



May 11, 2023 Board of Commissioners City Hall - Massie Chambers
6:30 PM

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance
2. Roll call by the Recorder.
3. Approval of minutes.
 - a. Reading of the April 13th 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 23-1063, an ordinance to amend a section of the Zoning Ordinance regarding accessory building design requirements and number of accessory buildings. **SECOND READING & PUBLIC HEARING**
 - b. Consider Ordinance 23-1064, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget and tax rate for the fiscal year beginning July 1, 2023 and ending June 30, 2024. **SECOND READING & PUBLIC HEARING**

- c. Consider Ordinance 23-1065, an ordinance to amend Title 8, Chapter 2, Section 228 of the Goodlettsville Municipal Code by deleting Section 228 in its entirety and replacing it with a new Section 228 entitled Suspensions, Revocation and Assessment of Civil Penalties. **SECOND READING & PUBLIC HEARING**
- d. Consider Ordinance 23-1066, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040. **SECOND READING**

9. New Business.

- a. Consider Ordinance 23-1067, an ordinance to amend Title 20, Chapter 3 of the Goodlettsville Municipal Code by deleting Chapter 3 in its entirety and replacing it with a new Chapter 3 entitled Beautification and Tree Advisory Board. **FIRST READING**
- b. Consider Ordinance 23-1068, an ordinance to amend Ordinance 06-689 which sets the order of business of the Board of Commissioners meetings. **FIRST READING**
- c. Consider Ordinance 23-1069, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change the properties at 806, 808, 810 Meadowlark Lane from CSL, Commercial Services Limited Zoning District to R2, Regional Center Low Intensity Planned Unit Development and Preliminary Master Plan Approval. **FIRST READING**
- d. Consider Resolution 23-1134, a resolution of the City of Goodlettsville Board of Commissioners adopting and participating in the 2023 Sumner County, Tennessee Multi-Jurisdictional Hazard Mitigation Plan.
- e. Consider Resolution 23-1135, a resolution approving a contract between the Tennessee Department of Environment and Conservation and the City of Goodlettsville for the purpose of Phase I Mansker Creek Wastewater Pump Station rehabilitation project.
- f. Consider Resolution 23-1136, a resolution approving an agreement between the City of Goodlettsville and Kimley Horn and associates, Incorporated as it relates to on-call engineering services.
- g. Consider Resolution 23-1137, a resolution approving a contract between the City of Goodlettsville and the Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection services as it relates to traffic signal upgrades funded through a CMAQ (Congestion Mitigation and Air Quality) Grant. (Project 132638.00)

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

April 13, 2023

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: None.

Also Present: Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, Kimberly Lynn, Julie High, Larry DiOrio, and Mary Laine Hucks.

Mayor Rusty Tinnin called the meeting to order. Pastor Philip Smith offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

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

Consider the minutes of the March 9, 2023 regular meeting of the Board of Commissioners by the Recorder for approval or correction. Commissioner Huffman made a motion to approve the minutes as written. Vice Mayor Duncan seconded the motion and motion passed 5-0.

City Manager Tim Ellis reminded everyone about the free drop off and shredding event from 9am-12pm at Public Works on April 29th. He also recognized Hailee Crawford, one of our part-time employees, who had just passed her Bar exam.

Consent agenda items.

Old Business.

Consider Ordinance 23-1061, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning designation of the back portion of a property on South Dickerson Road from Agricultural to CS Commercial Services, second reading and public hearing. Commissioner Anderson made a motion to consider Ordinance 23-1061. Vice Mayor Duncan seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1061.

Consider Ordinance 23-1062, an ordinance to amend the City of Goodlettsville Municipal Code Title 17, Chapter 1, Section 106 entitled Residential Collection Procedures by adding a new paragraph to Section 106, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 23-1062. Commissioner Huffman seconded the motion. The

public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1062.

Consider Resolution 23-1127, a resolution to authorize the execution of a contract for the construction of an all-accessible playground based on advertised competitive sealed proposals as authorized by Resolution 23-1109 and T.C.A. Title 12, Chapter 3, Part 10. Vice Mayor Duncan made a motion to consider Resolution 23-1127. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1127.

New Business.

Consider Ordinance 23-1063, an ordinance to amend a section of the Zoning Ordinance regarding accessory building design requirements and number of accessory buildings, first reading. Vice Mayor Duncan made a motion to consider Ordinance 23-1063. Commissioner Anderson seconded the motion. Commissioner Young stated we had changed the ordinance regarding accessory structures 8 or 9 times since he has been on the board and asked Planning Director Addam McCormick what precipitated this change. Mr. McCormick stated we currently have a provision when an accessory building exceeds 375 square feet it has to match the materials of the house. Someone wanted to come in and do multiple 200 square foot buildings to be under the 375 square feet. The Planning Commission felt that the 375 may be too limited and wanted to go up to the 504 square feet which is a standard size for a portable building. Commissioner Young stated he hoped they would get it right this time as we keep changing it and changing it. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1063.

Consider Ordinance 23-1064, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget and tax rate for the fiscal year beginning July 1, 2023 and ending June 30, 2024, first reading. Commissioner Huffman made a motion to consider Ordinance 23-1064. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1064.

Consider Ordinance 23-1065, an ordinance to amend Title 8, Chapter 2, Section 228 of the Goodlettsville Municipal Code by deleting Section 228 in its entirety and replacing it with a new Section 228 entitled Suspensions, Revocation and Assessment of Civil Penalties, first reading. City Manager Ellis stated at the last Beer Board meeting we had questions raised regarding penalties that could be assessed to businesses that sell alcohol to underage minors and this added language is in accordance to Tennessee Code Annotated. Vice Mayor Duncan made a motion to consider Ordinance 23-1065. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1065.

Consider Ordinance 23-1066, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040, first reading. Commissioner Anderson made a motion to consider Ordinance 23-1066. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 23-1066.

Consider Resolution 23-1129, a resolution proclaiming April 28, 2023 as Arbor Day in the City of Goodlettsville. Commissioner Huffman made a motion to consider Resolution 23-1129. Vice

Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1129

Consider Resolution 23-1130, a resolution to approve a Memorandum of Understanding with the Tennessee Department of Transportation as it relates to the Open Roads Policy.

Commissioner Anderson made a motion to consider Resolution 23-1130. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1130.

Consider Resolution 23-1131, a resolution of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Personnel Policy and Procedures Manual. City Manager Ellis stated if employees leave, they leave within the first 5 years and this resolution would increase the longevity pay for those years. Commissioner Huffman made a motion to consider Resolution 23-1131. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1131.

Consider Resolution 23-1132, a resolution to set certain Sewer Development fees charged by the City of Goodlettsville. Commissioner Anderson made a motion to consider Resolution 23-1132. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1132.

Consider Resolution 23-1133, a resolution to abandon public and utility easements across properties identified within Davidson County Tax Map and Parcel Numbers 02614002600, 02614003900, 02614005200, 02614005300, 02614005500, 02614005600, 02614005700, 026000000700, and 0260001700 located on Rivergate Parkway (private drive) associated with the lot combination subdivision plat for the BJs Wholesale Club Development project. Commissioner Huffman made a motion to consider Resolution 23-1133. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 23-1133.

Vice Mayor Duncan wished her daughter a happy 18th birthday!

With no further business, Commissioner Young made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 6:48pm with a 5-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Ordinance 23-1063 An ordinance to amend a section of the Zoning Ordinance regarding accessory building design requirements and number of accessory buildings. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 23-1063 Dept. of Origin: Planning For Agenda of: May 11, 2023 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1063

SUMMARY STATEMENT:

An ordinance to amend a section of the Zoning Ordinance regarding accessory building design requirements and number of accessory buildings.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 23-1063.

ORDINANCE 23-1063

AN ORDINANCE TO AMEND A SECTION OF THE ZONING ORDINANCE REGARDING ACCESSORY BUILDING DESIGN REQUIREMENTS AND NUMBER OF ACCESSORY BUILDINGS

WHEREAS, the City's Zoning Ordinance intent and purpose includes protecting the character and maintain the stability of residential areas within the city, and to promote the orderly and beneficial development of such areas; and

WHEREAS, the City's Zoning Ordinance intent and purpose includes defining reasonable standards to which residential accessory buildings or structures shall conform; and

WHEREAS, the Goodlettsville Planning Commission at the March 6, 2023 scheduled meeting voted to recommend its passage to the Board of Commissioners and discussed different ordinance amendment options to define an increased square footage exemption for one permitted accessory building not to exceed 504 square feet.

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

SECTION 1. That Ordinance No. O6-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended by amending section 14-208 (1)(c) as shown in "EXHIBIT A"

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

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 23-1063
“EXHIBIT A”

AMENDMENT 14-208 (1)(c)

(c) In all residential districts, except for residential planned unit development districts, no lots shall have erected thereon more than one (1) principal building. Principal buildings and additions as well as additions in residential districts consisting of wall, roof, floor, and foundation connections shall meet the requirements of the applicable zoning district. Permitted limited connection additions in residential districts and accessory buildings in all districts shall meet the following requirements in items (d) and (e) and the requirements of the applicable zoning district.

To ensure order in site developments including building and lot bulk standards and the compatibility of buildings constructed on-site, all buildings and structures, ~~and~~ additions ~~and accessory buildings regardless of square footage~~, and accessory buildings or structures in residential districts which exceed ~~three hundred seventy-five (375) square feet~~ **504 square footage** shall be constructed of roof and exterior wall materials consistent with the primary roof and exterior wall materials of the principal building or structure.

One accessory building or structure is permitted less than the 504 square footage requirements not meeting the primary building material consistency requirements of this section. Accessory buildings or structures permitted or installed per city requirements prior to the adoption of the material consistency requirement per Ordinance 15-844 (September 10, 2015) would not be used in calculating the square footage permitted less than the 375 504 square footage permitted per property.

On primary roof and exterior wall materials of the principal large acreage Agricultural and R-40 zoned properties consisting of five (5) or more acres, accessory building(s) or structure are not required to be constructed of consistent materials of the primary building if the accessory building(s) or structure is constructed entirely behind and separate from the primary building and is constructed per the building setbacks of the zoning district. The primary exterior wall and roof materials of the principal building shall be extended on all sides of the exterior walls and roof of additions or accessory buildings or structures. In the case of principal buildings or structures with multiple exterior wall materials, the addition and accessory building or structure may be constructed of materials at the same ratio of the principal building or structure. Alternative designs for large acreage properties as referenced above and alternative designs that exceed the purpose and intention of the items referenced above with single family and duplex residential building and structures may be approved by planning and development services staff. Staff's decision on alternative designs may be appealed to the Planning Commission for review. All other building and structures shall meet site and architectural design standards and the Goodlettsville Design Guidelines.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 23-1064</u> An ordinance of the City of Goodlettsville, Tennessee adopting the annual budget for the fiscal year July 1, 2023 through June 30, 2024. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, Assistant City Manager	Agenda Item: Ordinance 23-1064 Dept. of Origin: Administration For Agenda of: May 11, 2023 Originator: Julie High Cost of Item: See Attached Ordinance
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1064

SUMMARY STATEMENT:

This Ordinance adopts the FY 2024 budget.

FINANCIAL SUMMARY:

See Attached Ordinance

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 23-1064.

ORDINANCE No. 23-1064

**AN ORDINANCE OF THE
CITY OF GOODLETTSVILLE, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND TAX RATE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

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

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

**NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY
OF GOODLETTSVILLE, TENNESSEE AS FOLLOWS:**

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2024, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

				Requested
GENERAL FUND		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Revenues				
Local Taxes		\$ 14,345,517	\$ 13,937,697	\$ 14,081,563
Licenses And Permits		271,402	566,754	269,000
Intergovernmental		5,311,884	3,118,506	3,203,620
Charges For Services		200,778	176,261	196,500
Fines And Forfeitures		133,102	90,966	95,000
Other		191,336	426,763	277,700
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Insurance Recoveries				
Sale of Capital Assets		60,558	-	-
Transfers In - from other funds		206,000	408,500	593,000
Transfers In - from other funds (PILOT)		118,106	125,000	125,000
Total Revenues and Other Financing Sources		\$ 20,838,683	\$ 18,850,448	\$ 18,841,383
Appropriations				
Expenditures				
Administration		\$ 2,164,946	\$ 2,071,032	\$ 2,236,366
Community Development		\$ 623,509	\$ 673,726	\$ 821,306
Police Department		5,425,921	5,731,379	6,686,233
Fire Department		2,682,933	2,788,785	3,134,570
Public Works		888,282	937,588	1,133,141
Parks Department		1,481,721	1,705,509	2,140,194
Debt Service - Principal and Interest		480,778	392,701	598,357
Capital Expenditures		2,349,105	2,814,833	1,937,200
		-	-	-
Other Financing Uses				
Transfers Out - to other funds		222,091	-	152,950
Total Appropriations		\$ 16,319,286	\$ 17,115,553	\$ 18,840,317
Change in Fund Balance (Revenues - Appropriations)		4,519,397	1,734,895	1,066
Beginning Fund Balance July 1		13,294,880	17,814,278	19,549,173
Prior Period Adjustment				
Ending Fund Balance June 30		\$ 17,814,278	\$ 19,549,173	\$ 19,550,239
Ending Fund Balance as a % of Total Appropriations		109.2%	114.2%	103.8%

				Requested
DRUG FUND		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Revenues				
Fines And Forfeitures		\$ 326,576	\$ 3,317	\$ 10,000
Other		-	-	10,000
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 326,576	\$ 3,317	\$ 20,000
Appropriations				
Drug Enforcement		\$ 4,353	\$ 6,857	\$ 20,000
Capital Expenditures		\$ 29,206	\$ -	\$ 206,000
Debt Service		-	-	-
Total Appropriations		\$ 33,559	\$ 6,857	\$ 226,000
Change in Fund Balance (Revenues - Appropriations)		293,017	(3,540)	(206,000)
Beginning Fund Balance July 1		85,421	378,438	374,897
Ending Fund Balance June 30		\$ 378,438	\$ 374,897	\$ 168,897
Ending Fund Balance as a % of Appropriations		1127.7%	5467.3%	74.7%
				Requested
ELECTRONIC CITATION FUND		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Revenues				
Fines And Forfeitures		\$ 2,872	\$ 2,048	\$ 4,500
Other		-	-	-
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 2,872	\$ 2,048	\$ 4,500
Appropriations				
Drug Enforcement		\$ -	\$ 4,500	\$ 20,000
Capital Expenditures		\$ -	\$ -	\$ -
Debt Service		-	-	-
Total Appropriations		\$ -	\$ 4,500	\$ 20,000
Change in Fund Balance (Revenues - Appropriations)		2,872	(2,452)	(15,500)
Beginning Fund Balance July 1		18,380	21,252	18,800
Ending Fund Balance June 30		\$ 21,252	\$ 18,800	\$ 3,300
Ending Fund Balance as a % of Appropriations		0.0%	417.8%	16.5%

				Requested
TOURISM FUND		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Revenues				
Hotel Occupancy Tax		\$ 956,829	\$ 1,046,940	\$ 1,046,940
Grants		\$ 44,451	\$ 23,881	\$ -
Other		76,578	107,234	96,000
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 1,077,858	\$ 1,178,055	\$ 1,142,940
Appropriations				
Administration		\$ 623,297	\$ 872,321	\$ 958,718
Historic Sites		38,632	43,097	60,500
Economic Development		26,291	29,965	32,777
Tourism		87,449	70,000	64,000
Other		-	-	-
Total Appropriations		\$ 775,669	\$ 1,015,383	\$ 1,115,995
Change in Fund Balance (Revenues - Appropriations)		302,189	162,672	26,945
Beginning Fund Balance July 1		929,122	1,231,311	1,393,983
Ending Fund Balance June 30		\$ 1,231,311	\$ 1,393,983	\$ 1,420,928
Ending Fund Balance as a % of Appropriations		158.7%	137.3%	127.3%
				Requested
CAPITAL PROJECTS FUND		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Revenues				
Grant Revenue		\$ 2,300,592	\$ 4,000	\$ 14,627,734
Donations		-	650,000	-
Transfers In - from other funds		-		
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	2,002,120	-
Transfers In - from other funds		402,052	-	152,950
Total Revenues and Other Financing Sources		\$ 2,702,644	\$ 2,656,120	\$ 14,780,684
Appropriations				
Main Street Redevelopment		\$ 17,396	\$ 5,000	\$ 9,920,623
Conference Drive Enhancement		\$ 306,908	\$ 19,383	\$ -
CMAQ II		\$ 1,979,189	\$ 8,822	\$ -
CMAQ III		\$ -	\$ 150,000	\$ 2,934,645
CMAQ IV		\$ 24,355		\$ 2,360,000
Sidewalk Tap Project		\$ -	\$ 20,000	\$ 695,591
LED Project		\$ -		
Rachel's Garden		\$ -	\$ 50,000	\$ 1,387,500
Other		\$ -	-	-
Total Appropriations		\$ 2,327,848	\$ 253,205	\$ 17,298,359
Change in Fund Balance (Revenues - Appropriations)		374,796	2,402,915	(2,517,675)
Beginning Fund Balance July 1		(259,101)	115,695	2,518,610
Ending Fund Balance June 30		\$ 115,695	\$ 2,518,610	\$ 935
Ending Fund Balance as a % of Appropriations		5.0%	994.7%	0.0%

				Requested
Sanitation		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Revenues				
User Fees		\$ 1,068,245	\$ 1,150,141	\$ 1,113,316
Convenience Center Fees		15,598	13,022	14,000
Recycling Revenues		20,726	12,779	12,000
Grant Proceeds		-	-	-
Other Financing Sources		14,919	20,324	14,000
Transfers In - from other funds		-	-	-
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 1,119,488	\$ 1,196,265	\$ 1,153,316
Appropriations				
Sanitation Contract Fees		\$ 775,455	\$ 676,800	\$ 691,880
Recycling Fees		\$ -	\$ 142,565	\$ 185,740
Other Operating Expenditures		\$ 165,279	\$ 311,130	\$ 329,972
Capital Expenditures		\$ 51,961	\$ 50,000	\$ 130,000
Debt Service		-	-	-
Total Appropriations		\$ 992,695	\$ 1,180,494	\$ 1,337,591
Change in Fund Balance (Revenues - Appropriations)		126,793	15,771	(184,275)
Beginning Fund Balance July 1		326,044	452,837	468,608
Ending Fund Balance June 30		\$ 452,837	\$ 468,608	\$ 284,333
Ending Fund Balance as a % of Total Appropriations		45.6%	39.7%	21.3%
				Requested
Stormwater Fund		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Revenues				
Utility Fees		\$ 951,108	\$ 953,737	\$ 950,000
Miscellaneous Revenues		31,616	19,620	17,500
Transfers In - from other funds		-	-	-
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		\$ 982,724	\$ 973,357	\$ 967,500
Appropriations				
Operating Expenditures		\$ 452,509	\$ 587,004	\$ 610,330
Other Expenditures				
Capital Expenditures		413,312	400,000	600,000
Total Appropriations		\$ 865,821	\$ 987,004	\$ 1,210,330
Change in Fund Balance (Revenues - Appropriations)		116,903	(13,648)	(242,830)
Beginning Fund Balance July 1		666,211	783,114	769,466
Ending Fund Balance June 30		\$ 783,114	\$ 769,466	\$ 526,636
Ending Fund Balance as a % of Total Appropriations		90.4%	78.0%	43.5%

				Requested
SEWER FUND		Actual	Projected	Budget
		FY 2022	FY 2023	FY 2024
Operating Revenues				
Sewer User Fees		\$ 5,237,807	\$ 5,859,287	\$ 5,350,000
Tap Fees		100,500	75,000	55,000
Miscellaneous Other Fees		38,666	46,094	(700)
Total Operating Revenues		\$ 5,376,973	\$ 5,980,381	\$ 5,404,300
Operating Expenses				
Operating Expenses		\$ 3,662,536	\$ 3,487,913	\$ 3,852,759
Interest		153,308	101,439	150,081
Depreciation		977,553	950,000	975,000
Total Operating Expenses		\$ 4,793,397	\$ 4,539,352	\$ 4,977,840
Operating Income (Loss)		\$ 583,576	\$ 1,441,029	\$ 426,460
Nonoperating Revenues (Expenses)				
Revenue: Investment Income		\$ 49,671	\$ 200,000	\$ 150,000
Grants - Operating		-		
Other Income				
Expense: Debt Service - Interest Expense				
Other Expense		(212)	(2,241)	(2,500)
Investment Gain/(Loss)		(72,158)	-	-
Total Nonoperating Revenue (Expenses)		\$ (22,699)	\$ 197,759	\$ 147,500
Income (Loss) Before Capital Contributions and Transfers		\$ 560,877	\$ 1,638,788	\$ 573,960
Capital Contributions and Transfers				
Capital Contributions - Tap Fees in Excess of Cost		\$ -	\$ -	\$ -
Capital Contributions - Grants		-	-	
Capital Contributions - Other		-	-	-
Debt Issuance Costs		-	-	-
Transfers In - from Other Funds		-	-	-
Transfers Out - to Other Funds (PILOT)		(118,106)	(125,000)	(125,000)
Total Capital Contributions and Transfers		\$ (118,106)	\$ (125,000)	\$ (125,000)
Change in Net Position		\$ 442,771	\$ 1,513,788	\$ 448,960
Beginning Net Position July 1		33,230,391	33,673,162	35,186,950
Ending Net Position June 30		\$ 33,673,162	\$ 35,186,950	\$ 35,635,910

SECTION 2: At the end of the fiscal year 2024, the governing body estimates fund balances or deficits:

Fund	Estimated Fund Balance/Net Position at June 30, 2024
General Fund	\$19,550,239
Sanitation	\$284,333
Drug Fund	\$168,897
E-Citation Fund	\$3,300
Tourism Fund	\$1,420,928
Capital Projects Fund	\$935
Stormwater Fund	\$526,636
Sewer Fund	\$35,635,910

SECTION 3: That the governing body herein certifies and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

			Amount				FY 23-24
			Outstanding	Payment			Total Debt
Type	Loan Name	Authorized	6/30/2023	Fund	Principal	Interest	Service
Bonds	2012 Bond Issue for Street and Road improvements/lighting 20yr	2,970,000	1,650,000	General	150,000	39,405	189,405
	2020 Bond Issue LED lighting	960,000	880,000	General	45,000	16,918	61,918
	Total Notes	3,930,000	2,530,000		195,000	56,323	251,323
Loans	GO Refunding public improvement series 2020	4,880,000	4,120,000	Sewer	400,000	81,030	481,030
	State Revolving Loan, 2018-419, Sewer Rehab	1,000,000	785,820	Sewer	39,528	15,336	54,864
	State Revolving Loan, 2018-420, Sewer Rehab	3,200,000	2,827,116	Sewer	142,250	53,715	195,965
	2016 LGLP Loan Main Street, Transportation bond	3,000,000	2,081,285	General	211,000	60,782	271,782
	Total Loans	12,080,000	9,814,221		792,778	210,863	1,003,641
Leases	Huntington National Bank (parks san truck)	107,621	43,952	General	21,561	1,691	23,252
New Debt	Capital Outlay Note-Fire Land-10 yr	400,000	400,000	General	34,000	18,000	52,000
		400,000	400,000		34,000	18,000	52,000
	Total of All Debt	16,517,621	12,788,173		1,043,339	286,877	1,330,216

SECTION 4: During the coming fiscal year (2024) the governing body has pending and planned capital projects with proposed funding as follows:

Proposed Capital Projects FY 2024			
Description	Amount	Financed by Est Revenues or Reserves	Financed by Debt Proceeds
Vehicle	42,000	42,000	0
Generator Replacement	40,000	40,000	0
Air unit at City Hall (1 of 3) *contingent upon unit going out	15,000	15,000	0
Inspection Vehicle (Repl 2005 GMC Sierra	32,000	32,000	0
Police Fleet (8 patrol, Admin, CID)	480,000	480,000	0
Kitchen ADA project	12,000	12,000	0
ADA Sidwalks for Peay Park	15,000	15,000	0
Community Center Roof Phase 2	76,000	76,000	0
Moss Wright Fencing	15,000	15,000	0
Community Center Gym Floor Resurfacing	30,000	30,000	0
Vehicle	39,000	39,000	0
14ft Trailer for Straw Blower	3,500	3,500	0
Repl Chassis of Knuckleboom 36 (Split with Sanitation)	80,000	80,000	0
16K Pintle Trailer for Mini-Ex and Skid Steer	15,000	15,000	0
Repl Carpet and Tile in front office	25,000	25,000	0
Heavy Equipment Diagnostic Tool/Software	7,700	7,700	0
Sidewalks	10,000	10,000	0
Paving	1,000,000	1,000,000	0
Handgun Replacement to 9mm Glock	25,000	25,000	0
Laptop Replacement (22)	66,000	66,000	0
Body Armor plate replacement (86 plates)	15,000	15,000	0
New Property Room (Design/Engineering)	100,000	100,000	0
E-Ticket Writer Replacements	20,000	20,000	0
Roof Replacement for 4 Cabins	60,000	60,000	0
Storage Building	15,000	15,000	0
Security Enhancements	50,000	50,000	0
Volleyball Fencing	24,000	24,000	0
Volleyball Lighting	25,000	25,000	0
Main Street Redevelopment-\$11,691,250	9,920,623	9,920,623	0
Conference Drive CMAQ III	2,934,645	2,934,645	0
CMAQ 4	2,360,000	2,360,000	0
Sidewalks	695,591	695,591	0
Rachel's Garden	1,387,500	1,387,500	0
City Banners and Beautification	20,000	20,000	0
Security enhancements	250,000	250,000	0
Design new Fire Station	100,000	100,000	0
Fire Turnout gear	84,000	84,000	0
Disc Golf at North Creek Park	15,000	15,000	0
Robot Paint Sprayer	40,000	40,000	0
MW Park bottom field upgrades	20,000	20,000	0
Event Flooring Bowen House (carryover from PY)	150,000	150,000	0
Tranche 2 projects TBD	2,148,736	2,148,736	0
Trash Carts	50,000	50,000	0
Repl Chassis of Knuckleboom 36 (Split with Public Works)	80,000	80,000	0
Cementitious Culvert Lining projects	100,000	100,000	0
Capital Maint and infrastructure repair	150,000	150,000	0
Streambank Stabilization (VARIOUS)	350,000	350,000	0
Mansker Creek Pump Station Rehab	3,370,500	3,370,500	0
Sewer line Rehab	500,000	500,000	0
Asset Management System	400,000	400,000	0
	27,463,795	27,463,795	0

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 6: Money may be transferred from one appropriation to another in the same fund by the City Manager, subject to such limitations and procedures as set by the Governing Body pursuant to Tenn. Code Ann. § 6-56-209. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes

SECTION 7: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 8: There is hereby levied a property tax of \$0.8066 per \$100 of assessed value in Goodlettsville-Sumner County and \$0.7222 per \$100 of assessed value in Goodlettsville-Davidson County on all real and personal property.

SECTION 9: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 10: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 11: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 12: This ordinance shall take effect July 1, 2023, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed First Reading:_____

Passed Second Reading:_____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 23-1065</u> An ordinance to amend Title 8, Chapter 2, Section 228 of the Goodlettsville Municipal Code by deleting Section 228 entitled Suspensions, Revocation and Assessment of Civil Penalties. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 23-1065 Dept. of Origin: Administration For Agenda of: May 11, 2023 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1065

SUMMARY STATEMENT:

An ordinance to amend Title 8, Chapter 2, Section 228 of the Goodlettsville Municipal Code by deleting Section 228 entitled Suspensions, Revocation and Assessment of Civil Penalties.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 23-1065.

ORDINANCE 23-1065

AN ORDINANCE TO AMEND TITLE 8, CHAPTER 2, SECTION 228 OF THE GOODLETTSVILLE MUNICIPAL CODE BY DELETING SECTION 228 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 228 ENTITLED SUSPENSIONS, REVOCATION AND ASSESSMENT OF CIVIL PENALTIES.

WHEREAS, the City of Goodlettsville has determined that there needs to be certain amendments to its municipal code as it relates to beer permits, and

WHEREAS, the Board of Commissioners of the City of Goodlettsville has determined it will be in its best interest to make said changes based as it relates to the addition of civil penalties.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT TITLE 8, CHAPTER 2, SECTION 228 OF THE GOODLETTSVILLE MUNICIPAL CODE IS AMENDED BY DELETING SECTION 228 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 228 ENTITLED SUSPENSIONS, REVOCATION AND ASSESSMENT OF CIVIL PENALTIES AS FOLLOWS:

Sec. 8-228. – Suspension, revocations, and the assessment of civil penalties

The beer board is vested with the full and complete power and authority to suspend, cancel, or revoke permits to sell beer or assess civil penalties upon the following grounds:

- (1) Any violation of the provisions of this chapter.
- (2) Any violation of any law of the State of Tennessee, now in existence or hereinafter adopted, regulating the sale, manufacture or distribution of beer.
- (3) Any violation of the provisions of T.C.A. title 57, chapter 4 regarding the consumption of alcoholic beverages on premises, to the extent permitted by the provisions of said T.C.A. title 57.

THIS ORDINANCE IS EFFECTIVE FIFTEEN DAYS PAST FINAL PASSAGE, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE, TENNESSEE REQUIRING IT.

MAYOR RUSTY TINNIN

Passed First Reading: April 13, 2023

Passed Second Reading: _____

CITY RECORDER

Approved as to Legality and Form:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 23-1066 An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2022-2023 budget, passed by Ordinance 22-1040. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, Asst. City Manager	Agenda Item: Ordinance 23-1066 Dept. of Origin: Administration For Agenda of: May 11, 2023 Originator: Julie High Cost of Item: See Financial Summary
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1066

PROPOSED AMENDMENT TO INCLUDE DEBT SERVICE

SUMMARY STATEMENT:

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

FINANCIAL SUMMARY:

General Fund-Fund Balance-Unrestricted	(\$202,500)
Salaries and Benefits-	
Admin	\$22,000
Planning and Codes	\$11,000
Police	\$77,000
Communications	\$21,000
Fire	\$45,000
Public Works	\$ 9,500
Parks and Rec	\$17,000
Sanitation-Fund Balance	(\$5,000)
Sanitation Salaries and Benefits	\$5,000
Tourism-Fund Balance	(\$13,000)
Tourism Salaries and Benefits	\$13,000
Sewer-Net Position-Unrestricted	(\$12,000)
Sewer Salaries and Benefits	\$12,000
Stormwater-Fund Balance	(\$7,500)

Stormwater Salaries and Benefits

\$7,500

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 23-1066.

ORDINANCE NO. 23-1066

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 Board of Commissioners authorized by Resolution #22-1104, a budgetary allocation for employee cost of living compensation adjustments equal to 5%, effective January 1, 2023;

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:

General Fund-Fund Balance-Unrestricted	(\$202,500)
Salaries and Benefits-	
Admin	\$22,000
Planning and Codes	\$11,000
Police	\$77,000
Communications	\$21,000
Fire	\$45,000
Public Works	\$ 9,500
Parks and Rec	\$17,000
Sanitation-Fund Balance	(\$5,000)
Sanitation Salaries and Benefits	\$5,000
Tourism-Fund Balance	(\$13,000)
Tourism Salaries and Benefits	\$13,000
Sewer-Net Position-Unrestricted	(\$12,000)
Sewer Salaries and Benefits	\$12,000
Stormwater-Fund Balance	(\$7,500)
Stormwater Salaries and Benefits	\$7,500

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

AMENDED

ORDINANCE NO. 23-1066

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 Board of Commissioners authorized by Resolution #22-1104, a budgetary allocation for employee cost of living compensation adjustments equal to 5%, effective January 1, 2023; and

WHEREAS, after the approval and passage of the FY 2022-2023 budget, it became necessary for the City to receive the remaining proceeds from the Public Building Authority Local Government Loan Program Bond issued in 2016 for the purpose of financing the City's portion of the grant funded Main Street Revitalization project; and

WHEREAS, the debt repayment schedule began upon the receipt of the proceeds creating a need to amend the FY 2022-2023 budget;

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

General Fund-Fund Balance-Unrestricted	(\$202,500)
Salaries and Benefits-	
Admin	\$22,000
Planning and Codes	\$11,000
Police	\$77,000
Communications	\$21,000
Fire	\$45,000
Public Works	\$ 9,500
Parks and Rec	\$17,000
Sanitation-Fund Balance	(\$5,000)
Sanitation Salaries and Benefits	\$5,000
Tourism-Fund Balance	(\$13,000)
Tourism Salaries and Benefits	\$13,000
Sewer-Net Position-Unrestricted	(\$12,000)
Sewer Salaries and Benefits	\$12,000
Stormwater-Fund Balance	(\$7,500)
Stormwater Salaries and Benefits	\$7,500
General Fund-Fund Balance-Unrestricted	(\$115,000)
General Fund Debt Service	\$115,000

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

Passed first reading: _____

Mayor Rusty Tinnin

City Recorder

Approved as to form and legality.

City Attorney

Passed second reading: _____



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 23-1067</u> An ordinance to amend Title 20, Chapter 3 of the Goodlettsville Municipal Code by deleting Chapter 3 in its entirety and replacing it with a new Chapter 3 entitled Beautification and Tree Advisory Board. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 23-1067 Dept. of Origin: Administration For Agenda of: May 11, 2023 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1067

SUMMARY STATEMENT:

An ordinance to amend Title 20, Chapter 3 of the Goodlettsville Municipal Code by deleting Chapter 3 in its entirety and replacing it with a new Chapter 3 entitled Beautification and Tree Advisory Board.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 23-1067.

ORDINANCE 23-1067

AN ORDINANCE TO AMEND TITLE 20, CHAPTER 3 OF THE GOODLETTSVILLE MUNICIPAL CODE BY DELETING CHAPTER 3 IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 3 ENTITLED BEAUTIFICATION AND TREE ADVISORY BOARD.

WHEREAS, the City of Goodlettsville desires to be a community with great beauty and sustaining trees, and

WHEREAS, the Board of Commissioners of the City of Goodlettsville has determined it will be in the best interest of the City to create an advisory board that would work to enhance the city's beautification and promote trees and urban forestry programs.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT TITLE 20, CHAPTER 3 OF THE MUNICIPAL CODE OF ORDINANCES IS AMENDED BY DELETING CHAPTER 3 IN ITS ENTIRETY AND REPLACED WITH A NEW CHAPTER 3, ENTITLED BEAUTIFICATION AND TREE ADVISORY BOARD AS FOLLOWS:

CHAPTER 3. – BEAUTIFICATION AND TREE ADVISORY BOARD

- **Sec. 20-301. - Board created, membership, terms, appointments, and vacancies.**

There is hereby created the City of Goodlettsville Beautification and Tree Advisory Board, hereinafter called "the board." The board shall be composed of five members, one member of the parks and recreation board, four citizens who are residents of the City of Goodlettsville and appointed by the mayor. The term of office for the five shall be staggered three years or until their successors are appointed. The mayor shall fill vacancies in such board for the unexpired term. Board members should be representative of cross-sections of the community who possess a true interest in the trees, urban forestry, beautification and community aesthetics.

- **Sec. 20-302. - Powers and duties of the board.**

(1) It shall be the responsibility of the board to develop and recommend a written plan for the planting, maintenance, and removal of trees and other woody growth on all public parks, city-owned areas, and city parkways. This plan will be presented as part of the department of recreation and park development's annual report to the board of commissioners, and upon their approval shall constitute the official comprehensive city tree plan for the City of Goodlettsville. The board, when requested by board of commissioners and or the city manager, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work.

(2) The board shall make recommendations to city staff as it relates to the beautification of the city.

(3) The board may appoint an advisory committee whom may offer specific expertise to beautification, trees, forestry, etc. Members of an advisory committee will not be required to be residence of the city.

(4) The Goodlettsville Parks and Recreation Department and Administrative staff shall serve as the city liaison with the beautification and tree advisory board.

(5) Duties of officers.

(a) *Chairman*. The chairman shall preside at all meetings of the board and shall call special meetings of the board. The chairman shall vote on all matters coming before the board.

(b) *Vice chairman*. The vice-chairman shall preside over any meeting in which the chairman is not present.

(c) *Secretary*. The director of parks and recreation or their designee shall act as secretary of the board. The secretary is responsible for preparing the agenda and minutes of all meetings.

(6) *Appointment of chairman.* The chairman and vice chairman shall be appointed annually by a majority vote of the board at its first meeting of the new calendar year.

(7) *Board meetings.*

(a) The board will meet regular basis. The board shall set the day and time.

(b) All regular and special called meetings of the board shall be open to the public.

(c) The director of parks and recreation, director of public works, director of planning and community development and the city horticulturist and any other appropriate staff will be present at all meetings of the board.

(d) Minutes of the board meetings will be available for review during regular business hours at Goodlettsville City Hall.

(8) *Minutes.* All proceedings of the board shall be in typed form and filed in a permanent book of record and open to the public for inspection at all reasonable and proper times.

(9) *Quorum.* A majority of the duly appointed board members shall constitute a quorum.

(10) *Voting.* The ayes and nays will be taken upon the passage of all board matters. All votes will be entered upon the minutes of the meeting. The act of a majority of members, at which a quorum is present, will be the official act of the board.

THIS ORDINANCE IS EFFECTIVE FIFTEEN DAYS PAST FINAL PASSAGE, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE, TENNESSEE REQUIRING IT.

MAYOR RUSTY TINNIN

Passed First Reading: May 11, 2023

Passed Second Reading: _____

CITY RECORDER

Approved as to Legality and Form:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 23-1068</u> AN ORDINANCE TO AMEND ORDINANCE 06-689 WHICH SETS THE ORDER OF BUSINESS OF THE BOARD OF COMMISSIONERS MEETINGS. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Allison Baker, CR	Agenda Item: Ordinance 23-1068 Dept. of Origin: Administration For Agenda of: May 11, 2023 Originator: Allison Baker Cost of Item: n/a
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1068

SUMMARY STATEMENT:

AN ORDINANCE TO AMEND ORDINANCE 06-689 WHICH SETS THE ORDER OF BUSINESS OF THE BOARD OF COMMISSIONERS MEETINGS.

Changes “Old Business” to be recognized as “Unfinished Business” in the order of Business. This has come from a recommendation of MTAS Legal Counsel.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 23-1068.

ORDINANCE No. 23-1068

AN ORDINANCE TO AMEND ORDINANCE 06-689 WHICH SETS THE ORDER OF BUSINESS OF THE BOARD OF COMMISSIONERS MEETINGS.

WHEREAS, Ordinance No. 06-689, the ordinance to set the order of business at board of commissioners meetings, was adopted on December 21, 2006; and

WHEREAS, it has been determined that an amendment to the order of business for board of commission meetings would be in the in the best interest of the city.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE ORDER OF BUSINESS OF BOARD OF COMMISSIONER MEETINGS ESTABLISHED BY ORDINANCE NO. 06-689 IS HEREBY AMENDED BY CREATING THE FOLLOWING ORDER OF BUSINESS:

1. Call to order by the mayor.
2. Roll call by the recorder.
3. Reading of minutes of the previous meeting by the recorder and approval or correction
4. Comments from citizens.
5. Communications from city manager and city staff.
6. Reports and comments from committees, members of the board of commissioners, and other officers.
7. Consent agenda items.
8. Unfinished Business.
9. New Business.
10. Adjournment.

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

MAYOR RUSTY TINNIN

Adopted First Reading: _____

CITY RECORDER

Adopted Second Reading: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: Ordinance 23-1069</u> An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change the properties at 806, 808, 810 Meadowlark Lane from CSL, Commercial Services Limited Zoning District to R2, Regional Center Low Intensity Planned Unit Development and preliminary master plan approval. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 23-1069 Dept. of Origin: Planning For Agenda of: May 11, 2023 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 23-1069
Preliminary Master Plan

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change the properties at 806, 808, 810 Meadowlark Lane from CSL, Commercial Services Limited Zoning District to R2, Regional Center Low Intensity Planned Unit Development and preliminary master plan approval.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 23-1069.

ORDINANCE NO. 23-1069

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 TO CHANGE THE PROPERTIES AT 806, 808, 810 MEADOWLARK LANE FROM CSL, COMMERCIAL SERVICES LIMITED ZONING DISTRICT TO R2, REGIONAL CENTER LOW INTENSITY PLANNED UNIT DEVELOPMENT AND PRELIMINARY MASTER PLAN APPROVAL

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, and use of residential buildings, structures; and,

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

WHEREAS, the City's Comprehensive Land Use Plan intent and purpose includes but is not limited to permitting residential developments to develop at a density appropriate for the area; and,

WHEREAS, the Planned Unit Development section of the City's Zoning Ordinance intent and purpose includes but is not limited to promoting flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and,

WHEREAS, The Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on April 3, 2023 to recommend its passage to the Board of Commissioners based on the designation of the City's Comprehensive Land Use Plan; and,

WHEREAS, The Goodlettsville Planning Commission also approved and recommended passage of the 806-810 Meadowlark Lane Preliminary Master Plan for the R2, Regional Center Low Intensity Residential Planned Unit Development Master Plan including thirty-six (36) residential units for either short term or permanent residential units and eight (8) commercial ground floor units; and,

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

SECTION 1. That the Official Zoning Map adopted by Ordinance No. 15-851 entered on second reading on November 12, 2015 being the municipal zoning map of Goodlettsville, Tennessee, be and the same is hereby amended as follows:

By changing the existing CSL, Commercial Services Limited zoning classification and replacing the properties zoning designation to R2, Regional Center Low Intensity Residential Planned Unit

Development, per the 806-810 Meadowlark Lane Preliminary Master Plan for the properties attached as “EXHIBIT A” and described as follows:

THE PROPERTIES REFERENCED AS TAX MAP 34-01, PARCEL 42.00- 806 MEADOWLARK LANE-0.84 ACRES, PARCEL 43.00- 808 MEADOWLARK LANE-0.73 ACRES, PARCEL 44.00-810 MEADOWLARK LANE- 0.68 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

806-810 MEADOWLARK LANE PRELIMINARY MASTER PLAN ATTACHED AS “EXHIBIT B”

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

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 23-1069
“EXHIBIT A”



Preliminary Master Plan

806 - 810 Meadowlark Lane, Goodlettsville, TN 37072

City of Goodlettsville Planning Commission

Introduction

This preliminary master plan proposes the rezoning and redevelopment of the properties located at 806, 808, and 810 Meadowlark Lane in Goodlettsville, TN. The project would be developed as a single project by one property Please see figure 1 for location of property

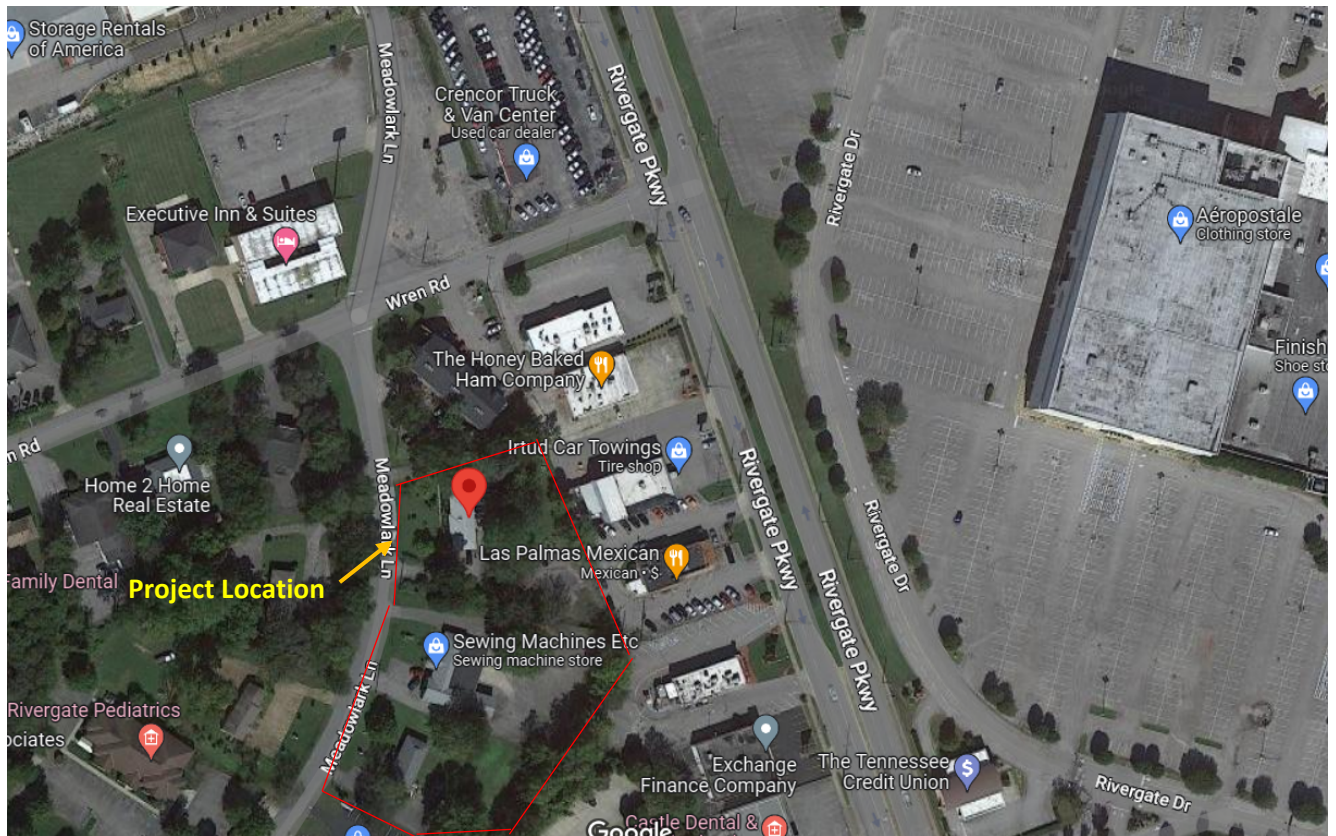


Figure 1 – 806, 808, and 810 Meadowlark Lane Location Map

These properties are currently commercial properties used as office space. This location is within the City of Goodlettsville's Regional Development Center. This master plan proposes rezoning these properties to RC2, Regional Center Planned Unit Development – Low Intensity.

Development Concept

The proposed redevelopment of the property would include removal of the existing structures and the construction of four multi-unit, multi-purpose buildings. Buildings 1 and 2, as shown in Figure 2, will have 12 – 2 bedroom, residential/short-term rental properties (STRP) each. Each building will have a street-facing commercial unit attached to the building.

Buildings 3 and 4 will have three stories with ground-level, small commercial spaces and residential/short term rental units on the second and third stories. The residential/short term rental units for these two buildings will be one-bedroom units. Figure 2 is a conceptual rendering of these two proposed buildings.

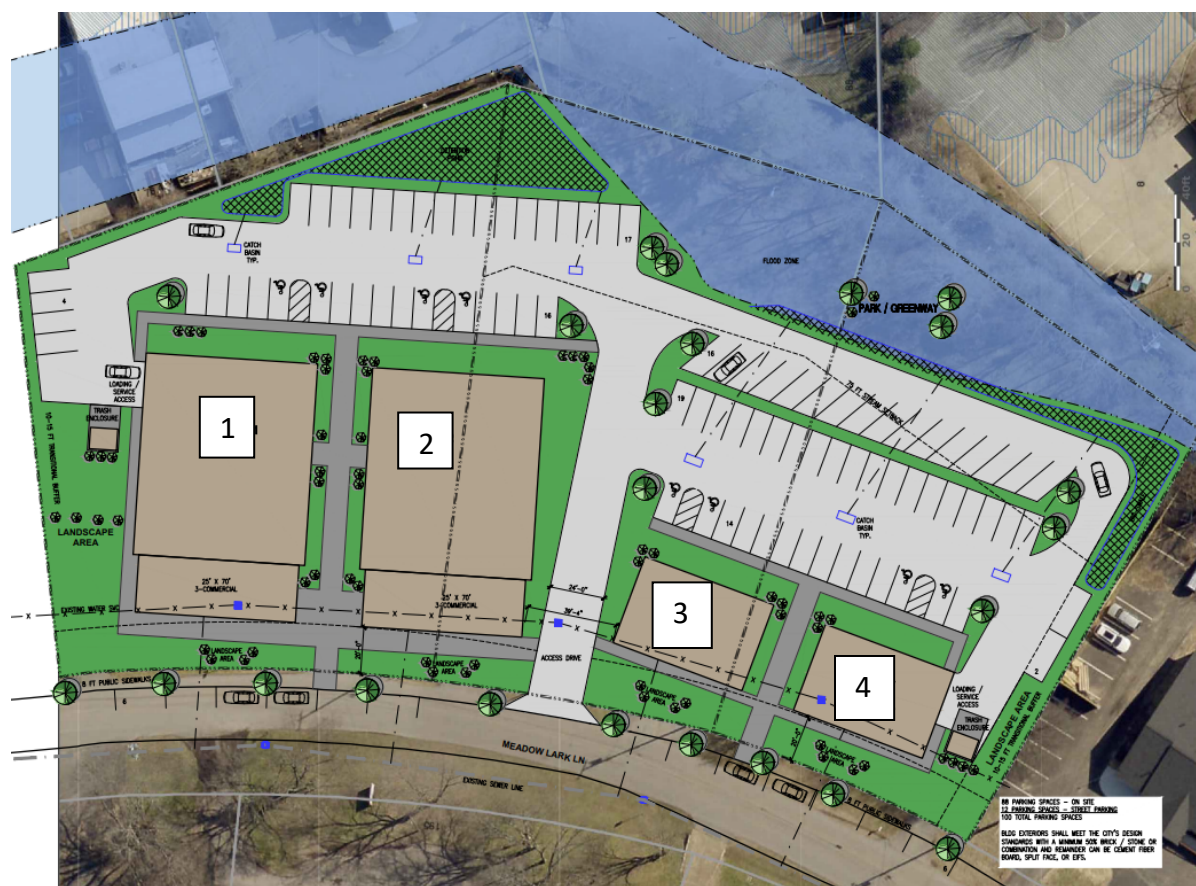


Figure 2 – Conceptual Site Plan Meadowlark Lane



Figure 2 – Conceptual Rendering of proposed building for Meadowlark Lane

This development would provide a total of 44 units, 36 STRP and 8 commercial properties. Buildings 3 and 4 would have three commercial spaces each that would provide approximately 1200 sq. ft of space each and six residential/short term rental units that average about 1050 sq. ft each. This property would promote pedestrian use with its proximity to Rivergate Pkwy and its streetscape on the property.

Buildings 1 and 2 would have a 1750 sq. ft commercial space for each building. The 12, 2-bedroom units would be approximately 1200 sq. ft each. Both buildings would be three stories.

Table 1 shows some of the property and development details.

Water usage for the entire development should be approximately 11,300 gpd (gallons per day). This is assuming 300 gpd per residential units and 16 gpd per commercial unit (64 for peak demand). Each building would have a sewer line that connects to the sewer main across the street, as shown in Figure 1.

Lot size	2.25 acres
Floor Area Ratio (FAR)	0.59
Impervious Surface Ratio (ISR)	0.62

Parking spaces	100
Building height	36 ft
Building 1 & 2 Dimensions	60 ft x 40 ft
Building 3 & 4 Dimensions	88 ft x 75 ft
Commercial Attachment to Buildings 3 & 4	25 ft x 70 ft
# of one bedroom units	12
# of two bedroom units	24
# of Commercial units	8

Table 1 – Proposed property details

Please see Attachment 1 for the plan view of proposed development layout.

Schedule

The tentative schedule for this project is as followings:

Preliminary Master Plan – April 2023

Final Master Plan – June 2023

Start Construction – September 2023

Complete Constructions – March 2024

Point of Contact:

Emanuel Hall

Phone: 615-364-7340

Email: emanuel@nationwideacquisition.com



SITE PLAN LEGEND

- PROPERTY LINE
- APPROXIMATE LOCATION OF WETLAND SETBACK
- EASEMENTS
- ZONING SETBACKS
- EXIST. SEWER (APPROXIMATE - NOT GEO-LOCATED)
- EXIST WATER (APPROXIMATE - NOT GEO-LOCATED)
- APPROXIMATE LOCATION OF FLOOD PLAIN BOUNDARY.
- BUILDING FOOT PRINT
- PAVED ASPHALT LOT
- PAVED CONCRETE PEDESTRIAN WALKWAY
- PAVED CONCRETE PUBLIC SIDEWALK
- INTERIOR LOT LANDSCAPE ISLANDS.
- EMERGENCY VEHICLE ACCESS LANE & TURN-AROUND.
- LANDSCAPING AREAS - REFER TO LANDSCAPING PLANS.
- EXISTING WATER METER LOCATION. (APPROXIMATE. NOT GEO-LOCATED)
- EXISTING MANHOLE LOCATION. (APPROXIMATE. NOT GEO-LOCATED)

PLAN NORTH
SITE PLAN
1" = 20'



KIAN Architecture
part of KIAN Group, LLC
www.thekiangroup.com
brian@thekiangroup.com
513.808.2515

PROJECT PARTERS

OWNER:

LAND DEVELOPMT CONSULT.
MARIO BEDDINGFIELD
BEDDINGFIELD CONSULT. LLC
615-594-4756

DATE:	NO.	ITEM
04/03/2023	1	ZONING REVIEW
04/11/23	2	ZONING REVISION

806 MEADOWLARK LN
GOODLETTSVILLE, TN

DES:	bkd
DR:	bkd
CKD:	mb

DRAWING TITLE
SITE PLAN

SHEET NO.
A0.0

GOODLETTSVILLE
TENNESSEE
AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE:</u> RESOLUTION 23-1134 A resolution of the City of Goodlettsville Board of Commissioners adopting and participating in the 2023 Sumner County, Tennessee Multi-Jurisdictional Hazard Mitigation Plan. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1134 Dept. of Origin: Fire For Agenda of: May 11, 2023 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1134

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commissioners adopting and participating in the 2023 Sumner County, Tennessee Multi-Jurisdictional Hazard Mitigation Plan.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1134.

RESOLUTION NO. 23-1134

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS ADOPTING AND PARTICIPATING IN THE 2023 SUMNER COUNTY, TENNESSEE MULTI- JURISDICTIONAL HAZARD MITIGATION PLAN.

WHEREAS, Sumner County and the City of Goodlettsville recognizes the threat natural hazards pose to people and property, and

WHEREAS, the City of Goodlettsville has participated in the 2023 Sumner County Multi-Jurisdictional plan update process, and is committed to the Multi-Hazard Mitigation Plan concept by adoption of the earlier plans; and,

WHEREAS, this plan has been distributed to jurisdictions, agencies and county municipalities for local adoption completion, and Federal emergency funding and grants are conditioned upon adoption of updated plan; and,

WHEREAS, upon submittal of adoption documentation by participating jurisdictions, the Federal Emergency Management Agency will issue formal approval of the 2023 Sumner County Multi-Jurisdictional Hazard Mitigation Plan.

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

SECTION 1: That the City of Goodlettsville, Tennessee hereby adopts and will participate in the principal Multi-Jurisdictional Hazard Mitigation plan for Sumner County, Tennessee, as one of the municipal governments within Sumner County, Tennessee.

SECTION 2: That this Resolution shall be in full force and effective from and upon its passage approval.

This resolution is read and adopted at public meeting this 11th day of May, 2023.

Adopted: May 11, 2023

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE: RESOLUTION 23-1135</u> A RESOLUTION APPROVING A CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND THE CITY OF GOODLETTSVILLE FOR THE PURPOSE OF PHASE I MANSKER CREEK WASTEWATER PUMP STATION REHABILITATION PROJECT. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1135 Dept. of Origin: Public Works For Agenda of: May 11, 2023 Originator: Tim Ellis Cost of Item: \$3,818,043.70 – Total \$1,909,021.85 50% City Match 50% Grant Funding
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AGENDA ITEM ATTACHMENTS:

Resolution 23-1135
Exhibit I - Contract

SUMMARY STATEMENT:

A RESOLUTION APPROVING A CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND THE CITY OF GOODLETTSVILLE FOR THE PURPOSE OF PHASE I MANSKER CREEK WASTEWATER PUMP STATION REHABILITATION PROJECT.

FINANCIAL SUMMARY:

\$3,818,043.70 – Total
\$1,909,021.85 50% City Match

50% Grant Funding

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1135

RESOLUTION 23-1135

A RESOLUTION APPROVING A CONTRACT BETWEEN THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND THE CITY OF GOODLETTSVILLE FOR THE PURPOSE OF PHASE I MANSKER CREEK WASTEWATER PUMP STATION REHABILITATION PROJECT.

WHEREAS, the Tennessee Department of Environment recently awarded the City of Goodlettsville a Water Infrastructure Investment Grants; and,

WHEREAS, the City of Goodlettsville will need to execute a grant contract in order to receive said funds.

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

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

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

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

Section 3. That this resolution shall take effect from and after its adoption, the welfare of the City of Goodlettsville requiring it.

Date: May 11, 2023

MAYOR RUSTY TINNIN

ATTEST

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date March 3, 2021	End Date September 30, 2026	Agency Tracking # 32701-04915	Edison ID 75541		
Grantee Legal Entity Name City of Goodlettsville			Edison Vendor ID 0000002859		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number Grantee's fiscal year end: June 30			
Service Caption (one line only) This is a Non-Collaborative Proposal by the City of Goodlettsville for one (1) wastewater project.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2021	\$0.00	\$1,909,021.85	\$0.00	\$0.00	\$1,909,021.85
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$0.00	\$1,909,021.85	\$0.00	\$0.00	\$1,909,021.85
Grantee Selection Process Summary					
☐ Competitive Selection					
☒ Non-competitive Selection		The Water Infrastructure Investment Plan (WIIP) addresses the Tennessee Department of Environment and Conservation's (TDEC) deployment of American Rescue Plan (ARP) Fiscal Recovery Fund dollars toward water infrastructure projects. It includes three primary strategies for disbursing ARP funds as part of its water infrastructure investment program: formula-based non-competitive grants to counties and eligible cities; state-initiated strategic projects; and competitive grants to eligible grant applicants. The allocation amount for the formula-based non-competitive grants is \$1 billion. The funding allocation model includes a base allocation, an Ability-to-Pay Index (ATPI) population allocation, and a population allocation. A city or county's total allocation is the sum of the base allocation, population allocation, and ATPI population allocation. TDEC modeled the allocation formula after the U.S. Treasury's allocation for the Coronavirus State and Local Fiscal Recovery Funds program.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			CPO USE - GG		
Speed Chart (optional) EN00021220/327.34		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF GOODLETTSVILLE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Goodlettsville, hereinafter referred to as the "Grantee," is for the provision of drinking water, wastewater, or stormwater infrastructure, or any combination of the three types of infrastructure as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002859

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The State's Water Infrastructure Investment Plan describes how the State plans to invest the American Rescue Plan (ARP) fiscal recovery funds allocated to Tennessee for water infrastructure projects. Based on federal guidance, the State has developed a framework for distributing these funds by establishing three water infrastructure types (drinking water, wastewater, and stormwater) and four project award types (investigation and planning; investigation, planning, and design; planning, design, and construction; and construction only).
- A.3. Grantee shall provide services corresponding to the following water infrastructure types as detailed in the Grantee's WIIP non-competitive grant proposal ("grant proposal"), check all that apply:
- ☐ Drinking Water
 - ☒ Wastewater
 - ☐ Stormwater
- A.4. Grantee shall provide services corresponding to the following project award type(s) as detailed in the Grantee's grant proposal (check all that apply):
- ☐ Investigation and Planning
 - ☐ Investigation, Planning, and Design
 - ☐ Planning, Design, and Construction
 - ☒ Construction Only
- A.5. Grantee shall address a minimum of two critical needs for each water infrastructure type represented in the Grantee's grant proposal and as identified in the Grantee's Tennessee Infrastructure Scorecard summary or summaries ("scorecard summary"). Critical needs for each individual water infrastructure system must be addressed according to the critical needs matrix in the State's Non-Competitive Grant Manual. This includes partner, pass-through, and subrecipient systems.
- A.6. Grantee must provide verification to the State of a complete and comprehensive asset management plan (AMP) based on the schedule in the approved application for each water infrastructure system identified in the Grantee's proposal by:

- i. Certifying the AMP meets or exceeds all elements of the AMP standard template posted on the State's website at <https://www.tn.gov/environmental/arp.html>;
 - ii. Providing a copy of the capital improvement plan (sometimes referred to as a business action plan) or the Capital Improvement Needs worksheet from the state AMP template.
- A.7. Grantee shall complete a final Tennessee Infrastructure Scorecard ("Scorecard") and provide the scorecard summary for review and approval according to the approved individual project schedule for each water infrastructure system executing a project under this Grant Contract. The final Scorecard(s) shall:
 - i. Include three years of data from audited financial statements; and
 - ii. Demonstrate that a minimum of two critical needs were addressed to the standard or threshold set in the critical needs matrix, or if two critical needs were not fully met, the Grantee shall provide a justification for any critical needs not resolved.
- A.8. Grantee shall provide all reports required of pass-through entities and subrecipients according to the US Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds to the State in a timely manner as determined by the State.
- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - i. This Grant Contract document with any attachments or exhibits;
 - ii. Grantee's application packet, which includes the grant proposal, incorporated to elaborate supplementary scope of services specifications; and
 - iii. The State's Non-Competitive Grant Manual as updated on 4/18/2020. The manual can be downloaded at <https://www.tn.gov/environment/arp.html>.
- A.10. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, incorporated in this Grant Contract.
- A.11. The Grantee may submit to the State a written request to amend an individual project schedule, which the State may, but is not required to, approve. The written request to amend the individual project schedule must be submitted to the State no less than 60 days prior to the earliest milestone to be amended. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule. Failure to adhere to the project schedule established or secure an amended project schedule from the State will constitute a breach of this Grant Contract and may result in loss of all or part of the grant award.
- A.12. **Investigation and Planning** (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation and Planning project identified in the grant proposal according to each individual project schedule.

 - i. Engineering agreement(s) for all individual projects for review and approval no later than 60 days after Grant Contract award.
 - ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued compliance order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide

an approved corrective action plan (CAP) and verification the system is on schedule with the CAP.

- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a preliminary engineering report (PER) or facilities plan (FP) for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.

A.13. Investigation, Planning, and Design (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Investigation, Planning, and Design project identified in the grant proposal according to each individual project schedule.

- i. Engineering agreement for all individual projects to the State for review and approval no later than 60 days after Grant Contract award.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must provide an approved CAP, complete any reports, manuals, or construction documents as outlined in the CAP, and verification the system is on schedule with an approved CAP.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must provide an aging infrastructure replacement or demand reduction plan for review and approval.
- v. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vi. Grantee shall develop a PER or FP for every individual project (including stormwater) identified according to the State's "Design Criteria for Review of Sewage Works Construction Plans and Documents".

- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. Grantee shall develop plans and specifications for every individual project. The Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.

A.14. Planning, Design, and Construction (applicable only if checked in A.4)

Grantee shall submit to the State the following deliverables or complete the following actions for each individual Planning, Design, and Construction project identified in the grant proposal according to each individual project schedule. Grantee is not required to proceed to construction for every individual project listed in the Grantee's proposal so long as each water infrastructure system identified in the proposal as executing a Planning, Design, and Construction award type with critical needs identified in A.5. include a construction component or demonstrate the terms of this Grant Contract can be met with a combination of funding sources or without the use of this grant funding.

- i. Grantee may only proceed to construction for individual projects identified for construction in the grant proposal.
- ii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:
 - a. Provide an approved corrective action plan/engineering report (CAP/ER);
 - b. Provide reports, manuals, or construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iii. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide a water loss control plan or inflow and infiltration reduction and elimination plan, as appropriate, for review and approval prior to approval of plans and specifications; and
 - i. Verify at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - ii. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- iv. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide an aging infrastructure replacement or demand reduction plan for review and approval; and

- i. Verify at least 25% of the project's construction budget is dedicated to asset replacement; or
- ii. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.

If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.

- v. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- vi. Grantee shall submit plans and specifications for every individual project. Grantee shall submit plans and specifications for review and approval only after the State has approved the PER or FP.
- vii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- viii. Grantee shall provide written notification to the State within 30 days of actual facility initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- ix. Grantee shall submit an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.

A.15. Construction Only (applicable only if checked in A.4.)

Grantee shall submit to the State the following deliverables or complete the following actions for each Construction Only project identified in the grant proposal according to each individual project schedule.

- i. ☐ Standard construction-only projects are complex in nature and require substantive review, approval, and may require modification to existing state or federal permits.
- ii. ☒ Streamlined construction-only projects focus solely on critical needs and have minimal resource impacts. These projects also must meet the following criteria:
 - a. Must focus on upgrading, expanding, and/or rehabilitating existing water infrastructure identified in a Scorecard with existing critical needs;
 - b. Can be covered under a general Aquatic Resource Alteration Permit (ARAP);
 - c. Does not need coverage under a construction general permit; and
 - d. Does not require the submission and approval of plans and specifications by the Division of Water Resources of the State.
- iii. All drinking water and wastewater infrastructure systems included in a project covered by this Grant Contract must address any issues with significant non-compliance as identified in an open, State-issued order or the Compliance module of the Scorecard based on the approved individual project schedule. Systems in significant non-compliance must:

- a. Provide an approved Corrective Action Plan/Engineering Report (CAP/ER);
 - b. Provide reports, manuals, and construction documents as required by the CAP/ER and according to CAP/ER schedule;
 - c. Complete a construction budget with a schedule that demonstrates all actions outlined in the CAP/ER will be complete to the maximum extent possible; and
 - d. Provide verification the system is on schedule to complete all required actions outlined in the approved CAP/ER.
- iv. When excessive drinking water loss or wastewater inflow and infiltration are one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated towards reducing water loss or inflow and infiltration; or
 - b. Demonstrate a reduction of losses or excess below the thresholds established in the critical needs matrix.
- v. When modernization is one of the two minimum critical needs being addressed in A.5., the Grantee must:
 - a. Provide verification at least 25% of the project's construction budget is dedicated to asset replacement; or
 - b. Demonstrate a reduction of plant demand or increase in plant capacity such that capacity will not meet or exceed 80% for at least five years.
- vi. If Grantee proposes a stormwater infrastructure project, the Grantee must provide a digital storm sewer system-wide map and a comprehensive stormwater management plan for review and approval.
- vii. Grantee shall submit a plan of operations for every individual project where a new facility is planned or expansion or upgrades to an existing facility is planned.
- viii. A certifying letter (Site Certification) stating all property, easements, and rights-of-way necessary to construct the project are owned or, in the case of a right-of-way, is permitted for use by the Grantee 30 days prior to the construction start date.
- ix. Grantee shall provide written notification to the State within 30 days of actual initiation of operation to schedule an operation and maintenance inspection and final inspection with the State.
- x. Grantee shall develop an operation and maintenance manual for any new, upgraded, or expanded facility at the time of initiation of operations.
- xi. The Grantee must not proceed to construction until all plans and specifications are approved by the State. No planning is authorized during the grant contract for all individual projects identified as construction-only projects in the grant proposal. Critical needs identified in A.5. must include a construction component or demonstrate the terms of this contract can be met with a combination of funding sources or without the use of this grant funding.
- xii. The Grantee or other appropriate party on behalf of Grantee, must secure all appropriate permits within 120 days of the issuance of this Grant Contract.

General Terms for All Construction Projects

- A.16. Grantee, is obligated to determine the presence of water resources within the project area of interest. Grantee, or its designee, shall submit to the State for review and approval any hydrologic determinations, wetland delineations, or verify no such resources exist within the area of interest. The Grantee must secure all applicable state and federal permits as needed.
- A.17. If Grantee is implementing a construction project requiring an individual ARAP for stream or wetland restoration or large-scale stream bank stabilization, Grantee must refer to the State of Tennessee's Stream Mitigation Guidelines for information on pre- and post-project assessment. Further, if Grantee is implementing a stream restoration or bank stabilization project, Grantee must submit a pre- and post-project stream assessment to demonstrate functional lift through completing the Tennessee Stream Quantification Tool. The State may require three to five years of monitoring for stream and wetland restoration and bank stabilization projects. Grantee must submit a final stream or wetland assessment according to the approved individual project schedule.
- A.18. Projects and activities that result in impacts to water resources and are required to be offset through stream or wetland compensatory mitigation are prohibited.
- A.19. If Grantee's project(s) will occur in areas with known or likely habitat of species that are state or federally listed as threatened, endangered, deemed in need of management, or species of special concern, Grantee must coordinate with the Tennessee Wildlife Resources Agency (TWRA) and the State's Division of Natural Areas (DNA) to determine if any special conditions are required to avoid or minimize harm, or both, to the listed species or their habitat. Grantee must also comply with Section 7 and Section 10 of the Endangered Species Act and seek authorization from the United States Fish and Wildlife Service (USFWS) prior to disturbing areas with potentially federally listed species. Grantee must submit all applicable coordination and authorization letters from TWRA, DNA, and USFWS, prior to commencing construction.
- A.20. Prior to awarding a construction contract, the Grantee must submit a construction bid package to the State for review and approval.
- A.21. The State will issue a notice to the Grantee of the ability to award contracts after the submission, review, and approval of a complete bid package. The notice to proceed may be issued by the Grantee upon receipt of bid package approval, unless the State requires a pre-construction conference (PCC) or any applicable permits are still pending issuance. If a PCC is required, the Grantee shall work with the State to schedule the PCC within 30 days of bid package approval. The Grantee shall submit to the State a copy of the signed construction contracts no later than 30 days after the bid package approval or PCC if required. All contracts must be bound, fully executed, and submitted to the State along with the notice to proceed.
- A.22. The actual construction start date shall occur no later than 120 days after the bid package has been approved by the State.
- A.23. Grantee shall post acknowledgement signage in compliance with guidance issued by the State during the term of any project that is construction only or planning, design, and construction with a project award budget of \$150,000 or more.
- A.24. During project construction the Grantee shall cause to be conducted at least monthly inspections by qualified inspectors to ensure the project complies with approved plans and specifications. Monthly inspection reports shall be submitted to the State on a quarterly basis. The State will conduct interim inspections to determine compliance with approved plans and specifications and Grant Contract compliance as appropriate.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on March 3, 2021 ("Effective Date") and ending on September 30, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is March 3, 2021.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Nine Hundred Nine Thousand Twenty-One Dollars and Eighty-Five Cents (\$1,909,021.85) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant

Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

As required by 2 CFR 200.305(b), the Grantee must draw funds only for the minimum amounts needed for actual and immediate requirements to pay employees, contractors, subrecipients, or to satisfy other obligations for allowable costs under this Grant Contract.

- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Vena Jones
312 Rosa L. Parks Avenue
12th floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Environment and Conservation & Division of Water Resources.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for allowable, actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the

Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.

- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. The Grant Budget specifies a grantee match requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a grantee match requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a match requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
- b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to Subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- c. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- d. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in

accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under the Grant Contract in a timely or proper manner, or if the Grantee violates any term(s) of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payment in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee. Specifically, the Grantee shall be liable to the State for the full amount paid by the State to the Grantee under this Grant Contract if the Grantee fails to fully meet the requirements of the Scope of Services.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. 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.
- D.7. 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 subrecipients 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.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Vena Jones & Environmental Consultant 3
Tennessee Department of Environment and Conservation, Division of Water Resources
312 Rosa L. Parks Avenue, Nashville, TN 37243
TDEC.ARP@tn.gov
Telephone # 615-898-9499

The Grantee:

Rusty Tinnin, Mayor
City of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072
rtinnin@goodlettsville.gov
Telephone # (615) 851-2200

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. 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.

- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. 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.
- D.13. 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, Department of Environment and Conservation." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. 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.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C, Parent Child Information document.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The State may reimburse the Grantee for a reasonably proportionate share of the costs of audits required by and performed in accordance with the "Single Audit Act Amendments of 1996" as

provided in 2 CFR § 200.425. A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 CFR §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event

continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Reserved

D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall ensure that Grantee or the owner of each individual project, if not the Grantee, takes legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract for that project, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee or other project owner pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created

pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased by Grantee totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased by Grantee with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased by Grantee with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Contracts between the Grantee and individual project owners awarding Grant funds shall contain the requirements of this section relative to all equipment and motor vehicles purchased by project owners totally or in part with funds provided under this Grant Contract and Grantee shall ensure that individual project owners comply with such requirements.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee or other project owner, shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management

and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals

or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 CFR § 170.315, “Executive” means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee’s preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee’s failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.4. Transfer of Grantee’s Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 CFR § 60-1.4 as that section is amended from time to time during the term.

E.6. Davis-Bacon Act and Copeland Anti-Kickback Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term for all individual projects totaling \$10,000,000 or greater.

- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 *et seq.*, as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the State, U.S. Department of Treasury, and the Region 4 Office of the Environmental Protection Agency.
- E.9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, “covered telecommunications equipment” is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.10. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Grantee should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF,

CITY OF GOODLETTSVILLE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: March 3, 2021		END: September 30, 2026		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$36,619.99	\$48,380.01	\$85,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$1,872,401.86	\$2,473,698.14	\$4,346,100.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)			
25	GRAND TOTAL	\$1,909,021.85	\$2,522,078.15	\$4,431,100.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant Administration	\$36,619.99
TOTAL	\$36,619.99

CAPITAL PURCHASE	AMOUNT
WW-COStr-1 Construction	\$1,809,458.55
WW-COStr-1 Inspection	\$28,003.53
WW-COStr-1 Construction Admin	\$34,939.78
TOTAL	\$1,872,401.86

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number	
Federal Award Identification Number (FAIN)	20-1892-0-1-806
Federal award date	
CFDA number and name	21.027
Grant contract's begin date	March 3, 2021
Grant contract's end date	September 30, 2026
Amount of federal funds obligated by this grant contract	
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Name of federal awarding agency	
Name and contact information for the federal awarding official	United States Department of the Treasury Attn: State and Local Fiscal Recovery Funds 1500 Pennsylvania Avenue NW, Washington, DC 20220 SLFRP@treasury.gov 202-622-6415 Website: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 CFR §200.331 for information on type of indirect cost rate)	

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 0000002859

Is City of Goodlettsville a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Goodlettsville a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 23-1136

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ON-CALL ENGINEERING SERVICES

PRESENTD BY: Tim Ellis City Manager

Agenda Item: Resolution 23-1136

Dept. of Origin: Public Works

For Agenda of: May 11, 2023

Originator: Tim Ellis

Cost of Item: Dependent on Utilization of Services

AGENDA ITEM ATTACHMENTS:

Resolution 23-1136

Exhibit I Contract

SUMMARY STATEMENT:

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ON-CALL ENGINEERING SERVICES

FINANCIAL SUMMARY:

Dependent on Utilization of Services

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1136.

RESOLUTION NO. 23-1136

A RESOLUTION TO APPROVING AN AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND KIMLEY HORN AND ASSOCIATES, INCORPORATED AS IT RELATES TO ON-CALL ENGINEERING SERVICES.

WHEREAS, the City of Goodlettsville often needs professional engineering services as it relates to its traffic infrastructure; and

WHEREAS, Kimley Horn and Associates, Incorporated has been deemed the most qualified for providing such services; and

WHEREAS, the need to enter into an engineering and architectural agreement between the City of Goodlettsville and Kimley Horn and Associates exists.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT AN AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INCORPORATED FOR ON-CALL ENGINEERING SERVICES IS APPROVED AS FOLLOWS:

SECTION 1. Approve agreement with Kimley Horn and Associates as documented as Exhibit number 1 of this Resolution, as it relates to on-call engineering services.

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. The City Manager is hereby authorized to execute any and all documents associated with this approval.

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

MAYOR RUSTY TINNIN

CITY RECORDER

Adopted: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



April 7, 2023

Mr. Tim Ellis
City Manager
City of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072

**RE: Professional Services Agreement
On-Call Engineering Services
Goodlettsville, Tennessee**

Dear Mr. Ellis:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Goodlettsville ("the Client") for professional consulting services for the above referenced project.

SCOPE OF SERVICES

It is our understanding that the City of Goodlettsville would like to retain the services of a consulting engineer to provide various engineering services for the City Public Works Department and Community Development Service Department. The Consultant shall provide the necessary and appropriate professional engineering services on an "as needed" basis for the following typical assignments: transportation planning and traffic engineering, pre-construction/construction services, review of engineering drawings and plats and miscellaneous engineering review, design and drafting services.

It is the intent of the City of Goodlettsville and the Consultant that the Consultant act as an independent advisor and consultant to the City, undertaking appropriate actions, studies and / or investigations and providing information and advice for the agreed upon scope concerning each task assigned to the Consultant. In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality.

The tasks below describe the general types of services to be provided by the Consultant during the term of this agreement. These descriptions are not intended to be an all-inclusive list, nor are they intended to imply that other tasks may not be requested in this agreement upon mutual agreement by the parties involved. Further, this list of tasks does not imply that all of these services will necessarily be provided during the term of the agreement.

Our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Traffic and Transportation Planning and Design Services

These activities may consist of the following items:

- Review of proposed developments for traffic impacts
- Review of traffic impact studies prepared by other consultants
- Development of transportation related improvement recommendations
- Traffic signal designs
- Traffic control plans
- Traffic calming
- Signing and marking plans
- Roadway design
 - Geometric improvements
 - Roadway realignment
 - Roadway widening
 - Roadway drainage improvements
- Meetings and presentations to citizens groups, the Planning Commission, and Board of Commissioners as requested.

If written reports are required, they shall consist of analyses of existing conditions and recommendations of improvements that will be needed to accommodate future conditions should the projects be completed as planned.

This task may consist of performing various traffic operations evaluations and studies and the development and implementation of solutions to traffic flow problems. This task may consist of such items ranging from performing local area studies to conducting traffic counts and measuring sight distance to adjusting traffic signal timings. Other tasks may include the preparation of construction plans for traffic engineering related projects, such as traffic signal installations and modifications, the installation and modification of pavement markings, the installation and modification of traffic signing, and other projects as deemed appropriate. The preparation of corridor or area traffic studies, preparation of air quality evaluations, the preparation of roadway alignment studies and the preparation of other special studies as determined necessary may also be include in this task.

Kimley-Horn will assist the City with activities associated with the Tennessee Department of Transportation (TDOT) that may consist of plan review, preparation for meetings, data acquisition, reports, presentations and follow-up activities.

Task 2 – Miscellaneous Engineering Review, Design and Drafting Services

This task may contain general civil engineering services as requested by the City. These services may consist of, but are not limited to the following:

- Review and editing of the City's design standards, specifications, and subdivision / zoning regulations related to engineering design
- Assistance with Capital Improvement Program (CIP) project scoping, estimating, cost-benefit analysis, and budgeting
- Staff, Board, and Commission presentations
- Staff training

Task 3 – Engineering Plans and Plat Review

This task consists of the review of civil engineering design drawings submitted to the City for Planning Commission or Board of Zoning and Sign Appeals approval. The review will contain site design drawings related to City Zoning Code and Subdivision Regulations, storm water drainage systems, erosion control, streets and pavement design, traffic access, circulation and parking, and related construction details. Activities associated with this task may also consist of site visits, input related to other site features such as lighting and signage, zoning and land use compliance, and both on-site and off-site impacts.

In addition, Kimley-Horn may attend staff review meetings, Planning Commission meetings, Board of Commissioner and Board of Zoning and Sign Appeals meetings on an as-needed basis.

Task 4 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services and will be performed at our then current hourly rates.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project as it related to the assigned task.

SCHEDULE

Given a notice to proceed and contract execution, Kimley-Horn will complete the services as expeditiously as practicable based upon a schedule to be mutually determined for each assigned task or work order.

FEE AND BILLING

Kimley-Horn will perform the services as requested by the Client and as described in the above scope of services on a labor fee plus expense basis. Labor fee will be billed according to the attached rate schedule, which is subject to annual adjustment on July 1st of each year. Annual adjustment will be discussed with the Client and agreed upon for each new year (July 1st through June 30th of the following year). Direct reimbursable expenses such as professional subconsultants, suppliers, vendors, express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

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, Tennessee**.

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 provide the following information:

_____ Please email all invoices to _____

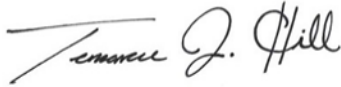
_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Terrance Q. Hill, PE
Project Manager



Christopher D. Rhodes, PE
Vice President

Attachment – Standard Provisions

Agreed to this 07th day of April, 2023.

CITY OF GOODLETTSVILLE, TENNESSEE
A Municipal Government

Signed: _____

(Date)

(Print or Type Name and Title)

KIMLEY-HORN AND ASSOCIATES, INC.

HOURLY RATE SCHEDULE
(Effective through June 30, 2024)

Classification	Rate
Analyst	\$130 - \$175
Professional	\$170 - \$225
Senior Professional I	\$220 - \$300
Senior Professional II	\$290 - \$320
Senior Technical Support	\$140 - \$230
Support Staff	\$100 - \$125
Technical Support	\$120 - \$155

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 10% mark-up, or per the Contract

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn'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 Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - 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 Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn 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 Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn 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 Kimley-Horn 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 Kimley-Horn's transmittal of its invoice, Kimley-Horn 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 Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn 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 Kimley-Horn 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 Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn 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 Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn 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 Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn 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 Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn 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 Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn 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. Kimley-Horn 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. Kimley-Horn'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. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn'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 Kimley-Horn's performance of services, and it is agreed that Kimley-Horn 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 Kimley-Horn, 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 Kimley-Horn and Kimley-Horn'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 Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn 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 Kimley-Horn.

- 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 Kimley-Horn 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. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn 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 Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn 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.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn 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 Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn'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 Kimley-Horn. Kimley-Horn 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. Kimley-Horn 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 Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn 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 Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. 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 Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn 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 Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn 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 Kimley-Horn. If Client requires Kimley-Horn 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 Kimley-Horn 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.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 23-1137 A resolution approving a contract between the City of Goodlettsville and The Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection services as it relates to Traffic Signal Upgrades funded through a CMAQ (Congestion Mitigation and Air Quality) Grant. (Project 132638.00). <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 23-1137 Dept. of Origin: Administration For Agenda of: May 11, 2023 Originator: Tim Ellis Cost of Item: \$314,500 – 100% funded through the Congestion Mitigation and Air Quality Grant
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AGENDA ITEM ATTACHMENTS:

- Resolution 23-1137
- Contract

SUMMARY STATEMENT:

A resolution approving a contract between the City of Goodlettsville and The Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection services as it relates to Traffic Signal Upgrades funded through a CMAQ (Congestion Mitigation and Air Quality) Grant. (Project 132638.00).

FINANCIAL SUMMARY:

\$314,500 – 100% funded through the Congestion Mitigation and Air Quality Grant

RECOMMENDED ACTION:

Staff recommends approval of Resolution 23-1137.

RESOLUTION 23-1137

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND THE CORRADINO GROUP, INCORPORATED FOR THE PURPOSE OF PROVIDING CONSTRUCTION ENGINEERING INSPECTION SERVICES AS IT RELATES TO TRAFFIC SIGNAL UPGRADES FUNDED THROUGH A CMAQ (CONGESTION MITIGATION AND AIR QUALITY) GRANT. (PROJECT 132638.00)

WHEREAS, the City of Goodlettsville is the grantee of a federal Congestion Mitigation and Air Quality (CMAQ) grant administered under contract with the City by the Tennessee Department of Transportation (TDOT); and

WHEREAS, proceeds from the grant will be used by the City for traffic flow improvements, traffic signal upgrades, and traffic signal coordination along the Long Hollow Pike, Main Street, US 31 & 41 corridors, and

WHEREAS, as required by contract, a designated Construction Engineering Inspection firm must be employed to provide said services for the aforementioned project; and

WHEREAS, the City of Goodlettsville, Tennessee has publicly advertised proposals from Tennessee Department of Transportation pre-qualified engineering firms; and

WHEREAS, it has been determined that The Corradino Group, Incorporated is the best qualified firm to provide said services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Goodlettsville approves the execution of a professional engineering contract between the City of Goodlettsville, Tennessee and The Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection Services and recognized as Exhibit I of this Resolution and that the City Manager is authorized to execute any and all documents associated with the contract.

Date Adopted: May 11, 2023

Mayor Rusty Tinnin

Attest:

City Recorder

Approved as to form and legality

City Attorney

**AGREEMENT FOR CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES**

THIS AGREEMENT, made and entered into as of the ____ day of May 2023 by and between **the City of Goodlettsville, Tennessee** (hereinafter referred to as "**The City**") and The Corradino Group, Inc., a corporation organized and existing under the laws of the State of Kentucky 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 defects 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 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 and economic and consequential damages) asserted by third parties against City to the extent arising from liability caused in whole or in part by 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 successfully 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:

The Corradino Group, Inc.

Gerald Bolden, PE, PTOE

Vice President

377 Riverside Drive

Suite 410

Franklin, TN 37064

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.

By: Gerald Bolden

Vice President

5/5/2023

The City of Goodlettsville

By: _____

Attachment A - Scope of Work

Traffic Flow Improvements and Traffic Signal Upgrades – Phase IV CEI (PIN 132638.00)

City of Goodlettsville

May 5, 2023

Project Understanding

The Corradino Group (Corradino) understands this project will consist of serving as the City's representative and provide Construction Engineering and Inspection (CEI) services throughout the life of the contract to effectively monitor and oversee construction of the project as defined by the plans and specifications for Traffic Flow Improvements and Traffic Signal Upgrades – Phase IV (PIN 132638.00) to improve three main corridors; Long Hollow Pike (SR-174) Conference Drive, and Main Street (SR-11/US31W/US41). The proposed project will build upon improvements completed or proposed in Phases I, II, and III. Improvements vary by intersection but are estimated to include the following; reconstruction of two intersections to mast arms, installing battery back-ups, flashing yellow arrows, new signal heads, new cabinets and controllers, wireless interconnect, and video detection. ADA compliant curb ramps, audible/vibrotactile pedestrian pushbuttons, countdown pedestrian signal heads, crosswalks and appropriate pedestrian signage will also be installed. After the proposed signal system is complete, coordinated signal timings will be developed and implemented for the corridor.

The project limits for Long Hollow Pike extend from Main Street east to Madison Creek Road for a distance of approximately 2.47 miles. The project limits along Conference Drive extends from Vietnam Veterans Boulevard (SR-386) north to Long Hollow Pike for a distance of approximately 1.30 miles, Main Street/Dickerson Pike's limits are from Dry Creek Road to Williamson Road, approximately 4.29 miles. The estimated intersections are;

1. Dickerson Pike (SR-11/US-31W/US-41) at Dry Creek Road
2. Main Street (SR-11/US-31W/US-41) at Rivergate Parkway
3. Main Street (SR-11/US-31W/US-41) at Memorial Drive
4. Main Street (SR-11/US-31W/US-41) at Long Hollow Pike (SR-174)
5. Dickerson Pike (SR-11/US-31W/US-41) at Old Springfield Pike
6. Springfield Highway (SR-11/US-31W/US-41) at Williamson Road
7. I-65 at Louisville Hwy (SR-4/US-31W)
8. Long Hollow Pike (SR-174) at Cartwright Street
9. Long Hollow Pike (SR-174) at Cartwright Street
10. Long Hollow Pike (SR-174) at Cartwright Street
11. Long Hollow Pike (SR-174) at Cartwright Street
12. Long Hollow Pike (SR-174) at Cartwright Street
13. Long Hollow Pike (SR-174) at Cartwright Street
14. Long Hollow Pike (SR-174) at Cartwright Street
15. Long Hollow Pike (SR-174) at Cartwright Street
16. Conference Drive at Vietnam Veterans Boulevard (SR-386)
17. Conference Drive at Mission Ridge
18. Conference Drive at Windsor Green Boulevard
19. Conference Drive at Northcreek Boulevard

Corradino's CEI experience with similar type projects estimates the work involved amounts to a contract duration of approximately 10.5-months; estimating nine (9) months for construction, approximately two (2) weeks for pre-construction activity, and approximately one month for post-construction/project close-out. Corradino recognizes it is not necessary to be on-site if the Contractor is not working that day. The following CEI tasks and estimated manday fee proposal are based on a nine (9) month construction calendar. (Procurement time to acquire materials for items such as signal poles, cabinets, controllers, etc., are not estimated into the construction duration.)

All inspection and documentation shall be as outlined in the TDOT Proposed Scope of Work for CEI and per Local Programs Development Office guidelines. Contract terms are understood to be Lump Sum based upon the project limits, construction activity, and current TDOT guidelines as of the date of this scope of work.

Given the current state of the local and global economy, material delays may affect the project schedule as of this date. Corradino understands construction activity may need to be monitored closely to prevent needless costs to the City while no work is being performed.

Task 1 – Project Management and Administration

Project management and administration is a continuous task that will be performed for the duration of this contract. This task includes monitoring, coordinating, facilitating, scheduling, and documenting all project task.

Each month during the contract, Corradino will prepare and submit a monthly invoice and status report covering work progress and contract fulfillment.

After receipt of the notice-to-proceed, Corradino will conduct a project kick-off meeting with City staff. This meeting will include the following topics:

- Key project staff
- Communications protocol
- Project schedule
- Invoicing
- Monthly progress meetings and reports
- Data and information needs

Once the project is underway, Corradino will provide monthly status reports to the City's Project Manager (PM) and conduct monthly progress meetings with City staff, as necessary. These meetings will include a status update, anticipated next phases of work to be completed, and discussion on any critical items/issues and/or potential issues identified during project development.

Corradino will prepare the agenda for all meetings and provide all necessary materials and handouts for discussion. At the conclusion of each meeting, Corradino will prepare meeting minutes and a cumulative list of "action items" developed for assignment to the appropriate party. These items will be distributed to the attendees and other appropriate stakeholders within five (5) working days following the meeting. All deliverables included within this task will be provided in .pdf format.

Task 2 – TDOT Local Programs Reporting & Coordination

Throughout the project, Corradino will provide continuous coordination with TDOT Local Programs Development Office (LPDO) and will provide all documentation and reporting as outlined in the TDOT LPDO Local Government Guidelines. This includes completion of all required forms to move the project from construction to project close-out.

As needed, Corradino will meet with TDOT LPDO staff to review the project status, address any issues or provide documentation to move the project forward. Also, as necessary, Corradino will provide coordination with FHWA Division staff. This may include meetings or teleconferences.

Task 3 – Construction Engineering and Inspection (CEI)

Corradino will provide CEI services as outlined in the following sections. Based on discussions with the City, Corradino will provide an inspection team consisting of a Project Manager, full-time inspector, and an as-needed Project Engineer for the project. Corradino will coordinate throughout the construction phase with the City accordingly. The inspector will not be required to be on-site during periods when the contractor is inactive.

A. Pre-Construction Conference

Corradino will prepare for and conduct the Pre-Construction Conference; address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions; and prepare and distribute detailed minutes of the meeting. Corradino recommends *Erosion Control* and *Utility Coordination* conferences prior to commencing activities to discuss scheduling and operations for these specific items. Meetings for the Erosion Control and Utility Coordination have not been estimated and would be performed under additional services. This work has not been included in the manday fee proposal and would be considered additional services.

B. Project Administration

Corradino will provide project administration and coordinate with the assigned TDOT Project Supervisor; prepare for and attend, when requested, any periodic or in-depth FHWA inspections that may be conducted on the project related to project work, progress or records; prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc.; monitor Contractor's hours worked on the project and justify need for overtime; obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

C. Provide Construction Inspection Technical Support

Corradino will provide qualified personnel for inspection of the project during the construction phase to oversee the Contractor's activities.

D. Supplemental Agreements – Construction Change Orders

Through coordination with the City's inspection team, if the Contractor request a change order, Corradino will review any Supplemental Agreements/Construction Changes; Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible; Coordinate acceptance of prices with the City and TDOT; Prepare the Supplemental Agreement/Construction Change and submit to the City for final review and submittal for processing; Submit and coordinate with TDOT.

E. Quality Assurance, Testing for Acceptance and Training

Corradino will assist and coordinate to monitor and provide materials testing in the field as defined by TDOT LPDO and specifications. Any certifications of material submitted by the contractor will be reviewed by Corradino for conformity to the Plans and Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the Department. Corradino will coordinate with the contractor and the City's Engineer (Kimley-Horn) testing of the traffic system. All system testing will be managed and performed by the City's Engineer per its scope of work dated October 22, 2021, which we assume includes testing of cabinets, controllers, software (central and/or vendor specific), and any other electronic related traffic equipment requiring testing and/or prior acceptance.

F. Progress Payments

Corradino will document and assemble accurate quantities for Monthly Progress Payments to the Contractor from actual project field records. The quantities for payment will be referenced to field records prior to submission for payment. All pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. The Estimate "cut-off" will be the 15th of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment.

G. Distribution of Correspondence

Corradino will maintain a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. The correspondence will be submitted with the project Final Records.

H. Inspection of Work

Corradino's inspection team ensure completion of the following tasks:

1. Provide inspection services for conformance to Plans and Specifications for all items that are being incorporated into the project. Corradino will measure and record all quantities for payment and provide daily reports to the City. These daily reports will be provided at a minimum of weekly. The daily records will be recorded on a standard form (field book) and/or on field inspection forms.
2. Check traffic control daily, and additionally as required.
3. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on standard forms and provide to the City.
4. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field.
5. Prepare an accurate daily diary, signed by the inspector, consisting of:
 - A record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Orders given the contractor
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.

- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged.
 - Equipment arriving or leaving the project, idle equipment.
 - Any other details that may be important later in the project life.
6. Review shop drawings and/or submittals and evaluate for compliance.
 7. Collect all material certifications (T2 Forms).

Corradino understands that the City does not expect Corradino to be on-site for the entire work day if no work is being performed.

I. Contractor's Payrolls, Employee Interviews and Contract Compliance:

Corradino will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract; Notify the prime contractor of late payrolls and request immediate submission; Notify the City prior to withholding payments; Conduct employee interviews and compare to the submitted payrolls for accuracy; Notify the contractor of inaccuracies and resolve discrepancies.

J. Reports

There are numerous reports, documents, etc., that must be generated in the process of contract administration. Corradino will maintain either electronic or paper copies of all reports in compliance with TDOT's Standard Operating Procedures and LPDO Guidelines.

K. Final Records

Corradino will submit a compilation of project records as well as all project documentation to the City. Corradino will make any corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time and submit all final forms (CC3, etc.) with the final records.

Task 4 – Utility Coordination & Conflict Resolution

Corradino will manage the Contractor to ensure all utilities are appropriately notified. The Contractor is responsible for coordinating any relocations directly with affected utilities and ensuring the proposed construction does not impact utilities in the area. In the event that conflicts arise, Corradino will work with the City of Goodlettsville and/or other parties (Contractor, respective utility, etc.) to make adequate field adjustments. In the event if plans revision(s) are deemed necessary, Corradino will coordinate to resolve the situation with the City's Engineer to help reduce delays. These situations will be handled on a case-by-case basis.

Task 5 – As-Built Development

Corradino will prepare red-line as-built plans documents showing the location of constructed improvements that may have been altered or adjusted in the field. Corradino will prepare mark-ups of .pdf plan documents to verify and/or confirm all work completed. A mark-up of Final As-built plans will be delivered to the City for its files upon completion of the project.

Task 6 – QA/QC Review and Constructability

Prior to bidding the project, Corradino will initiate a thorough review of the project design and plans documents. A quality assurance review will check for any errors and/or inconsistencies in the plans that could lead to additional project costs and/or delays in the construction schedule. Corradino will also perform a constructability review to identify potential conflicts and/or hazards in order to prevent issues

that would normally arise in the field during construction. By identifying these pitfalls prior to construction, the Corradino is able to assist the City to eliminate unnecessary costs and delays to the project, thereby providing an overall cost savings. Information from these reviews will be discussed with the City and the Engineer for modifying the project design and/or documents.

Attachment B - Estimated Manday Fee

Goodlettsville - Traffic Flow Improvements & Traffic Signal Upgrades

Phase IV - CEI Services

May 5, 2023

PIN 132638.00

TASK DESCRIPTION	Resource	Project Manager	Inspector/Project Engineer	Sr. Inspector	TASK HOURS	ESTIMATED HOURS
CONSTRUCTION ADMINISTRATION						
1. PROJECT MANAGEMENT & ADMINISTRATION		80		120		200
10 month duration - assumes 1 day/mo PM, 1.5 day/mo Inspector for project management, misc coord with City, process contractor invoice, etc.)						
2. CONSTRUCTION ENGINEERING & INSPECTION		144	160	1620		1924
(assumes 2 day/month PM; 5 day/wk Inspector @ 9 hr/day) (9 mo construction duration)						
3. UTILITY COORDINATION & CONFLICT RESOLUTION			96			96
4. QA/QC REVIEW				76		76
(assumes 4 hr/intersection @ 19 intersections)						
Total Manhours		224	256	1816		2296
% of Total Hours		10%	11%	79%		

ESTIMATED LABOR COST = \$ 308,500.00

ESTIMATED EXPENSES \$ 6,000.00

(Daily Truck Charge (\$30.25/day))

ESTIMATED TOTAL COST \$ 314,500.00