal Investigator, Dr. Ritchie Taylor, and a Co-Principal Investigator, Mrs. Jacqueline Basham, to oversee and manage the project. Student Research Assistants, under direction of Dr. Taylor and Mrs. Basham, will ensure the field and lab operations follow specific TDEC and applicable protocols. Student Research Assistants guided by Dr. Taylor and Mrs. Basham will conduct the day-to-day field operations, with assistance from other graduate or undergraduate students. All components of the study will be reviewed and directed by Dr. Taylor and Mrs. Basham.

Components of this study will follow specified TDEC methods and the Maryland Protocol for stream corridor assessment (TDEC, 2016; Yetman, 2001). Methods for non-analytical monitoring are specified in the general National Pollutant Discharge Elimination System (NPDES) permit requirements for Small MS4s in Tennessee (TDEC, 2016).

In order to meet the general NPDES permit requirements for small MS4s in Tennessee, non-analytical monitoring is prescribed where discharges from the MS4 have been identified as the source of siltation, habitat alteration, and/or pathogen impairment. To meet this requirement, Visual Stream Surveys and Impairment Inventories must be performed.

- At a minimum, a visual stream survey must be performed immediately upstream and downstream of each MS4 outfall that discharges into an impaired segment.
- The MS4 shall refer to existing protocols by the EPA, Natural Resources Conservation Service, and/or the Maryland Department Natural Resources.

WKU will apply procedures that were adapted from the Maryland Department of Natural Resources (MDNR), Stream Corridor Assessment Survey protocol and the Tennessee Department of Environmental and Conservation (TDEC) Protocol D – Habitat Assessment to visually assess each stream reach in the MS4 jurisdiction (Yetman, 2001; TDEC, 2016). To accomplish this task, WKU will first conduct an assessment of the Mansker Creek stream corridor, including an outfall inventory, and assessments according to the MDNR and TDEC procedures. The intent of first monitoring Mansker Creek is to ensure the most efficient methodology for all reaches to evaluate habitat and impairment. Based on the findings for Mansker Creek, the same approach will be applied to all other stream segments. Additionally, all outfalls mapped in 2018 will be verified and additional outfalls will be mapped if detected. An outfall inventory will be

performed for each stream reach to catalog existing and new outfalls. These data will be mapped in a GIS and presented to the City of Goodlettsville in a shapefile, at a minimum.

The streams that are the subject of non-analytical monitoring in the City of Goodlettsville, TN, are Mansker Creek, Lumsley Fork, Madison Creek, and Slaters Creek, for an estimated total of approximately 14 miles of streams. Additionally, other stream or tributary reaches identified as having unavailable parameters by the City may be included in the survey.

Following the the MDNR's survey methods (Yetman, 2001), WKU Student Research Assistants, as supervised by Mrs. Basham and Dr. Taylor, will conduct the visual stream assessments. Stream segments will be surveyed at a rate of approximately 1.5-stream miles/day. These surveys will take place during dry weather conditions, defined as at least 48 hours after the last runoff producing rain event. To best identify dry weather conditions gage height at the USGS Mansker Creek Gage at Highway 41 near Millersville will be monitored. Visual assessments will occur when the USGS Gage height is 2.0 ft. or less. Previous studies have shown that dry weather conditions on Mansker Creek occur at a gage height of 2.0 ft. or less. Due to the unpredictability of the dry weather requirement, provisions for flexibility in the work schedule have been budgeted.

Following the visual watershed health assessments, WKU will develop a project map, GIS database, and analyze data collected during the study. A final report will include a description of methods, analysis of results, discussion, and conclusions.

In order to fulfill occupational safety and health requirements, all WKU personnel will adhere to applicable WKU Department of Environmental Health and Safety, Occupational Safety and Health policies. This will include policies that relate to heat illness, eye protection, hand protection, machine safety, and laboratory safety.

Non-analytical monitoring will entail visual stream surveys and unavailable parameter inventories, which includes evaluating the physical attributes of the stream corridors and habitat in each stream reach according to the Maryland Protocol, within the City of Goodlettsville's MS4 (Yetman, 2001). Surveys will include an outfall inventory. Visual stream surveys will be conducted on the approximately 14 miles of streams within the MS4, to include Mansker Creek, Lumsley Fork, Madison Creek, Dry Creek, and Slaters Creek. Specific deliverables will comprise all data forms, notes, and information collected during the field study. As specified above, a final report and mapping will be completed to support the project.

The total budget for the project is \$15,404. The budget is presented in the attached budget table. In addition, the proposed budget includes mileage to/from the municipality with rates specified by GSA.gov (see attached). Provisions for flexibility in the Student Research Assistants work schedule have been included in the budget to accommodate the requirement for non-analytical monitoring and any other tasks deemed important by the City. If the City of Goodlettsville chooses the WKU Center for Environmental and Workplace Health to conduct the proposed study, the project must be executed through the WKU Office of Sponsored Programs. The Office of Sponsored Programs may be contacted by phone at **270-745-4652** or email at

. Additionally, the executed contract may be emailed to

Dr. Ritchie Taylor at

Mailing address:

Office of Sponsored Programs

Western Kentucky University

1906 College Heights Blvd #11026

Bowling Green, KY 42101-1026

Fee for Service Agreement - Watershed Visual Assessment		
PI: Ritchie Taylor		
Sponsor: City of Goodlettsville		
Budget Items		
A. Personnel		
Project Director:Rithie Taylor / \$453.47/day x 6 days	\$	2,721
Co-PI: Jacqueline Basham / \$240.80/day x 8 days	\$	1,926
Project Role: Individual's Name / % effort x base annual salary	\$	-
Total Faculty	\$	4,647
4. Student(s): Graduate Assistant (\$4500)	\$	4,500
Total Students	\$	4,500
B. Fringe Benefits		
1. Faculty (24.32%)	\$	1,131
4. Student (8.25%)	\$	371
Total Fringe Benefits	\$	1,502
C. Materials and Supplies		\$ 700
D. Travel & Lodging		\$ 500
E. Equipment		\$ -
Total Direct Costs	\$	11,849
Service Fee 30% of Total Direct Costs	\$	3,555
Total Project Costs	\$	15,404
For questions/problems with this template, please contact Sponsored Programs at (270) 745-4652 or by e-mail at sponsored.programs@wku.edu .		