



August 26, 2021 Board of Commissioners City Hall - Massie Chambers
6:30 PM

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.
3. Approval of minutes.
 - a. Reading of the minutes of the July 22, 2021 regular meeting of the Board of Commissioners by the Recorder for approval or correction.
4. Comments from citizens.
5. Comments of the City Manager and staff.
6. Reports and comments from committees, members of the Board of Commissioners and other officers.
7. Old Business.
 - a. Consider Ordinance 21-1003, an ordinance adopting the State Certified tax rates for the City of Goodlettsville for the fiscal year July 1, 2021, thru June 30, 2022.
SECOND READING
 - b. Consider Ordinance 21-1006, an ordinance to amend the City of Goodlettsville Municipal Code Title 11, Chapter 5, Section 501, Subsection 1 by deleting subsection 1 in its entirety and replacing it with a new subsection 1 as it relates to weapons and firearms. **SECOND READING**

8. New Business.

- a. Consider Ordinance 21-1007, an ordinance to amend the Zoning Ordinance to define fence material and location requirements. **FIRST READING**
- b. Consider Ordinance 21-1008, an ordinance to amend the Zoning Ordinance to define minimum interior building dimensions for required one and two car garages. **FIRST READING**
- c. Consider Ordinance 21-1009, an ordinance to amend the City of Goodlettsville Municipal Code Title 14, Chapter 1, Section 101 by reducing the number of members of the Goodlettsville Regional Planning Commission from eleven (11) to nine (9). **FIRST READING**
- d. Consider Ordinance 21-1010, an ordinance to amend the City of Goodlettsville Municipal Code Title 9, Chapter 2, Section 204, Subsection (4) by reducing the fee for a Peddler Permit from one hundred dollars (\$100.00) to fifty dollars (\$50.00) in accordance to the Tennessee Code Annotated. **FIRST READING**
- e. Consider Ordinance 21-1011, an ordinance to amend Ordinance 13-792, being an ordinance to amend Title 12, Chapter 1, of the Goodlettsville Municipal Code, being the Standard Building Code for the City of Goodlettsville. **FIRST READING**
- f. Consider Ordinance 21-1012, an ordinance to amend the Goodlettsville Municipal Code Title 7, Chapter 1 & 2 as it relates to Fire Protection. **FIRST READING**
- g. Consider Resolution 21-998, a resolution acknowledging an application for a grant with KABOOM! for the purchase, technical design and support in constructing a play structure.
- h. Consider Resolution 21-999, a resolution to approve an Employee Leave COVID Vaccination Incentive Program for those employees who choose to be vaccinated against the COVID-19 Virus.
- i. Consider Resolution 21-1000, a resolution to approve a data sharing memorandum of Understanding between the City of Goodlettsville and Flock Group, LLC. as it relates to Flock's Technology Platform.
- j. Consider Resolution 21-1001, a resolution acknowledging the application for the Blue Cross Blue Shield Foundation's Healthy Places Grant.
- k. Consider Resolution 21-1002, a resolution approving a contract between the City of Goodlettsville and the Tennessee Department of Tourism for the purpose of marketing tourism.
- l. Consider Resolution 21-1003, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, authorizing the procurement method of competitive sealed proposals in procuring vending services and supplies.

- m. Consider Resolution 21-1004, a resolution approving the City of Goodlettsville Employee Service Recognition Program.
- n. Consider Resolution 21-1005, a resolution to approve the capital expenditure for the purchase of a new pick-up truck with a camper topper and slide out tray.
- o. Consider Resolution 21-1006, a resolution to ratify and approve the issuance of an emergency purchase order for HVAC system at the Mansker's Station Visitor Center.

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main Street – Goodlettsville, TN 37072 – 615-851-2200 – Fax 615-851-2212

www.goodlettsville.gov



Board of Commissioners

July 22, 2021

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: Zach Young.

Also Present: Russell Freeman, Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, Marilee Tice, Jeff Duncan and Julie High.

Mayor Rusty Tinnin called the meeting to order. Bishop Willie Joy offered prayer and Mayor Rusty 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 absent.

Consider the minutes of the June 24, 2021 regular meeting of the Board of Commissioners. Commissioner Huffman made a motion to consider the minutes as written. Vice Mayor Duncan seconded the motion and motion passed 4-0.

Denver Schimming of 943 Old Dickerson addressed the Board regarding the four way stop sign at the corner of Old Dickerson and Dry Creek Road. He stated the four way stop sign may as well not be there as it is a daily occurrence that people run the stop sign. He said it has created a dangerous situation for the area and they need a constant and visible police presence at that corner. He also addressed the noise ordinance the board will consider on first reading. He stated the stretch of Dry Creek Road is very straight and has become a drag strip for loud vehicles. He said he and his wife have to cover their ears when they sit outside and it happens every day of the week. He said the noise is unbearable and should be illegal. He asked the Board to support the vehicle noise ordinance on first reading.

City Manager Tim Ellis addressed the Board regarding the COVID relief funding. He stated he was informed by Eugene Hubert that the city is on the list from the Federal Department of Treasury and could qualify for 4.9 million dollars. He said this is great news for the city.

Old Business.

Consider Ordinance 21-998, an ordinance to amend Ordinance 06-674 as amended, the zoning ordinance of the City of Goodlettsville, to adopt exterior building material requirements. *THE PROPOSED ORDINANCE AND DESIGN GUIDELINES REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS*, second reading and public

hearing. Commissioner Anderson made a motion to consider Ordinance 21-998. 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 4-0 vote to approve Ordinance 21-998.

Consider Ordinance 21-999, an ordinance to amend Ordinance 11-767 as amended, the design guidelines of the City of Goodlettsville, to adopt exterior building requirements. *THE PROPOSED ORDINANCE AND DESIGN GUIDELINES REQUIRES CERTAIN MATERIALS TO BE RESTRICTED IN THE CONSTRUCTION OF BUILDINGS*, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 21-999. Commissioner Anderson seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-999.

Consider Ordinance 21-1000, an ordinance to amend the City of Goodlettsville Municipal Code Title 18, Chapter 3 by deleting Chapter 3 in its entirety and replacing it with a new Chapter 3, second reading and public hearing. Commissioner Huffman made a motion to consider Ordinance 21-1000. Commissioner Anderson seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1000.

New Business.

Consider Ordinance 21-1001, an ordinance to amend the City of Goodlettsville Municipal Code Title 15, Chapter 1, Section 114 by creating a new Subsection (4) as it relates to vehicle noise, first reading. City Manager Ellis stated the new section states, "It shall be deemed a violation of Section 114 (1) and (3) when the sound shall be plainly audible at a distance of more than 50 feet from the vehicle." Commissioner Huffman made a motion to consider Ordinance 21-1001. Commissioner Anderson seconded the motion. Commissioner Huffman stated he agrees with Mr. Schimming as he lives in this area and it is a daily occurrence where there is a lot of noise with big trucks and motorcycles. He asked where the audible for the 50 feet per vehicle came from. There was discussion. City Attorney Russell Freeman stated the 50 feet is commonly used for purposes of being able to restrict and/or enforce. He said it may be subject to argument but 50 feet is the standard starting point. City Manager Ellis stated he looked at surrounding places and 50 feet seemed to be the standard and we may have to come back later and adjust it. Commissioner Anderson stated the 50 feet may need to be stretched out as there are legal after market exhaust systems people can purchase. There was discussion. Vote was then taken which resulted in a 4-0 to approve Ordinance 21-1001.

Consider Ordinance 21-1002, an ordinance to amend Title 8, Chapter 2, entitled "Beer" of the Goodlettsville Municipal Code, first reading. City Manager Tim Ellis stated this corrects certain references to Tennessee Code Annotated, corrects an error in the maximum permit fee, it deletes a section that has created great confusion to applicants and the Beer Board regarding Special Venue Permits, allows for the sale of beer through a drive up window, and other items

amended. Commissioner Anderson made a motion to consider Ordinance 21-1002. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1002.

Consider Ordinance 21-1003, an ordinance adopting the State Certified tax rates for the City of Goodlettsville for the fiscal year July 1, 2021, thru June 30, 2022, first reading. City Manager Tim Ellis stated Davidson County would be \$.7222 and Sumner County would be \$.8066. He stated this has been presented to us by the State but we are lacking a signature from the Davidson County Tax Assessor. City Manager Ellis recommends approval and we hope to receive the signature before second reading at our next meeting. Commissioner Anderson made a motion to consider Ordinance 21-1003. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1003.

Consider Ordinance 21-1004, an ordinance to amend the City of Goodlettsville Municipal Code Title 11 by creating a new Chapter 11 as it relates to blocking sidewalks, streets, and rights-of-way, first reading. City Manager Ellis stated this addresses those that sit on sidewalks, camp on sidewalks, and lay on sidewalks. He stated he had an amendment to this to include parking of vehicles on streets, sidewalks, and public rights-of-way that cause obstruction. Commissioner Anderson made a motion to consider Ordinance 21-1004. Commissioner Huffman seconded the motion. Commissioner Huffman made a motion to amend based on the language presented in the ordinance. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 to approve the amendment to the ordinance. Commissioner Huffman made a motion to adopt Ordinance 21-1004 as amended. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1004 as amended.

Consider Ordinance 21-1005, an ordinance to amend the Hill Place Master Plan for two (2) additional residential units for a HDRPUD, High Density Residential Planned Unit Development on Brick Church Pike, first reading. Commissioner Anderson made a motion to consider Ordinance 21-1005. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1005.

Consider Ordinance 21-1006, an ordinance to amend the City of Goodlettsville Municipal Code Title 11, Chapter 5, Section 501, Subsection 1 by deleting subsection 1 in its entirety and replacing it with a new subsection 1 as it relates to weapons and firearms, first reading. City Manager Ellis states this aligns the recently adopted state statute with our local guidelines in our Municipal Code. Vice Mayor Duncan made a motion to consider Ordinance 21-1006. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1006.

Consider Resolution 21-991, a resolution of the City of Goodlettsville Board of Commissioners amending Resolution 19-881 approving a revised site plan for a limited access drive connection on Long Hollow Pike for the Publix/Caldwell Center. Property referenced as Sumner County Tax Map 143J, Group G Parcel 04.00. Property Zoning: CPUDL, Commercial Planned Unit Development Limited. Property Owner-Caldwell Properties, LLC. City Manager Ellis stated the resolution would need to be amended to refer to Seely Wallis Investment as the ownership had changed since the original resolution. Vice Mayor Duncan made a motion

to consider Resolution 21-991. Commissioner Huffman seconded the motion. Vice Mayor Duncan made a motion to amend based on the language as presented in the resolution. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve the amendment to Resolution 21-991. Vice Mayor Duncan made a motion to adopt Resolution 21-991 as amended. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-991 as amended.

Consider Resolution 21-992, a resolution to rescind Resolution 15-656 and terminate the collection of fees for criminal background checks as it relates to Beer Permit applicants. City Manager Ellis stated we are currently not permitted to collect fees to conduct a criminal background check. Within the application package, there will be a criminal background check that will be done that they will pay for by a company that we choose. Commissioner Anderson made a motion to consider Resolution 21-992. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-992.

Consider Resolution 21-993, a resolution to ratify and approve the issuance of an emergency purchase order for HVAC system at the Community Development Facility. City Manager Ellis stated Metro Nashville gave us this building and our 15 ton condenser unit and air handler went out and could not be repaired. K & J was the cheapest that could be found at that time for a total of \$23,900.00. Commissioner Anderson made a motion to consider Resolution 21-993. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-993.

Consider Resolution 21-994, a resolution to accept the Copper Creek Phase 2-6 public improvements with a one-year maintenance bond from Meritage Homes. Commissioner Anderson made a motion to consider Resolution 21-994. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-994.

Consider Resolution 21-995, a resolution of the City of Goodlettsville Board of Commissioners adopting and participating in the 2021 Sumner County, Tennessee Multi-Jurisdictional Hazard Mitigation Plan. City Manager Ellis stated this is similar to what was approved with the Davidson County Multi-Jurisdictional Plan. This would allow us to take part in federal programs if certain mitigation needed to occur. Vice Mayor Duncan made a motion to consider Resolution 21-995. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-995.

Consider Resolution 21-996, a resolution amending a contract between the City of Goodlettsville and the State of Tennessee Department of Transportation, by extending the expiration date of the contract as it relates to project number 120327.00 - Conference Drive Enhancements. City Manager Ellis stated this contract has been awarded. The work will not be completed prior to that expiration date. Commissioner Huffman made a motion to consider Resolution 21-996. Commissioner Anderson seconded the motion. Vice Mayor Duncan asked why it will not be completed on time. City Manager Ellis stated the project has not started yet. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-996.

Consider Resolution 21-997, a resolution authorizing an application for a federal COVID relief funds for transportation improvement grant (CRRSAA) through the Greater Nashville Regional Council for the purpose of sidewalk repair and enhancements. City Manager Ellis stated this is

federal COVID money that is coming through our planning region, Greater Nashville Regional Council. He also stated there is still a lot of unknown about this grant and it may prove to itself that it is not worth the effort if we are looking at a lot of engineering costs. A pre-application has been made and is non-binding. Commissioner Huffman made a motion to consider Resolution 21-997. Commissioner Anderson seconded the motion. There was additional discussion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-997.

With no further business, Vice Mayor Duncan made a motion to adjourn. Commissioner Anderson seconded the motion. The meeting adjourned at approximately 7:08pm with a 4-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 21-1003 An ordinance adopting tax rates for the City of Goodlettsville for the fiscal year July 1, 2021, thru June 30, 2022. Second Reading <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: ORDINANCE 21-1003 Dept. of Origin: Finance & Administration For Agenda of: August 26, 2021 Originator: Julie High Cost of Item: Revenues of \$5,948,000
---	--

AGENDA ITEM ATTACHMENTS:

- Ordinance 21-1003

SUMMARY STATEMENT:

This ordinance adopts a tax rate for the City of Goodlettsville. That tax rate being rate of \$.7222 in Davidson County and \$.8066 in Sumner County.

FINANCIAL SUMMARY:

Approximately \$5,948,000.00 revenues

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1003

ORDINANCE NO. 21-1003

AN ORDINANCE ADOPTING THE STATE CERTIFIED TAX RATES FOR THE CITY OF GOODLETTSVILLE FOR THE FISCAL YEAR JULY 1, 2021, THRU JUNE 30, 2022.

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

The following tax rates are hereby accepted and adopted for the fiscal year of July 1, 2021 through June 30, 2022:

- (a) Properties in Davidson County: \$0 .7222 per hundred dollars of assessed value.
- (b) Properties in Sumner County: \$0 .8066 per hundred dollars of assessed value.

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: _____
(date)

City Recorder

Passed second reading: _____
(date)

Approved as to form and legality.

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

SUBJECT TITLE: ORDINANCE 21-1006 An ordinance to amend the City of Goodlettsville Municipal Code Title 11, Chapter 5, Section 501, Subsection 1 by deleting subsection 1 in its entirety and replacing it with a new subsection 1 as it relates to weapons and firearms. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-1006 Dept. of Origin: Administration For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: None
---	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1006

SUMMARY STATEMENT:

An ordinance to amend the City of Goodlettsville Municipal Code Title 11, Chapter 5, Section 501, Subsection 1 by deleting subsection 1 in its entirety and replacing it with a new subsection 1 as it relates to weapons and firearms.

Aligns Municipal Code with State law.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1006

ORDINANCE 21-1006

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 11, CHAPTER 5, SECTION 501, SUBSECTION 1, BY DELETING SUBSECTION 1 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SUBSECTION 1 AS IT RELATES TO WEAPONS AND FIREARMS.

WHEREAS, during the 2021 Legislation Session of the Tennessee General Assembly there were certain amendments to the Tennessee Code Annotated as it relates to the carrying of guns; and

WHEREAS, there has been because of such amendments there is a need to amend the City of Goodlettsville Municipal Code in order to conform with state law.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE FOLLOWING AMENDMENTS ARE ADOPTED AS FOLLOWS:

§ Title 11 – Chapter 5 – Section 501 – Subsection (1)

(1). It shall be unlawful for any person to carry in any manner whatever, with the intent to go armed, any razor, dirk, knife, blackjack, brass knuckles, pistol, revolver, or any other dangerous weapon or instrument unless duly licensed to do so in accordance to the Tennessee Code Annotated, § 39-17-1351 or **allowed by Public Act 108 of the 112th Tennessee General Assembly.**

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

Mayor Rusty Tinnin

Passed first reading: _____
(date)

City Recorder

Passed second reading: _____

(date)

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 21-1007 An ordinance to amend the Zoning Ordinance to define fence material and location requirements. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-1007 Dept. of Origin: Planning For Agenda of: August 26, 2021 Originator: Addam McCormick Cost of Item: N/A
---	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1007

SUMMARY STATEMENT:

An ordinance to amend the Zoning Ordinance to define fence material and location requirements.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Planning Commission and Staff recommend approval of Ordinance 21-1007.

ORDINANCE 21-1007

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO DEFINE FENCE MATERIAL AND LOCATION REQUIREMENTS

WHEREAS, the City's Zoning Ordinance, intent and purpose includes regulations to protect the character and maintain the stability of residential, business, commercial, and manufacturing areas within the City and to fix reasonable standards to which structures shall conform; and,

WHEREAS, the Zoning Ordinance amendment was to define minimum fence material requirements and fence design requirements based on the location of the fence on a property including the zoning of the property with both amendment sections being needed to ensure property owners have the ability for privacy and protection that fences provide while ensuring compatibility of the fence construction with the surrounding properties and uses; and,

WHEREAS, the Goodlettsville Planning Commission at the August 2, 2021 regularly scheduled meeting voted to recommend its passage to the Board of Commissioners and discussed that the amendment is to provide minimum fence material and location requirements; and

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

SECTION 1. That Ordinance No. O6-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended Section 14-208. Supplementary District Regulations. (1)(b) Fences, Walls, and Hedges including additional sections 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 21-1007

“EXHIBIT A”

AMENDMENT 14-208 (1)(b) Fences, Walls, and Hedges

Amendments-bold

14-208. Supplementary district regulations. (b) Fences, Walls, and Hedges. Notwithstanding other provisions of this ordinance, fences, walls, and hedges may be permitted in any required yard, or along the edge of any yard except as prohibited in § 14-208(1)(a) above. In any residential district, no fence or wall shall exceed eight feet (8') in height and shall not extend past the front of the principal building. Between the front of the principal building and the street right-of-way, no **open type fence or wall** shall exceed six feet (6') in height **and solid type fence, or wall are limited to four (4) feet in height.** In commercial or industrial districts, no fence or wall shall exceed fifteen feet (15') in height and shall not extend past the front of the principal building. Between the front of the principal building and the street right-of-way, no fence or wall shall exceed six feet (6') in height. The height of such fences and walls shall be measured from the finished grade to top of the individual sections. Such sections may be measured separately and averaged. *When applicable, fences shall be constructed in compliance with the Design Guidelines. Fences shall be constructed of materials listed below:*

- *Woven wire chain link – excluding any barb wire type fencing*
- *Wrought iron or similar aluminum design*
- *Wood, vinyl, steel, or aluminum slats of no more than one (1”) inch by six (6”) inches in width hung vertically, horizontally, or diagonally between steel, wood, or vinyl posts. Unfinished fence materials and the framing members of all fences shall not be directly visible from the street on which it is located. Placement of the framing members of board fences on the outside face of the fence directly visible from the street may be approved by the Planning Department if it is determined that it enhances the architectural character of the fence. NOTE: There is no requirement to face framing members of board fences between adjoining properties that are not directly visible from the street.*
- *Masonry consisting of brick, concrete block, split-face block, dry-stack stones, or stones and mortar;*
- *Wire fencing that is secondary in nature and located on the interior side of the fence may be allowed in combination with any fence that would otherwise meet the above material requirements*
- *Any other combination of materials listed above or other materials which the Planning Department determines to be equivalent to the above in terms of quality and appearance*
- *Property line and agricultural type fencing including woven wire, single wire fence, and barb wire are only permitted in existing non-conforming installations and on properties zoned agricultural or five (5) acres or larger as permitted by the provisions of the Zoning Ordinance. The Planning Department may review a property line single wire fence not including barb wire on vacant properties less than five (5) acres to define property lines. Woven wire chain link fences including barb wire at the top of a fence constructed to meet the above material requirements may be approved by the Planning Department in industrial zoned properties when the installation is not located along a public street*



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 21-1008 An ordinance to amend the Zoning Ordinance to define minimum interior building dimensions for required one and two car garages. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-1008 Dept. of Origin: Planning For Agenda of: August 26, 2021 Originator: Addam McCormick Cost of Item: N/A
--	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1008

SUMMARY STATEMENT:

An ordinance to amend the Zoning Ordinance to define minimum interior building dimensions for required one and two car garages.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Planning Commission and Staff recommend approval of Ordinance 21-1008.

Ordinance 21-1008

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO DEFINE MINIMUM INTERIOR BUILDING DIMENSIONS FOR REQUIRED ONE AND TWO CAR GARAGES

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

WHEREAS, the City's Zoning Ordinance intent and purpose includes regulations to limit congestion in the public streets including public sidewalks and so protect the public health, safety, convenience, accessibility, and general welfare by providing for the off-street parking of motor vehicles; and,

WHEREAS, the Goodlettsville Planning Commission at the August 2, 2021 regularly scheduled meeting voted to recommend its passage to the Board of Commissioners and discussed that the amendment is to provide adequate space for the intended building use of parking vehicles in garage interiors due to issues with vehicles being parked overhanging street side sidewalks; and

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

SECTION 1. That Ordinance No. 06-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended Section 14-201 (3) Definitions including new sections (llll) and (mmmm) 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 21-1008
“EXHIBIT A”

AMENDMENT 14-201 (3) (llll) and (mmmm)

New Sections

(llll) “Garage, One Car.” A building or indoor area including four enclosing walls and exterior vehicle access door for parking or storing a motor vehicle with the minimum interior area dimensions of twelve (12’) feet width x twenty-two (22’) feet depth

(mmmm) “Garage, Two Car.” A building or indoor area including four enclosing walls and exterior vehicle access door(s) for parking or storing two (2) motor vehicles with the minimum interior area dimensions of twenty-two (22’) width x twenty-two (22’) feet depth



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1009</u> An ordinance to amend the City of Goodlettsville Municipal Code Title 14, Chapter 1, Section 101 by reducing the number of members of the Goodlettsville Regional Planning Commission from eleven (11) to nine (9). FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-1009 Dept. of Origin: Administration For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: N/A
---	---

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1009

SUMMARY STATEMENT:

An ordinance to amend the City of Goodlettsville Municipal Code Title 14, Chapter 1, Section 101 by reducing the number of members of the Goodlettsville Regional Planning Commission from eleven (11) to nine (9).

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1009.

Ordinance 21-1009

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 14, CHAPTER 1, SECTION 101 BY REDUCING THE NUMBER OF MEMBERS OF THE GOODLETTSVILLE REGIONAL PLANNING COMMISSION FROM ELEVEN (11) TO NINE (9).

WHEREAS, the City of Goodlettsville Board of Commissioners has determined that certain amendments to the City of Goodlettsville Municipal Code as it relates to number of members of the Goodlettsville Regional Planning Commission would be beneficial to the city; and

WHEREAS, the City of Goodlettsville Board of Commission desires to reduce the Goodlettsville Regional Planning Commission membership from eleven (11) members to nine (9) members.

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

Section 1: Title 14, Chapter 1, Section 101 is amended by reducing the total membership of the Goodlettsville Regional Planning Commission from Eleven (11) members to Nine (9) members.

Section 2. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed:_____

Passed:_____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1010</u> An ordinance to amend the City of Goodlettsville Municipal Code Title 9, Chapter 2, Section 204, Subsection (4) by reducing the fee for a Peddler Permit from one hundred dollars (\$100.00) to fifty dollars (\$50.00) in accordance to the Tennessee Code Annotated. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-1010 Dept. of Origin: Administration For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: N/A
---	---

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1010

SUMMARY STATEMENT:

An ordinance to amend the City of Goodlettsville Municipal Code Title 9, Chapter 2, Section 204, Subsection (4) by reducing the fee for a Peddler Permit from one hundred dollars (\$100.00) to fifty dollars (\$50.00) in accordance to the Tennessee Code Annotated.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1010.

Ordinance 21-1010

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 9, CHAPTER 2, SECTION 204, SUBSECTION (4) BY REDUCING THE FEE FOR A PEDDLER PERMIT FROM ONE HUNDRED DOLLARS (\$100.00) TO FIFTY DOLLARS (\$50.00) IN ACCORDANCE TO THE TENNESSEE CODE ANNOTATED).

WHEREAS, the City of Goodlettsville Board of Commissioners has determined that certain amendments to the City of Goodlettsville Municipal Code is needed as it relates to peddler permit fees; and

WHEREAS, the City of Goodlettsville Board of Commission desires to reduce the fees for peddler permits from one hundred dollars (\$100.00) to fifty dollars (50.00) in accordance to state law.

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

Section 1: Title 9, Chapter 2, Section 204, Subsection 4 is amended by reducing the fee for a peddler permit from one hundred dollars (\$100.00) to fifty dollars (\$50.00).

Section 2. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed:_____

Passed:_____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1011</u> An ordinance to amend Ordinance 13-792, being an ordinance to amend Title 12, Chapter 1, of the Goodlettsville Municipal Code, being the Standard Building Code for the City of Goodlettsville. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-1011 Dept. of Origin: Administration/Fire Marshal's Office For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: N/A
--	---

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1011

SUMMARY STATEMENT:

An ordinance to amend Ordinance 13-792, being an ordinance to amend Title 12, Chapter 1, of the Goodlettsville Municipal Code, being the Standard Building Code for the City of Goodlettsville.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1011.

ORDINANCE 21-1011

AN ORDINANCE TO AMEND ORDINANCE NO. 13-792, BEING AN ORDINANCE TO AMEND TITLE 12, CHAPTER 1, OF THE GOODLETTSVILLE MUNICIPAL CODE, BEING THE STANDARD BUILDING CODE FOR THE CITY OF GOODLETTSVILLE

WHEREAS, by ordinance No. 13-792, passed on second reading on February 14, 2013, the City of Goodlettsville adopted the 2012 Edition of the International Code Council (ICC) Building Code, Residential Code, Fuel Gas Code, Mechanical Code, Plumbing Code, Existing Building Code, Energy Conservation Code, Property maintenance Code, Fire Code and the ICC / ANSI A117.1-2003 (Standard on Accessible and Usable Buildings and Facilities), and

WHEREAS, all previously referenced codes and standards were adopted by reference as though fully copied in ordinance No. 13-792, and

WHEREAS, the ICC has published updated editions of the previously mentioned codes and standards and has designated them as 2018 Editions, and

WHEREAS, the best interests of the City of Goodlettsville and its citizens are served by adopting the updated versions of the previously mentioned codes and standards;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT:

1. Goodlettsville Municipal Code Section 12-101(Building code and one and two family dwelling code) is amended by deleting the existing section and substituting in its place the following:
 - a. The 2018 Edition of the ICC International Building Code.
 - b. The 2018 Edition of the ICC International Residential Code.
 - c. The 2018 Edition of the ICC International Fuel Gas Code
 - d. The 2018 Edition of the ICC International Mechanical Code
 - e. The 2018 Edition of the ICC International Plumbing Code
 - f. The 2018 Edition of the ICC International Existing Building Code
 - g. The 2018 Edition of the ICC International Property maintenance Code
 - h. The 2009 Edition of the ICC International Energy Conservation Code
 - i. The ICC / ANSI A117.1 – 2017 (Standard on Accessible and Usable Buildings and Facilities).

BE IT FURTHER ORDAINED THAT EACH CODE AND STANDARD PREVIOUSLY MENTIONED IS ADOPTED BY REFERENCE AS THOUGH FULLY COPIED HEREIN.

BE IT FURTHER RESOLVED THAT SECTION 12-102 OF THE GOODLETTSVILLE MUNICIPAL CODE IS AMENDED BY DELETING THE ENTIRE PARAGRAPH AND REPLACING IT WITH THE FOLLOWING:

Within said ICC 2018 International Building Code and the ICC 2018 International Residential Code, and any subsequent revisions or additions thereunto, when reference is made to the duties of certain officials names therein, that designated official of the City of Goodlettsville, Tennessee,

who has duties corresponding to those of the named official in said code shall be deemed to be the responsible official insofar as enforcing the provisions of said code are concerned.

BE IT FURTHER RESOLVED THAT THE 2018 INTERNATIONAL BUILDING CODE IS AMENDED WITH THE FOLLOWING STIPULATIONS:

1. Appendix I (Patio Covers) is adopted by reference.
2. Delete Section 1612 Flood Loads. (Locally adopted Flood Ordinance will be used).
3. Section 202 Definitions : added two items
 - a. NORMAL MAINTENANCE REPAIRS – shall be defined as repairs to an existing building or structure, including but not limited to exterior and interior painting, papering, and window and door maintenance, minor repairs to chimneys, stairs, porches, floor re-finishing, underpinning, and re-roofing. The replacement of roof sheathing, as well as the alteration or movement of any structural building components, **does not** fall under the purview of normal maintenance.
 - b. TEMPORARY – shall mean no longer than 90 calendar days.

BE IT FURTHER RESOLVED THAT THE 2018 INTERNATIONAL RESIDENTIAL CODE IS AMENDED WITH THE FOLLOWING STIPULATIONS:

1. Chapter 2 - Definitions : added two items
 - a. NORMAL MAINTENANCE REPAIRS – shall be defined as repairs to an existing building or structure, including but not limited to exterior and interior painting, papering, and window and door maintenance, minor repairs to chimneys, stairs, porches, floor re-finishing, underpinning, and re-roofing. The replacement of roof sheathing, as well as the alteration or movement of any structural building components, **does not** fall under the purview of normal maintenance.
 - b. TEMPORARY – shall mean no longer than 90 calendar days.

2. Table R301.2 (1)

Climatic and Geographic Design Criteria

Ground Snow Load	15 pounds
Wind speed	115 mph
Topographic effects	No
Special Wind Region	No
Windborne Debris Zone	No
Seismic Design Category	B
Subject to Damage from Weathering	Severe
Subject to Damage from frost line depth (inches)	12 inches
Subject to Damage from Termites	Moderate to Heavy
Winter Design Temp (degrees)	14 Degrees, Fahrenheit
Ice Barrier Underlayment Required	No
Flood Hazards	See City Flood Ordinance
Air Freezing Index	366
Mean Annual Temperature	59 Degrees Fahrenheit
Manual J Design Criteria Elevation (feet)	640
Latitude (Degrees North)	36
Winter Heating	14
Summer Cooling	94
Altitude Correction Factor	*
Indoor Design Temperature	70
Design Temperature Cooling	75
Heating Temperature Difference	*
Cooling Temperature Difference	*
Wind Velocity Cooling	*
Coincident Wet Bulb	74
Daily Range	M
Winter Humidity	*
Summer Humidity	*

*This value to be determined using Manual J Design criteria.

3. Section R309.3 of the 2018 Edition of the International Residential Code for one and two Family Dwellings is hereby amended by deleting Section R309.3 in its entirety. The City of Goodlettsville Adopted Flood Ordinance will be the ruling document.
Section R309.5 of the 2018 Edition of the International Residential Code for one and two Family Dwellings is hereby amended by deleting Section R309.5 in its entirety.
4. Section R313.1 of the 2018 Edition of the International Residential Code for one and two Family Dwellings is hereby amended by creating a new Section R313.1.

Section R313.1 Townhouse automatic fire sprinkler systems. A townhouse shall be considered a separate building with independent exterior walls and shall be separated by a two-hour fire-resistance rated wall assembly. A townhouse shall be built according to local and statewide adopted building codes; provided, however a fire sprinkler system shall not be required for a townhouse. For the purposes of this Code, “townhouse” means a single family dwelling unit constructed in a group of three (3) or more attached units that extends

from foundation to roof, not more than three (3) stories in height, with a separate means of egress, and a open space of public way on at least two(2) sides.

4. Section 313.2 of the 2018 Edition of the International Residential Code for One and Two Family Dwellings is hereby amended by deleting Section R313.2 in its entirety.
6. Section 302.13 Exception 2 amended to read : Floor assemblies located directly over a crawl space not intended for storage, with a standard opening of 18 inches by 24 inches, or for the installation of fuel fired or electric - powered heating appliances.
7. Section P2603.5 of the 2018 Edition of the International Residential Code for One and Two family dwellings is hereby amended by deleting Section P2603.5 and substituting the following:

P2603.5. Freezing. Plumbing fixtures, water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other places subject to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation of heat or both. Exterior water supply system piping shall be installed not less than eighteen (18) inches below grade.

8. Section P2801.6 of the 2018 Edition of the International Residential Code for One and Two family dwellings is hereby amended by deleting Section P2801.6 and substituting the following:

P2801.6. Required Pan. Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

1. Galvanized steel or aluminum of not less than 0.0236 inches in thickness.
2. Plastic pans of the approved type.
3. Other approved materials.

A plastic pan beneath a gas-fired water heater shall be constructed of material having a flame spread index of 25 or less and a smoke-development index of 450 or less when tested in accordance with ASTM E84 or UL 723

Exception: When water heaters are installed in a crawl space or in a basement without living space, no pan shall be required.

Water heater relief valve piping shall terminate 6 to 10 inches above the floor.

9. Section P2903.5 of the 2018 Edition of the International Residential Code for One and Two family dwellings is hereby amended by deleting Section P2903.5 and substituting the following:

P2903.5. Water Hammer. The flow velocity of the water distribution system shall be controlled to reduce the possibility of water hammer. A water-hammer arrestor shall be installed where quick-closing valves are utilized. Water hammer arrestors shall be installed per the plan design, but at a minimum at all washing machines, dishwashers and standalone ice makers. Water-hammer arrestors shall conform to ASSE 1010.

10. Section P2903.9.1 of the 2018 Edition of the International Residential Code for One and Two family dwellings is hereby amended by deleting Section P2903.9.1 and substituting the following:

P2903.9.1. Service Valve. A main shut-off valve on the water service line shall be installed for each dwelling unit within a building and shall be accessible in the living portion of the dwelling unit or an attached garage. Additionally, the water service shall be valved at the curb or property line in accordance with local requirements.

11. Chapter 19 of the 2018 Edition of the International Residential Code is hereby amended by adding section M1901.3.

M1901.3. Prohibited Location. Cooking appliances designed, tested, listed or labeled for use in commercial occupancies shall not be installed within dwelling units or within any area where domestic cooking operations occur.

12. Section G2417.1.1 of the 2018 Edition of the International Residential Code for One and Two family dwellings is hereby amended by deleting Section G2417.1.1 and substituting the following:

G2417.1.1 Inspections. On completion of the installation, alteration, repair or replacement of gas piping, and prior the use thereof, the building official shall be notified the gas piping is ready for inspection.

13. Section G2417.1 of the 2018 Edition of the International Residential Code for One and Two family dwellings is hereby amended by adding Section G2417.1.1.3, G2417.1.1.4 and G2417.1.1.5

G2417.1.1.3. Rough fuel-gas inspection. This inspection shall be made after gas piping authorized by the permit has been installed and before such piping has been covered or concealed or a fixture or appliance has been attached thereto. This inspection shall include a determination that the gas piping size, material and installation meets the requirements of this chapter. It shall also include an air pressure test at which time the gas piping shall stand a pressure of not less than 30 pounds per square inch gauge (68.9 kPa gauge) and shall hold this pressure for a length of time of no less than twenty (20) minutes, with no perceptible drop in pressure. The test shall be made using air pressure only. Necessary apparatus for conducting the test shall be furnished by the permit holder.

G2417.1.1.4 Gas Meter Release Inspection. Gas meter release inspection shall be

conducted when all fuel gas appliances are connected to the gas pipe system or plugged with a cast iron plug. All appliance venting shall be in place at the time of the meter release inspection. A shut-off valve in the off position with no appliance connected, shall not be an acceptable termination of the building gas pipe.

G2417.1.1.5. Final Inspection. This inspection shall be made after piping authorized by the permit has been installed and after all portions thereof which are to be covered or concealed and after all fixtures, venting, appliances, shut off valves, and cast iron plugs have been installed.

14. Section G2417.4.1 of the 2018 Edition of the International Residential Code for One and Two family dwellings is hereby amended by deleting Section G2417.4.1 and substituting the following:

G2417.4.1. Air Pressure Test. This inspection shall be made after gas piping authorized by the permit has been installed and before such piping has been covered or concealed or a fixture or appliance has been attached thereto. This inspection shall include a determination that the gas piping size, material and installation meets the requirements of this chapter. It shall also include an air pressure test at which time the gas piping shall stand a pressure of not less than 30 pounds per square inch gauge (68.9 kPa gauge) and shall hold this pressure for a length of time of no less than twenty (20) minutes, with no perceptible drop in pressure. The test shall be made using air pressure only. Necessary apparatus for conducting the test shall be furnished by the permit holder.

15. Section N1102.4.1.2 (R402.4.1.2) Testing is replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2 Visual Inspection from 2009 IRC. 6.
16. Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.
17. Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirement by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 ONE AND TWO FAMILY DWELLINGS AND TOWNHOUSES are replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

BE IT FURTHER RESOLVED THAT THE 2018 INTERNATIONAL PLUMBING CODE IS AMENDED WITH THE FOLLOWING STIPULATIONS:

1. 2018 Edition of the International Plumbing Code Published by the International Code Council, adopted with Appendices B, C, D and E.
2. Section 305.4 and 312.3 of the 2018 Edition of the International Plumbing Code is

hereby amended by deleting Sections 305.4 and 312.3 and substituting the following:

305.4. Freezing. Plumbing fixtures, water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other places subject to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation of heat or both. Exterior water supply system piping shall be installed not less than eighteen (18) inches below grade.

312.3. Drainage and vent air test. Plastic piping shall not be tested using air. An air test shall be made by forcing air into the system until there is a uniform gauge pressure of 5psi (34.5 kPa) or sufficient to balance a 10-inch column of mercury. This pressure shall be held for a test period of not less than 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperatures or the seating of gaskets shall be made prior to the beginning of the test period.

Exception: Air testing on plastic pipe shall be permissible when water is not readily available or when the temperature is forecast to be below 32 degrees.

3. Section 503.1 of the 2018 Edition of the International Plumbing Code is hereby amended by deleting Section 503.1 and substituting the following:

503.1. Cold water line valve. The cold water branch line from the main water supply line to each hot water storage tank or water heater shall be provided with a shutoff valve, located within 3 feet of the equipment and serving only the hot water storage tank or water heater. The valve shall not interfere or cause a disruption of the cold water supply to the remainder of the cold water system. The valve shall be provided with access on the same floor level as the water heater served.

4. Section 504.7 of the 2018 Edition of the International Plumbing Code is hereby amended by deleting Section 504.7 and substituting the following:

504.7. Required Pan. Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

1. Galvanized steel or aluminum of not less than 0.0236 inches in thickness.
2. Plastic pans of the approved type.
3. Other approved materials.

5. Section 604.9 of the 2018 Edition of the International Plumbing Code is hereby amended by deleting Section 604.9 and substituting the following:

604.9. Water Hammer. The flow velocity of the water distribution system shall be controlled to reduce the possibility of water hammer. A water-hammer arrestor shall be installed where quick-closing valves are utilized. Water hammer arrestors shall be installed per the plan design, but at a minimum at all washing machines, dishwashers and standalone ice makers. Water-hammer arrestors shall conform to ASSE1010.

6. Section 903.1 of the 2018 Edition of the International Plumbing Code is hereby amended by deleting Section 903.1 and substituting the following:

903.1. Stack required. Open vent pipes that extend through the roof shall be terminated not less than 12" above the roof. Where a roof is to be used for assembly or as a promenade observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet above the roof.

BE IT FURTHER RESOLVED THAT THE 2018 INTERNATIONAL FUEL GAS CODE IS AMENDED WITH THE FOLLOWING STIPULATIONS:

1. Appendices A, B, C and D are adopted by reference.
2. Section 406.4 of the 2018 International Fuel Gas Code is hereby amended by deleting Sections 406.4.1 and 406.4.2 and substituting the following:

406.4.1. Method of testing. Gas piping shall withstand a pressure test of 30 psi for a period of twenty (20) minutes without showing and drop in pressure.

BE IT FURTHER RESOLVED THAT THE 2018 INTERNATIONAL MECHANICAL CODE IS AMENDED WITH THE FOLLOWING STIPULATIONS:

1. Appendix A is adopted by reference.

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

Rusty Tinnin, Mayor

Passed first reading: _____

Allison Baker, City Recorder

Passed second reading: _____

APPROVED AS TO FORM AND LEGALITY

Russell Freeman, City Attorney



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Ordinance 21-1012 An ordinance to amend Title 7, Chapter 1 & 2 of the City of Goodlettsville Municipal Code as it relates to Fire Protection. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 21-1012 Dept. of Origin: Fire / Codes & Administration For Agenda of: August 26, 2021 Originator: Mike Bauer Cost of Item: NONE
---	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1012

SUMMARY STATEMENT:

This ordinance updates the Goodlettsville Municipal Code to the most current version of the International Fire Code.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1012.

ORDINANCE NO. 21-1012

AN ORDINANCE TO AMEND THE GOODLETTSVILLE MUNICIPAL CODE TITLE 7, CHAPTER 1 & 2 AS IT RELATES TO FIRE PROTECTION.

WHEREAS, certain amendments to the Goodlettsville Municipal Code have been deemed in the best interest of the City; and

WHEREAS, the aforementioned amendments are in regards to fire protection.

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 Title 7, Chapter 2 Section 201 of the Goodlettsville Municipal Code the words International Fire Code 2012 edition is deleted and replaced with the following:

International Fire Code 2018 Edition.

SECTION 2. This ordinance shall take effect fifteen days after its final adoption, the welfare of the City of Goodlettsville requiring it.

Passed First Reading: _____

Passed Second Reading: _____

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: RESOLUTION 21-998 A RESOLUTION ACKNOWLEDGING AN APPLICATION FOR A GRANT WITH KABOOM! FOR THE PURCHASE, TECHNICAL DESIGN AND SUPPORT IN CONSTRUCTING A PLAY STRUCTURE. PRESENTED BY: Tim Ellis, City Manager Sarah Jennings, Director of Parks & Recreation	Agenda Item: Resolution 21-998 Dept. of Origin: Parks & Recreation For Agenda of: August 26, 2021 Originator: Sarah Jennings Cost of Item: \$100,000.00 – Total 100% Grant Funding
---	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-998

SUMMARY STATEMENT:

A RESOLUTION ACKNOWLEDGING AN APPLICATION FOR A GRANT WITH KABOOM! FOR THE PURCHASE, TECHNICAL DESIGN AND SUPPORT IN CONSTRUCTING A PLAY STRUCTURE.

FINANCIAL SUMMARY:

\$100,000.00 / 100% Grant Funding

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-998

RESOLUTION NO. 21-998

**A RESOLUTION ACKNOWLEDGING AN APPLICATION FOR A GRANT WITH KABOOM!
FOR THE PURCHASE, TECHNICAL DESIGN AND SUPPORT IN CONSTRUCTING A PLAY
STRUCTURE.**

WHEREAS, KaBOOM is a national non-profit dedicated to bringing balanced and active play into the daily lives of all kids, particularly those growing up in poverty; and,

WHEREAS, the City of Goodlettsville constantly thrives to create active and open space where play structures would promote healthy and active lifestyles; and,

WHEREAS, it would greatly benefit the citizens of the City of Goodlettsville for the city to make application for a grant from KaBOOM for the purpose of constructing a new play structure.

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

Section 1. That the City of Goodlettsville's application for the KaBOOM, for a grant in the amount of \$100,000.00, for the purpose of purchasing, technical design and support in constructing a play structure.

Section 2. That the City of Goodlettsville is not required to provide any matching funding for the KaBOOM Playground Grant.

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

Date adopted: August 26, 2021

MAYOR
RUSTY
TINNIN

ATTEST

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 21-999 A RESOLUTION TO APPROVE AN EMPLOYEE LEAVE COVID VACCINATION INCENTIVE PROGRAM FOR THOSE EMPLOYEES WHO CHOOSE TO BE VACCINATED AGAINST THE COVID-19 VIRUS. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-999 Dept. of Origin: Administration For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: N/A
--	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-999

SUMMARY STATEMENT:

A RESOLUTION TO APPROVE AN EMPLOYEE LEAVE COVID VACCINATION INCENTIVE PROGRAM FOR THOSE EMPLOYEES WHO CHOOSE TO BE VACCINATED AGAINST THE COVID-19 VIRUS.

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-999

RESOLUTION NO. 21-999

A RESOLUTION TO APPROVE AN EMPLOYEE LEAVE COVID VACCINATION INCENTIVE PROGRAM FOR THOSE EMPLOYEES WHO CHOOSE TO BE VACCINATED AGAINST THE COVID-19 VIRUS.

WHEREAS, it is of the upmost importance that the City of Goodlettsville continues to provide top quality services to its residents and business owners; and

WHEREAS, the COVID-19 Virus has had a negative impact on the City of Goodlettsville's workforce over the past seventeen (17) months, and will continue to have an impact as employees test positive and are required to quarantine; and

WHEREAS, it is of the upmost importance that the City of Goodlettsville protects its workforce by eliminating the risk of contracting COVID-19 Virus.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT IT ADOPTS THE EMPLOYEE LEAVE COVID VACCINATION-INCENTIVE PROGRAM, AS INCLUDED AS EXHIBIT 1.

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

Adopted: August 26, 2021

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EMPLOYEE LEAVE COVID VACCINATION INCENTIVE PROGRAM

Any employee who chooses to become fully vaccinated against the COVID-19 Virus will be eligible to receive one (1) day of incentive leave under the following terms of the program:

Requirements:

1. Each Employee is to be **fully** vaccinated by either the Moderna or Pfizer vaccine no later than October 1, 2021.
2. Employees must submit proof of vaccination to the Human Resources Department prior to October 1, 2021.

Incentive Leave Requirements:

1. Employees will have twelve (12) months from the time they submit their proof of vaccination to use Incentive Leave.
2. Employees who were vaccinated prior to the creation of this incentive program shall also be eligible to receive this incentive leave and they shall have twelve (12) months from the approval of said program to utilize said leave (This includes all approved covid vaccination types).
3. Scheduling incentive leave is subject to approval from the employee's supervisor, as is done with all annual leave.
4. Incentive leave is not eligible to be carried forward past the aforementioned period of time.
5. Incentive pay will not be paid out if the employee leaves service with the City prior to the twelve (12) month period of time and it has not been used.

Leave Calculations:

1. Each employee will receive one day of leave based on their specific assigned daily work hours at the time that the requirements of the Employee Leave COVID Vaccination Incentive Program is met.

Clarification of Incentive Plan:

If an instance occurs where the adopted Employee Leave COVID Vaccination Incentive Program does not completely provide direction as to the administration of the plan, then the City Manager shall be empowered to clarify any matter to accomplish its full intent.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1000</u> A RESOLUTION TO APPROVE A DATA SHARING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODLETTSVILLE AND FLOCK GROUP, LLC. AS IT RELATES TO FLOCKS TECHNOLOGY PLATFORM. <u>PRESENTED BY:</u> Tim Ellis, City Manager Gary Goodwin, Police Chief	Agenda Item: Resolution 21-1000 Dept. of Origin: Police Department For Agenda of: August 26, 2021 Originator: Gary Goodwin Cost of Item: N/A
--	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1000

Memorandum of Understanding

Memo from Chief of Police

SUMMARY STATEMENT:

A RESOLUTION TO APPROVE A DATA SHARING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODLETTSVILLE AND FLOCK GROUP, LLC. AS IT RELATES TO FLOCKS TECHNOLOGY PLATFORM.

FINANCIAL SUMMARY:

No financial Cost to the City

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1000

RESOLUTION NO. 21-1000

A RESOLUTION TO APPROVE A DATA SHARING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODLETTSVILLE AND FLOCK GROUP, LLC. AS IT RELATES TO FLOCKS TECHNOLOGY PLATFORM.

WHEREAS, The City of Goodlettsville Police Department has an immediate need to access certain data under the control of Flock Group, LLC. as it relates to License Plate Readers; and

WHEREAS, in order to access said information it will require the City of Goodlettsville to enter into a Memorandum of Understanding with Flock Group, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT IT AUTHORIZES THE EXECUTION OF A DATA SHARING MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP, LLC. AS INCLUDED AS EXHIBIT 1.

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

Adopted: August 26, 2021

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc. with a place of business at 2588 Winslow Drive, Atlanta, GA 30305 (“**Flock**”) and [Agency Name] with a place of business at [Agency Address] (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety Dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such videos and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of

the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 2. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such video and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. **Ownership.** As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

5. **Warranty.** Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from videos and supplemental data obtained by Agency through the use of Flock Services.

6. **Financial Implications to Agency.** No financial commitment by Agency is required to access the Flock Services or Recordings.

7. **Term; Termination.**

A. **Term.** This MOU will commence once executed by both parties and shall continue for a period of Five (5) years.

B. **Termination.** Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock ninety (90) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will

immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

8. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall indemnify and hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

9. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.

B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, or (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach

of this MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

11. Entire Agreement. This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

12. Severability. Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

13. Miscellaneous. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

BY: Flock Group, Inc.

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Memorandum

To: Tim Ellis
From: Chief Gary Goodwin
Date: 8/13/2021

Re: Flock MOU

The Police Department is requesting that the City of Goodlettsville enter into a MOU with Flock Safety. Flock Safety currently is the repository for data generated by a License Plate Reader (LPR) camera at the Cobblestone community in Goodlettsville. This camera was purchased by the Cobblestone community and privately owned by them. This MOU will grant the Police Department to have access to the data generated by the LPR camera at the Cobblestone community that Flock Safety retains. This will enable the search of their data for possible suspect vehicles if a crime should occur. The search of this data will be utilized only in an attempt to solve crime committed within their neighborhood. The data generated from the Flock Safety LPR camera is stored by Flock Safety for a period of 30 days. There is not a permanent repository of information and no information queried by the Goodlettsville Police Department will be provided to any other agency or person unless it is in furtherance of an ongoing criminal investigation. It is the desire of the Goodlettsville Police Department, and part of our Vision Plan, to extend our use of LPR cameras. This intent is both city owned and privately owned as in the camera purchased by the Cobblestone community.



AGENDA SUMMARY SHEET

Board of Commissioners City of Goodlettsville, Tennessee

SUBJECT TITLE: Resolution 21-1001

A resolution acknowledging the application for the Blue Cross Blue Shield Foundation's Healthy Places Grant.

PRESENTD BY: Tim Ellis, City Manager
Sarah Jennings, Parks and Recreation

Agenda Item: Resolution 21-1001

Dept. of Origin: Parks and Recreation

For Agenda of: August 26, 2021

Originator: Sarah Jennings

Cost of Item: This grant is fully funded through BlueCross BlueShield and does not require a match.

AGENDA ITEM ATTACHMENTS:

Resolution 21-1001

SUMMARY STATEMENT:

A resolution acknowledging the application for the Blue Cross Blue Shield Foundation's Healthy Places Grant.

FINANCIAL SUMMARY:

The total amount the City is applying is not to exceed \$1,200,000.00 for the redevelopment of Peay Park.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1001.

RESOLUTION NO. 21-1001

A RESOLUTION ACKNOWLEDGING THE APPLICATION FOR THE BLUE CROSS BLUE SHIELD FOUNDATION'S HEALTHY PLACES GRANT

WHEREAS, BlueCross BlueShield is accepting applications for the Healthy Places Foundation Grant to help create active, healthy spaces across Tennessee that connect people and foster a sense of community; and,

WHEREAS, the City of Goodlettsville is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The City of Goodlettsville that this grant application be approved and submitted for funding for future Peay Park redevelopment.

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

Section 1. That the City of Goodlettsville's application for the BlueCross BlueShield of Tennessee Healthy Places Grant in an amount not to exceed \$1,200,000.00, with one hundred percent of the funding being derived from BlueCross BlueShield, for the purpose of funding for future Peay Park redevelopment, is hereby approved, and city staff is authorized to submit said application.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Date adopted: August 26, 2021

Mayor
Rusty Tinnin

Attest

City Recorder

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 21-1002 A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND THE TENNESSEE DEPARTMENT OF TOURISM FOR THE PURPOSE OF MARKETING TOURISM. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1002 Dept. of Origin: Tourism For Agenda of: August 26, 2021 Originator: Kimberly Lynn Cost of Item: \$35,000 Grant Funds \$35,000 Budget City Funds
--	---

AGENDA ITEM ATTACHMENTS:

- Resolution 21-1002
- Contract

SUMMARY STATEMENT:

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND THE TENNESSEE DEPARTMENT OF TOURISM FOR THE PURPOSE OF MARKETING TOURISM.

FINANCIAL SUMMARY:

\$35,000 Grant Funds
\$35,000 Budget City Funds

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1002

Resolution 21-1002

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND THE TENNESSEE DEPARTMENT OF TOURISM FOR THE PURPOSE OF MARKETING TOURISM.

WHEREAS, the City of Goodlettsville recently made an application for a State of Tennessee Tourism Marketing Grant; and

WHEREAS, the City of Goodlettsville has been given notice that it has been awarded said grant; and

WHEREAS, execution of the Tourism Marketing Grant contract is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE A CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TOURISM FOR THE MARKETING OF TOURISM WITHIN THE CITY.

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

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date July 1, 2021	End Date June 30, 2022	Agency Tracking # 32601-69699	Edison ID 69699		
Grantee Legal Entity Name City of Goodlettsville			Edison Vendor ID 0000002859		
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		CFDA # Grantee's fiscal year end June 30			
Service Caption (one line only) Tourism cooperative marketing matching grants.					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY 22	\$35,000.00				\$35,000.00
TOTAL:	\$35,000.00				\$35,000.00
Ownership/Control ☐ Minority Business Enterprise (MBE): ☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American ☐ Woman Business Enterprise (WBE) ☐ Service-Disabled Veteran Enterprise (SDVBE) ☐ Disabled Owned Businesses (DSBE) ☐ Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. ☒ Government ☐ Non-Minority/Disadvantaged ☐ Other:					
Grantee Selection Process Summary ☒ Competitive Selection Applications are submitted and grantees selected according to the competitive procedures outlined in the approved DGA for this grant program. ☐ Non-competitive Selection					
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 - GR	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TOURIST DEVELOPMENT
CITY OF GOODLETTSVILLE**

This Grant Contract, by and between the State of Tennessee, Department of Tourist Development, hereinafter referred to as the "State" and City of Goodlettsville, hereinafter referred to as the "Grantee," is for the provision of tourism cooperative marketing matching grants, as further defined in the "SCOPE OF SERVICES."

The Grantee is a/an Government Entity
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 0000002859

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall utilize grant funds to complete the activities as set out in Attachment A, or as defined through Program Policy.
- A.3. The Grantee shall complete all services and deliverables as required under Program Policy in order to receive the full matching grant applied and/or approved to receive.
- A.4. 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.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF GRANT CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2021 ("Effective Date") and ending on June 30, 2022 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty-Five Thousand Dollars (\$35,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment A, shall constitute 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 Term 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.
- 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:

Email: Andi.Grindley@tn.gov and cc: Tourism.Grant@tn.gov

Subject Line: 21-22 Tourism Marketing Grant – [Insert Partner Name] Reimbursement

Mail: Tennessee Department of Tourist Development
 Attention: Andi Grindley, Tourism Marketing Grant
 William Snodgrass/Tennessee Tower
 312 Rosa L. Parks Avenue, 13th 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: Department of Tourist Development
 - (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 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 one percent (1%) 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 sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. 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.
 - c. 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.
 - d. 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount 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 non-allowable costs.

- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract 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 present 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 (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this 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 this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- 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.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- 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:

Alicia C. B. Widrig, General Counsel
Department of Tourist Development
312 Rosa L. Parks Ave., 13th Fl.
Nashville, TN 37243
Email Address: Alicia.Widrig@tn.gov
Telephone # (615) 741-9065

The Grantee:

Tim Ellis, City Manager
 City of Goodlettsville
 105 S. Main Street
 Goodlettsville, TN 37072
 tellis@goodlettsville.gov
 (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 agrees 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 such 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 ("HITECH") Act 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 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 or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a

breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- 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." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees 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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) 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, Audit Requirements, and Cost Principles for Federal Awards. 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. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment B to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment B shall complete Attachment C. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

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. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State Andi Grindley, at Andi.Grindley@tn.gov.

- 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 C.F.R. §§ 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 agreement shall not be construed as a waiver or relinquishment of any such 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 hereto.
- 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.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee’s employees, and to pay all applicable taxes incident to this Grant Contract.

- 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. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- 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.
- 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, 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 hereof shall not be affected thereby 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 Grant Grantee by the State or acquired by the Grant 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 Grant Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grant 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. Grant Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in Contract 69699 Attachment A all other rights being reserved to State for the term of this contract as provided below.

- a. Property. The "Property" licensed "The Soundtrack of America. Made in Tennessee" mark:



- i. Exclusivity. None.
 - ii. Territory. Worldwide.
- b. Term. The term of Property use shall begin on the date of a fully executed contract and shall continue until the conclusion of the contract term, unless sooner termination is necessary as set out below. The term may be extended upon written agreement of the Parties.
- c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials and Grantee's visitor website and/or as otherwise set out in Contract 69699, Attachment A. The License also includes the right to create and use promotional, advertising and packing material in connection with Marketing of the Services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.
- d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier than contemplated by contract, Grantee and State shall negotiate in good faith the wind up of the License.
- e. Sub-licensing. Sublicensing is not allowed.
- f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the agreement, unless failure to use the Property results in a material breach.
- g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing and or collateral materials bearing the Property:
- Soundtrack of America. Made in Tennessee. are registered trademarks and are used under license to the Grantee.
- h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.
- i. Royalty Rate. This Agreement shall be royalty free.

IN WITNESS WHEREOF,

CITY OF GOODLETTSVILLE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF TOURIST DEVELOPMENT:

MARK EZELL, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: July 1, 2021		END: June 30, 2022		
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	\$35,000.00	\$35,000.00	\$70,000.00
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	0.00	0.00	0.00
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)	0.00	0.00	0.00
25	GRAND TOTAL	\$35,000.00	\$35,000.00	\$70,000.00

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, cont.**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Print, digital, social media and billboard marketing, video production	\$35,000.00
TOTAL	\$35,000.00

INTEREST	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

DEPRECIATION	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

CAPITAL PURCHASE	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	Amount
TOTAL	Amount

ATTACHMENT B**Notice of Audit Report**

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

☐ City of Goodlettsville is subject to an audit for fiscal year 22.

☐ City of Goodlettsville is not subject to an audit for fiscal year 22.

Grantee's Edison Vendor ID Number: 0000002859

Grantee's fiscal year end: June 30

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name:

Auditor's address:

Auditor's phone number:

Auditor's email:

ATTACHMENT C

Parent Child Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year if the Grantee indicates it is subject to an audit on the "Notice of Audit Report" document.***

"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**

<u>SUBJECT TITLE: RESOLUTION 21-1003</u> A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING VENDING SERVICES AND SUPPLIES. <u>PRESENTED BY:</u> Tim Ellis, City Manager Sarah Jennings, Dir of Parks	Agenda Item: Resolution 21-1003 Dept. of Origin: Administration For Agenda of: August 26, 2021 Originator: Sarah Jennings Cost of Item: -0-
--	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1003

SUMMARY STATEMENT:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING VENDING SERVICES AND SUPPLIES.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends the Board adopt Resolution 21-1003

RESOLUTION NO. 21-1003

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING VENDING SERVICES AND SUPPLIES.

WHEREAS, Tennessee Code Annotated, Title 12, Chapter 3, Part 10, allows municipalities to use a competitive sealed proposal process for the procurement of various items and services; and

WHEREAS, Ordinance 11-754 was approved by the Board of Commissioners which established Sealed Competitive Proposals as a procurement means within the Goodlettsville Purchasing Policy; and

WHEREAS, it has been determined that the use of Competitive Sealed Proposals would be in the best interest of the City as it relates to the procurement of vending services and supplies;

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

Section 1. That it authorizes:

- (1) The use of the competitive sealed proposal method for the procurement of services as it relates to procuring vending services and supplies;
- (2) Consideration of the following evaluation components in determining the most qualified vendor;

I. Requirements

A. Cost

B. Compatibility with external agencies & associations

C. Sponsorships

E. Equipment

Contractors must meet all items as specified in Section II and Section III of this document

II. Qualifications of the Vendor

A. Capabilities and Knowledge in fulfilling the terms of the proposed services.

B. Specific experience with municipal vending

C. Reference review of company

D. Satisfactory performance on similar services

E. Demonstrated Technical Support of Equipment

III. Approach and Understanding of the scope of services

A. The proposed scope of services is comprehensive.

B. The proposed scope of services meets the needs of the City's request.

C. The approach to the project shows that the Vendor understands the project; and

(3) Revisions to the competitive sealed proposals after the submission of the responses to the proposals and before the award of the contract to obtain best and final offers.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Mayor Rusty Tinnin

Passed: _____, 2021

Attest:

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1004</u> A RESOLUTION APPROVING THE CITY OF GOODLETTSVILLE EMPLOYEE SERVICE RECOGNITION PROGRAM. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1004 Dept. of Origin: Administration For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: \$1,500 Monetary Annually \$ 500 Certificate / Plaque Annually
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1004

SUMMARY STATEMENT:

A RESOLUTION APPROVING THE CITY OF GOODLETTSVILLE EMPLOYEE SERVICE RECOGNITION PROGRAM.

FINANCIAL SUMMARY:

\$2,000.00 Maximum Annually
\$1,500 Monetary Annually
\$ 500 Certificate / Plaque Annually

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1004

RESOLUTION NO. 21-1004

A RESOLUTION APPROVING THE CITY OF GOODLETTSVILLE EMPLOYEE SERVICE RECOGNITION PROGRAM.

WHEREAS, the City of Goodlettsville desires to recognize employees for their service to the city;
and

WHEREAS, the creation of an Employee Service Recognition Program is desired to be established; and

WHEREAS, the Employee Service Recognition Program would recognize employees on a basis of their every five (5) years (Quinquennial) of service to the city.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT IT AUTHORIZES THE CREATION OF THE EMPLOYEE SERVICE RECOGNITION PROGRAM AS ATTACHED AS EXHIBIT I.

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

Adopted: August 26, 2021

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT I

City of Goodlettsville Employee Service Recognition Program

1. PREFACE

It is the policy of the City of Goodlettsville (City) to recognize an employee's service to the City with the Employee Service Recognition Program.

2. SCOPE

This program applies to all City employees with full-time or regular part-time designations. This policy does not apply to contract or temporary (seasonal) employees.

3. DEFINITIONS

Employee: Any full-time or part-time employee of the city.

4. GENERAL PROVISIONS

4.1. The Human Resources Department shall coordinate the Employee Service Recognition Program which shall include:

4.1.1. Identifying employees to be recognized; and

4.1.2. Ordering necessary certificates, plaques, etc.); and

4.1.3. Organizing any Recognition Ceremony.

4.2. Employees shall be recognized for their service to the City beginning with and at the 5th year (Quinquennial) of completed service and in increments of at least five (5) years thereafter.

4.2.1 Employees will be recognized and awarded for their service by the following means:

FULL TIME

5 years – certificate / \$25.00

10 years – certificate / \$50.00

15 years – plaque / \$75.00

20 years - plaque / \$100.00

25 years -plaque / \$125.00

PART-TIME

5 years – certificate / \$15.00

10 years – certificate / \$30.00

15 years – certificate / \$45.00

20 years - plaque / \$60.00

25 years -plaque / \$75.00

30 years – plaque / \$150.00

30+ years – plaque / \$100.0

40+ years – plaque / \$200.00

4.2.2 Employees will be recognized during the fifth calendar year from their original hire date and each subsequent five years of service to the city. *(i.e. If an employee's hire date is March 1, 2020 they will be recognized for five years of service in December 2025).*

4.2.3 All recognitions will occur in the month of December in the year in which the employee attains five years of service and each subsequent fifth year anniversary.

4.2.4 Any employee that leaves the service of the city prior to the recognition of service in December will not be eligible to receive said recognition and gifts. Unless they are retiring from service to the city.

5. CLARIFICATION OF THE EMPLOYEE SERVICE RECOGNITION PROGRAM:

If an instance occurs where the adopted Employee Service Recognition Program does not completely provide direction as to the administration of the program, then the City Manager shall be empowered to clarify any matter to accomplish its full intent.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 21-1005 A RESOLUTION TO APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW PICK-UP TRUCK WITH A CAMPER TOPPER AND SLIDE OUT TRAY. <u>PRESENTED BY:</u> Tim Ellis, City Manager Ken Reeves, Fire Chief	Agenda Item: Resolution 21-1005 Dept. of Origin: Fire For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: \$39,766.00
--	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1005

SUMMARY STATEMENT:

A RESOLUTION TO APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW PICK-UP TRUCK WITH A CAMPER TOPPER AND SLIDE OUT TRAY.

FINANCIAL SUMMARY:

\$39,766.00 – from the Fleet Replacement Account (Current Balance \$2,029,753.00 +/-)

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1005

RESOLUTION NO. 21 - 1005

A RESOLUTION TO APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW PICK-UP TRUCK WITH A CAMPER TOPPER AND SLIDE OUT TRAY.

WHEREAS, the City of Goodlettsville is currently in need of purchasing a new pick-up truck with camper topper and slide out tray for use by the fire department, and

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

WHEREAS, it has been determined that Ford of Murfreesboro possesses the best vehicle at a cost of \$39,766.00, having met all required specifications.

NOW, THEREFORE, BE IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY APPROVE THE CAPITAL EXPENDITURE FROM THE FLEET MANAGEMENT ACCOUNT FOR THE PURCHASE OF A NEW PICK-UP TRUCK WITH A CAMPER TOPPER AND SLIDE OUT TRAY.

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

MAYOR RUSTY TINNIN

Passed: _____
DATE

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1006</u> A resolution to ratify and approve the issuance of an emergency purchase order for HVAC system at the Mansker's Station Visitor Center. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1006 Dept. of Origin: Administration For Agenda of: August 26, 2021 Originator: Tim Ellis Cost of Item: \$15,973.00
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1006

SUMMARY STATEMENT:

A resolution to ratify and approve the issuance of an emergency purchase order for HVAC system at the Mansker's Station Visitor Center.

7.5 ton condenser unit

7.5 ton air handler unit

FINANCIAL SUMMARY:

\$15,973.00 – Tourism Budget

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1006

Resolution 21-1006

A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR HVAC SYSTEM AT THE MANSKER'S STATION VISITOR CENTER.

WHEREAS, the entire HVAC system located at the City of Goodlettsville Mansker's Station Visitor Center failed to operate and it was determined that said system could not be repaired; and

WHEREAS, it was determined that the replacement of the HVAC system was of utmost importance for the operation of the Mansker's Station Visitor Center; and

WHEREAS, the city manager authorized the issuance of an emergency purchase order in order for the expeditious repair of said HVAC units.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT AN EMERGENCY PURCHASE ORDER IS HEREBY RATIFIED AND APPROVED FOR THE REPLACEMENT OF AN HVAC SYSTEM IN THE AMOUNT OF \$15,973.00 WITH SYNERGY SERVICES, LLC.

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

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



August 10, 2021

City of Goodlettsville
705 Caldwell Street
Goodlettsville, Tennessee 37072

Attn: Kimberly Lynn/Brian Shores

RE: **7.5 Ton Unit Replacement**
Public Works Department
Goodlettsville, TN

Kimberly & Brian,

We wish to submit for your consideration the following proposal for the replacement of one (1) 7.5 Ton Split System Unit. Detailed below is the scope of the work for the project:

- Demolition and Disposal of Existing Units. Removal of Refrigerant from Units before disposal.
- Install one (1) 7.5 Ton Rheem Split System Gas/Electric Unit. The Equipment matches original with two (2) twinned furnaces with one (1) Evaporator Case Coil on the top of the furnaces.
- Furnish and Install Electrical Power Wiring to the New Unit from the existing electrical serving the existing equipment.
- Furnish and Install Low Voltage Control Wiring to the New Unit from the existing low voltage serving the existing equipment.
- Furnish and Install Final Ductwork Connections to the New Unit from the existing ductwork serving the existing equipment.
- Furnish and Install Refrigerant Pipe Connections to the New Unit from the existing refrigerant pipe serving the existing equipment
- Furnish and Install Condensate Drain Pipe to Discharge onto Grade
- Provide Commissioning Service for New Equipment

We will have the following **EXCLUSIONS**:

1. Upgrades of Electrical Power Wiring and/or Disconnects
2. Upgrades of the Control Package and/or Systems

The cost for the completion of this work is **7.5 Ton Unit** **\$15,973.00.**

Should you have any questions or need additional information, please feel free to contact us at our office.

Sincerely,
Synergy Services, LLC
Jason Felts



synergypco.co 615.577.5000 • info@synergypco.co • 210 B Omohundro Place Nashville, TN 37210