



April 11, 2024 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 March 7th regular meeting of the Board of Commissioners by the Recorder for approval or correction.
4. Comments from citizens.
5. Comments of the City Manager and staff.
6. Reports and comments from committees, members of the Board of Commissioners and other officers.
7. Consent agenda items.
8. Unfinished Business.
 - a. Consider Ordinance 24-1080, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2023-2024 budget, passed by Ordinance 23-1064. **SECOND READING**
 - b. Consider Ordinance 24-1081, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by removing the INT Interchange

Overlay from a corner property on Moss Trail and Rivergate Parkway.

SECOND READING & PUBLIC HEARING

9. New Business.

- a. Consider Ordinance 24-1082, an ordinance to amend the zoning ordinance to provide restrictions for hobby chickens/domestic hens in defined residential zoning districts. **FIRST READING**
- b. Consider Ordinance 24-1083, an ordinance to amend the zoning ordinance to increase the minimum hotel room requirement from 90 to 120 rooms. **FIRST READING**
- c. Consider Ordinance 24-1084, an ordinance to amend Title 7, Chapters 1 & 2 of the City of Goodlettsville Municipal Code as it relates to Fire Protection. **FIRST READING**
- d. Consider Ordinance 24-1085, an ordinance to amend the City of Goodlettsville Municipal Code Title 7, Chapter 7 by deleting Subsection 5 of Section 703 in its entirety; and by deleting Section 708 and replacing it with a new Section 708; and creating a new Section 709 as it relates to fire prevention rapid entry. **FIRST READING**
- e. Consider Ordinance 24-1086, an ordinance of the City of Goodlettsville Board of Commissioners to amend Title 8, Chapter 2, Section 214, Subsection 4 entitled "Beer - Restaurant Classification Requirements and Restrictions," of the Goodlettsville Municipal Code. **FIRST READING**
- f. Consider Resolution 24-1204, a resolution of the City of Goodlettsville Board of Commissioners proclaiming May 5-11, 2024 as National Public Service Recognition Week.
- g. Consider Resolution 24-1205, a resolution authorizing the execution of an agreement between the Metropolitan Nashville Davidson County Government and the City of Goodlettsville as it relates to consumption readings of Metropolitan Nashville water meters within the corporate limits of the City of Goodlettsville.
- h. Consider Resolution 24-1206, a resolution acknowledging the execution of a grant contract between the State of Tennessee Department of Commerce and Insurance and the City of Goodlettsville for a Rescue Squad Grant Program for the procurement of extrication equipment.
- i. Consider Resolution 24-1207, a resolution authorizing the execution of a contract between Miller Justice Consulting, LLC and the City of Goodlettsville, Tennessee for a staffing analysis and formulation of a Community Oriented Policing Services (COPS) Grant.

10. Adjournment.

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

abaker@goodlettsville.gov

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

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

www.goodlettsville.gov



Special Called Meeting
Board of Commissioners

March 7, 2024

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: Rusty Tinnin.

Also Present: Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, Kimberly Lynn, Larry DiOrio, Ken Reeves, Alex West, and Russell Freeman.

Vice Mayor Duncan called the meeting to order. City Manager Tim Ellis offered prayer and Vice Mayor Duncan led the chambers in the pledge of allegiance.

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

Consider the minutes of the February 8, 2024 regular meeting of the Board of Commissioners by the Recorder for approval or correction. Commissioner Huffman made a motion to approve minutes as written. Commissioner Anderson seconded the motion and motion passed 4-0.

Comments from citizens.

Mike Crabtree, chef and owner of Langiappe Bayou Kitchen at 845 Springfield Highway, is trying to apply for a beer permit but our current requirement is 80 seats and they do not have the space to expand to 80. They have 45 seats and the State of Tennessee requires 40 seats to apply for a liquor license and wanted to see if there was potential to change our requirements.

Comments of the City Manager and staff.

City Manager Ellis recognized Fire Chief Ken Reeves as he was the recipient of the David Wilson Leadership award from the Goodlettsville Area Chamber of Commerce. He appreciates his service and leadership to the community.

City Recorder Baker announced the Community Cleanup Day on Saturday, March 23, 2024.

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

Commissioner Huffman stated we had a lot of schools in Davidson and Sumner County go to

Orlando for a cheer competition and they did very well. Davidson Academy made top 10 in their division and Liberty Creek was named National Champions. He congratulated all who were involved. Vice Mayor Duncan seconded that and said we had a lot of talent in our schools.

Consider Consent agenda items.

Commissioner Young made a motion to add items c., d., e., g., h., i., and j. to consent agenda. Commissioner Huffman seconded the motion. City Manager Ellis asked if item h. not be on the consent agenda as it needs to be amended. Commissioner Young amended his motion to remove h. as a consent agenda item. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve the amended consent agenda items.

c. Consider Resolution 24-1196, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee authorizing the City Manager to provide official notice to the Government of Sumner County, Tennessee that the city will no longer collect County Adequate Facility Tax funds effective May 1, 2024.

d. Consider Resolution 24-1197, a resolution authorizing the execution of an inter-local agreement between the City of Goodlettsville and Metropolitan Government of Nashville and Davidson County, Tennessee in reference to operation, maintenance of traffic signalization equipment.

e. Consider Resolution 24-1198, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee amending certain fees as it relates to the Parks and Recreation Department.

g. Consider Resolution 24-1200, a resolution approving a joint application along with the City of Gallatin, Tennessee and the City of Hendersonville, Tennessee for a Fire Prevention and Safety Program Grant from the U.S. Department of Homeland Security for the purpose of initial Emergency Medical Services Training and Backfill Staffing.

i. Consider Resolution 24-1202, a resolution of the City of Goodlettsville Board of Commissioners authorizing the creation of the City of Goodlettsville Redevelopment Grant program and the Goodlettsville Tenant Incentive Grant program and empowers the City of Goodlettsville Industrial Development Board with receiving applications and awarding said grants.

j. Consider Resolution 24-1203, a resolution of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Personnel Policy and Procedures Manual.

Commissioner Young made a motion to approve the consent agenda. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve items c., d., e., g., i., and j. on consent agenda.

Unfinished Business.

Consider New Business.

Consider Ordinance 24-1080, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2023-2024 budget, passed by Ordinance 23-1064, first reading. Commissioner Young made a motion to approve Ordinance 24-1080. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 24-1080.

Consider Ordinance 24-1081, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by removing the INT Interchange Overlay from a corner property on Moss Trail and Rivergate Parkway, first reading. Commissioner Young made a motion to consider Ordinance 24-1081. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 24-1081.

Consider Resolution 24-1199, a resolution authorizing the City Manager to provide official notice of the City of Goodlettsville's intent to terminate its Fire Department Mutual Aid Agreement with the City of Millersville effective July 1, 2024. City Manager Ellis stated the current agreement requires 90 days notice and can only be terminated on July 1st. This recommendation is to terminate the current agreement and a new agreement will be offered with wording to terminate agreement anytime with 30 days notice. The new one which will be considered at the next Commission meeting will have terms about who is in command if mutual aid is requested. Commissioner Young made a motion to consider Resolution 24-1199. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 24-1199.

Consider Resolution 24-1201, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner. City Manager Ellis asked for an amendment to remove the last item on the list, a 2009 platform fire truck. It was listed prematurely. Commissioner Young made a motion to approve Resolution 24-1201. Commissioner Anderson seconded the motion. Commissioner Young made a motion to amend the Resolution by removing the 2009 platform fire truck. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve the amendment. Vote was then taken which resulted in a 4-0 vote to approve the resolution as amended.

With no further business, Commissioner Young made a motion to adjourn. Commissioner Anderson seconded the motion. The meeting adjourned at approximately 6:48 pm.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 24-1080 An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2023-2024 budget, passed by Ordinance 23-1064. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Julie High, Assistant City Manager	Agenda Item: ORDINANCE 24-1080 Dept. of Origin: Administration For Agenda of: April 11, 2024 Originator: Tim Ellis Cost of Item: See Financial Summary
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AGENDA ITEM ATTACHMENTS:

Ordinance 24-1080

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2023-2024 budget, passed by Ordinance 23-1064.

FINANCIAL SUMMARY:

Sanitation Fund Insurance Proceeds (Increase)		(\$8,000)
Sanitation Fund Capital Expenditures (Increase)	\$8,000	
General Fund Unrestricted Fund Balance (Decrease)		(\$86,000)
General Fund Fire Department Salaries (Increase)	\$54,000	
General Fund Fire Payroll Taxes (Increase)	5,000	
General Fund Fire TCRS (Increase)	9,000	
General Fund Fire Employee Health Insurance (Increase)	18,000	

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 24-1080.

ORDINANCE NO. 24-1080

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2023-2024 BUDGET, PASSED BY ORDINANCE #23-1064

WHEREAS, the City of Goodlettsville adopted the fiscal year 2023-2024 budget by passage of Ordinance #23-1064 on May 11, 2023; and

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

WHEREAS, the City has received insurance proceeds due to a fire at the public works facility recycling station; and there is a need to expend funds for unbudgeted repairs; and

WHEREAS, the City's Board of Commissioners approved the creation of three full-time firefighter/emergency medical technician positions by passage of Resolution #24-1195; and

WHEREAS, the City needs to amend the FY 2023-2024 budget for four months of salaries and related payroll expenses for the three positions.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2023-2024 BUDGET AS FOLLOWS:

Sanitation Fund Insurance Proceeds (Increase)		(\$8,000)
Sanitation Fund Capital Expenditures (Increase)	\$8,000	
General Fund Unrestricted Fund Balance (Decrease)		(\$86,000)
General Fund Fire Department Salaries (Increase)	\$54,000	
General Fund Fire Payroll Taxes (Increase)	5,000	
General Fund Fire TCRS (Increase)	9,000	
General Fund Fire Employee Health Insurance (Increase)	18,000	

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

Mayor Rusty Tinnin

Passed first reading:_____

City Recorder
Approved as to form and legality.

Passed second reading:_____

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 24-1081 An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by removing the INT Interchange Overlay from a corner property on Moss Trail and Rivergate Parkway. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	Agenda Item: ORDINANCE 24-1081 Dept. of Origin: Planning For Agenda of: April 11, 2024 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 24-1081

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by removing the INT Interchange Overlay from a corner property on Moss Trail and Rivergate Parkway

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and staff recommend approval of Ordinance 24-1081.

ORDINANCE NO. 24-1081

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY REMOVING THE INT INTERCHANGE OVERLAY FROM A CORNER PROPERTY ON MOSS TRAIL AND RIVERGATE PARKWAY

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

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

WHEREAS, the CSL, Commercial Services Limited base zoning and the CCO, Commercial Core Overlay will remain on the property with the removal of the INT Interchange Overlay; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on February 5, 2024 to recommend its passage to the Board of Commissioners based on the property location in relation to the I-65 Exit 96 interchange and the property size and dimensions limits the permitted Interchange Overlay uses on the property and,

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

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

By changing the property classification with the removal of the INT Interchange Overlay for the referenced portion property attached as "EXHIBIT A" and described as follows:

THE 0.67 ACRE PROPERTY AT 458 MOSS TRIAL REFERENCED AS MAP 26 PARCEL 9003800 SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

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

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding

shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

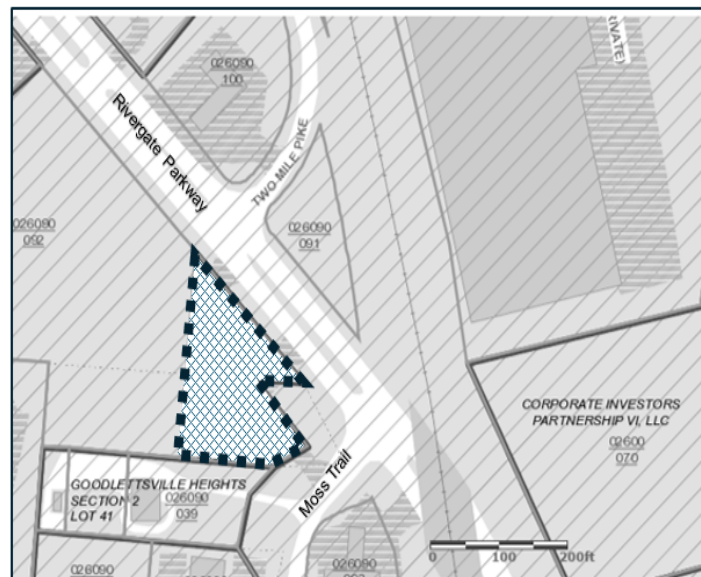
Passed First Reading: _____
Passed Second Reading: _____

ORDINANCE 24- 1081

“EXHIBIT A”

Solid Purple Line- INT Overlay

Dotted Purple Line-Proposed INT Overlay removing property





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 24-1082 An ordinance to amend the zoning ordinance to provide restrictions for hobby chickens/domestic hens in defined residential zoning districts. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	Agenda Item: ORDINANCE 24-1082 Dept. of Origin: Planning For Agenda of: April 11, 2024 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 24-1082

SUMMARY STATEMENT:

An ordinance to amend the zoning ordinance to provide restrictions for hobby chickens/domestic hens in defined residential zoning districts.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and staff recommend approval of Ordinance 24-1082.

ORDINANCE 24-1082

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO PROVIDE RESTRICTIONS FOR HOBBY CHICKENS/DOMESTIC HENS IN DEFINED RESIDENTIAL ZONING DISTRICTS

WHEREAS, the City's Zoning Ordinance intent and purpose includes to promote and protect the public health, safety, and general welfare of the people; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes to divide the city into zones and districts restricting and regulating therein the use of buildings and land for residences; and,

WHEREAS, the City of Goodlettsville amended the Zoning Ordinance in 2010 to permit chickens in Agricultural and R40 Low Density Residential Zoning Districts with the requirement for a minimum five (5) acres in the R40 zoning district; and,

WHEREAS, the City of Goodlettsville Planning Commission received a citizen's request during the public forum section of the February 2024 meeting for a Zoning Ordinance amendment to include provisions for limited hobby chickens; and,

WHEREAS, the Goodlettsville Planning Commission at the April 1, 2024 meeting voted to recommend the amendment passage to the Board of Commissioners 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 including additions to section 14-205 (3)(ii)(E) to provide regulations for hobby chickens/domestic hens minimum 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 24-1082

“EXHIBIT A”

AMENDMENT

Zoning Ordinance Section 14-205 (3)(ii)(E):

(3) Use and Structure Provisions

(ii) Permitted Accessory Uses.

(E) Within the A districts, private barns, stables, sheds, and other farm buildings.

Within the A and R-40 districts, chicken coops provided, however, that no commercial chicken coops shall be allowed. Chicken coops shall be located at least 100 feet from any neighboring dwelling and shall be no more than 100 square feet in size.

In the R15, Medium Density, R-25, Low Density, and R-40 Low Density residential zoning districts including only properties that contain a minimum 15,000 sq. ft. of area hobby chickens/ domesticated hens are permitted but shall not exceed three (3) hobby chickens/domesticated hens per property. The hobby chickens/ domesticated hens are for personal use only. The breeding or slaughtering of hobby chickens/domesticated hens or sale of eggs, manure, or chickens/domestic hens are not permitted. No hobby chickens / domesticated hens may be trained for the purpose of fighting for amusement, sport, or financial gain

All hobby chickens/domesticated hens are to be kept in a predator-proof enclosure, a portion of which must be a covered chicken/domesticated hen house/coop and a portion of which must be a fenced area. Any hen house/coop exceeding fifty (50) square feet shall meet the accessory building requirements of the Zoning Ordinance. The enclosure and fence area shall be in the rear yard of the property and not be visible from any public street due to the location or installed with a solid screening provided by a fence or landscaping. The enclosure and fence shall be a minimum twenty-five (25') feet from any property line. Keeping the hobby chickens /domestic hens shall not result in noise, odor, and unsanitary animal living conditions, unsanitary waste storage and removal that results in the attraction of predators, rodents, insects, or parasites.

No roosters are permitted except with permitted agricultural uses in the R-40, Low Density Residential zoning district per conditional use standards and Agricultural zoning district.

This zoning ordinance section does not alter or limit private property restrictions regarding chickens/domesticated hens.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 24-1083 An ordinance to amend the zoning ordinance to increase the minimum hotel room requirement from 90 to 120 rooms. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	Agenda Item: ORDINANCE 24-1083 Dept. of Origin: Planning For Agenda of: April 11, 2024 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 24-1083

SUMMARY STATEMENT:

An ordinance to amend the zoning ordinance to increase the minimum hotel room requirement from 90 to 120 rooms.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and staff recommend approval of Ordinance 24-1083.

ORDINANCE 24-1083

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO INCREASE THE MINIMUM HOTEL ROOM REQUIREMENT FROM 90 to 120 ROOMS

WHEREAS, the City’s Zoning Ordinance intent and purpose includes to promote and protect the public health, safety, and general welfare of the people; and,

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

WHEREAS, the City’s Zoning Ordinance intent and purpose includes regulations to protect the character and maintain the stability of business, commercial areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the City of Goodlettsville amended the Zoning Ordinance in 2015 to decrease the minimum hotel room count to 90 rooms and the City has approved multiple hotels under the 2015 decreased room count Zoning Ordinance amendment including smaller room count scale hotel projects; and,

WHEREAS, the Goodlettsville Planning Commission at the April 1, 2024 meeting voted to recommend the amendment passage to the Board of Commissioners 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 including revisions to sections 14-206 (5) (E), 14-210 (5)(E), 14-210 (6)(D), and Appendix A, Table 1 to increase the minimum hotel room count to 120 rooms 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 24-1083
“EXHIBIT A”

AMENDMENT#1

14-206 (5)(e)

(e)Special regulations applying to transient habitation.(i) **Hotels shall have a minimum of 90 120 rooms** and shall provide all of the services and amenities as defined. Rooms shall not be rented to the same person(s) for periods of time exceeding one month.(ii)Motels shall have a minimum of 150 rooms and shall provide all of the services and amenities as defined. Rooms shall not be rented to the same person(s) for periods of time exceeding one month.(iii)All existing SROs are classified as non-conforming uses and are subject to the non-conforming use provisions contained in section 14-212. Any conversion of an existing motel or hotel to an SRO shall be prohibited.(iv)Short term rental property (STRP) shall have no more than five (sleeping rooms) and shall only be permitted within the following zoning classifications: Commercial services limited (CSL), commercial core overlay (CCO), commercial services (CS), commercial general (CG) and core commercial (CC).

AMENDMENT#2

14-210 (5)(e) Commercial Planned Unit Development

Permitted activities. The activities listed in table I in appendix A may be permitted as a part of PUD only when such activities are approved as a part of the final master plan and deemed appropriate by the Goodlettsville Municipal/Regional Planning Commission. A change in use may be granted by the codes director only when the change is to a similar use or activity. Activities not listed are prohibited. ***Hotels/motels are included under limitations as defined in Section 14-206 (5) (e).***

AMENDMENT#3

14-210 (6) (d) Regional Center Planned Unit Developments

Permitted activities. The activities listed in table I in appendix A may be permitted as a part of planned unit development only when such activities are approved as a part of the master plans and deemed appropriate by the Goodlettsville Municipal Planning Commission. A change in use may be granted by the codes director only when the change is to a similar use or activity. Activities not listed are prohibited. ***Hotels/motels are included under limitations as defined in Section 14-206 (5) (e).***

AMENDMENT#4

Appendix A Table 1

Entertainment & Amusement Services	C	C	P	P	N	PERMITTED USES PER ZONING ORDINANCE 14.2	P	P	N	N	N	N	P
Financial, Consultive, & Administrative	P	P	P	P	P		P	P	P	P	N	N	P
Food & Beverage Services	P	P	P	P	P		P	P	P	P	P	P	P
Food Service Drive-in & Drive-thru	N	P	P	P	N		P	P	N	N	P	P	P
General Business & Communication Service	P	P	P	P	P		P	P	P	N	P	P	P
General Personal Services	P	P	P	P	P		P	P	P	P	N	N	P
General Retail Trade	N	P	P	P	P		P	P	P	P	N	N	P
Group Assembly	N	N	C	N	C		P	N	N	N	N	N	P
Medical Services	P	P	P	P	P		P	P	P	P	N	N	N
Scrap Operations	N	N	N	N	N		N	N	N	N	N	N	N
Transient Habitation: Hotel ¹	N	P	P	P	N		P	N	N	N	N	N	N
Transient Habitation: Motel ¹	N	P	P	P	N		P	N	N	N	N	N	N
Transient Habitation: Extended Stay Hotel/Motel ¹	N	C	C	C	N		P	N	N	N	N	N	N
Transient Habitation: Short Term Rental Property	N	P	P	P	P		N	N	N	N	N	N	N
Transient Habitation: SRO	N	N	N	N	N		N	N	N	N	N	N	N
Transport & Warehousing	N	N	N	P	N		N	N	N	N	P	P	P

NOTES:

*Mobile Home Park

**All such facilities are prohibited with the exception of Day Care Homes which shall be permitted by conditional use

***May be considered only when the HDRPUD, High Density Residential Planned Unit Development contains 200 dwelling units or more.

**** Interchange Overlay District limitation of uses per Ordinance 13-806/Zoning Ordinance Section 14-206 (7)

***** Tourist Oriented Limited Manufacturing: Limited manufacturing permitted in CG and IR zoning districts and conditional use would only apply for alcoholic beverages.

High Technology Manufacturing, Assembly, and Processings per Ordinance# 12-784

***** Automated Car Wash only permitted in CPUD, Commercial Planned Unit Development

*****Adult Oriented Establishment only permitted in IG, Industrial General per location/separations per Ordinance 21-994

¹ Minimum number of rooms- hotel 120/ motel 150

INFORMATION EFFECTIVE ON 1-18-2024 Check for any Zoning Ordinance Amendments or Updates after this date.



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Ordinance 24-1084 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 24-1084 Dept. of Origin: Fire / Community Development For Agenda of: April 11, 2024 Originator: Mike Bauer Cost of Item: NONE
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AGENDA ITEM ATTACHMENTS:

Ordinance 24-1084

SUMMARY STATEMENT:

This ordinance updates the Goodlettsville Municipal Code, to include the following Appendices from the 2018 International Fire Code. Appendix B – Fire Flow requirements for Buildings, Appendix C – Fire Hydrant Locations and Distribution, Appendix D – Fire Apparatus Access Roads, and Appendix L – Requirements for Fire Fighter Air Replenishment Systems - of the most current fire code.

Appendices are not enforceable unless individually adopted.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 24-1084

ORDINANCE NO. 24-1084

AN ORDINANCE TO AMEND THE CITY OF 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 be amended to include:

International Fire Code 2018 Edition.

- Appendix B – Fire-Flow Requirements for Buildings
- Appendix C – Fire Hydrant Locations and Distribution
- Appendix D – Fire Apparatus Access Road
- Appendix L – Requirements for Fire Fighter Air Replenishment Systems. (The following items will trigger this requirement).
 - a. Mid and high-rise buildings of 75 feet in height above lowest level of fire dept access.
 - b. Any building with 2 or more floors below grade.
 - c. Horizontal structures of 500,000 square feet or more.
 - d. Transportation tunnels constructed in accordance with NFPA 130 or 502 that exceed 300 feet in length.
 - e. Existing buildings as noted above, that undergo renovation of 50% or more of the building or change occupancy classification.

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**

<u>SUBJECT TITLE:</u> ORDINANCE 24-1085 An ordinance to amend the City of Goodlettsville Municipal Code Title 7, Chapter 7 by deleting Subsection 5 of Section 703 in its entirety; and by deleting Section 708 and replacing it with a new Section 708; and creating a new Section 709 as it relates to fire prevention rapid entry. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Mike Bauer, Senior Inspector/Deputy Fire Marshal	Agenda Item: ORDINANCE 24-1085 Dept. of Origin: Fire For Agenda of: April 11, 2024 Originator: Mike Bauer Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 24-1085

SUMMARY STATEMENT:

An ordinance to amend the City of Goodlettsville Municipal Code Title 7, Chapter 7 by deleting Subsection 5 of Section 703 in its entirety; and by deleting Section 708 and replacing it with a new Section 708; and creating a new Section 709 as it relates to fire prevention rapid entry.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommend approval of Ordinance 24-1085.

Ordinance 24-1085

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 7, CHAPTER 7 BY DELETING SUBSECTION 5 OF SECTION 703 IN ITS ENTIRETY; AND BY DELETING SECTION 708 AND REPLACING IT WITH A NEW SECTION 708; AND CREATING A NEW SECTION 709 AS IT RELATES TO FIRE PREVENTION RAPID ENTRY.

WHEREAS, a need to amend the City of Goodlettsville Municipal Code as it relates to access to gated facilities with the city exists; and

WHEREAS, the needed amendment has been prepared for the City of Goodlettsville Board of Commissioners consideration.

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

Section 1: Title 7, Chapter 7 of the City of Goodlettsville Municipal Code is hereby amended by deleting Subsection 5 of section 703 in its entirety.

Section 2: Title 7, Chapter 7, Section 708 is deleted in its entirety and is hereby replaced as follows:

Fire Department Access to Residential and Commercial Security Access Gates

All Security access gates that bar immediate Fire Department Access to a location shall have either:

1. A “Click 2 Enter” system (preferred access method) installed by a Certified Installer.
2. A red access control box mounted at the public side of the gate entry controls. The box shall be marked “Fire Department Access” and the control box shall be secured with a padlock from the “Knoxbox” company, with the padlock keyed to the Goodlettsville Fire Department master Knoxbox key.
3. A “Knoxbox Gate and Key Switch System” installed on the public side of the entry gate, with the key matched to the Goodlettsville Fire Department master “Knoxbox” key.
 - a. When either the “Key switch” is turned to the emergency position or the padlock is removed and the access door is opened, the entry gates **shall immediately open and remain open** until the key switch is returned to the normal position, or the door is closed and the padlock re-secured in place. The emergency operation shall override all other controls so the gates stay open until the completion of the emergency.

- b. If the gate controls become out of service, the gates must remain open until repairs are made or a temporary plan of action is approved by both the Fire Chief, and the Fire Marshal.
- c. If more than one entry gate exists, the largest gate shall be the designated fire department entry gate.

Installation requirements

- 1. All properties with access control gates shall have 90 days from the date of adoption of this ordinance to comply with all requirements.
- 2. Once the system is installed it shall be maintained in accordance with Section 4.

Section 3: Title 7, Chapter 7 is hereby amended by creating a new Section 709 as follows:

Penalties

Any person, entity or corporation who has violated any provisions of this chapter or who has failed to comply with any order issued by fire marshal or fire chief or has failed to comply with any order issued pursuant to any section thereof, shall be issued a municipal court citation, violations of such codes shall be punishable by a fine not to exceed fifty dollars (\$50.00). Each day a violation continues shall be considered a separate offense.

Section 4. 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 24-1086</u> An ordinance of the City of Goodlettsville Board of Commissioners to amend Title 8, Chapter 2, Section 214, Subsection 4 entitled “Beer-Restaurant Classification Requirements and Restrictions,” of the Goodlettsville Municipal Code. FIRST READING PRESENTED BY: Tim Ellis, City Manager	Agenda Item: ORDINANCE 24-1086 Dept. of Origin: Administration For Agenda of: April 11, 2024 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 24-1086

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville Board of Commissioners to amend Title 8, Chapter 2, Section 214, Subsection 4 entitled “Beer-Restaurant Classification Requirements and Restrictions,” of the Goodlettsville Municipal Code.

This would reduce the minimum number of seats from 80 to 40.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 24-1086.

ORDINANCE NO. 24-1086

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS TO AMEND TITLE 8, CHAPTER 2, SECTION 214, SUBSECTION 4 ENTITLED "BEER – RESTAURANT CLASSIFICATION REQUIREMENTS AND RESTRICTIONS," OF THE GOODLETTSVILLE MUNICIPAL CODE

WHEREAS, it has been determined that certain changes to the City of Goodlettsville Municipal Code is needed as it relates to seating capacities and beer permits at restaurants; and

WHEREAS, such changes would be beneficial to the economic development of Goodlettsville and promote the creation of small business.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE ENTIRETY OF TITLE 8, CHAPTER 2, SECTION 214, SUBSECTION (4) IS HEREBY DELETED AND REPLACED WITH A NEW SUBSECTION (4) THAT FOLLOWS.

**CHAPTER 2
BEER**

8-214-(4)

Have a minimum of **40** seats of which all must be in the interior of the building under a permanent roof and enclosed on all sides. Exterior seating is permissible but is not to be used in meeting the minimum seating requirements. Seats are to be counted by individual chairs or in the use of bench seats, 22 inches would equal one seat. Bench seats should not protrude past table edges. In case of any outdoor seating, the outdoor seating area must be accessible from the inside of the restaurant or eating place and the outdoor seating area must have some type of permanent enclosure around it, such as a wall or fencing. All table and chair locations are to meet all building, fire and life safety codes and regulations.

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:</u> RESOLUTION 24-1204 A resolution of the City of Goodlettsville Board of Commissioners proclaiming May 5-11, 2024 as National Public Service Recognition Week. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: RESOLUTION 24-1204 Dept. of Origin: Administration For Agenda of: April 11, 2024 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1204

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commissioners proclaiming May 5-11, 2024 as National Public Service Recognition Week.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1204.

RESOLUTION 24-1204

**A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF
COMMISSIONERS PROCLAIMING MAY 5-11, 2024 AS NATIONAL PUBLIC
SERVICE RECOGNITION WEEK**

WHEREAS, public servants play a critical role in providing and supporting the framework which provides residents and businesses the highest level of public services; and

WHEREAS, the City of Goodlettsville is home to approximately one hundred and seventy-five public servants who work tirelessly every day to serve the people of the Goodlettsville community; and

WHEREAS, the call to public service is a call to uphold the safety and wellbeing of all residents and to work towards a brighter future for all residents of the City of Goodlettsville; and

WHEREAS, public service in Goodlettsville requires creativity, innovation, and the ability to solve unique problems and challenges not present elsewhere, as well as, the innate and intrinsic motivation to work for the betterment of others; and

WHEREAS, we recognize the service and dedication of the City of Goodlettsville's hard working public employees who serve and seek to uphold the well-being of all Goodlettsville residents.

**NOW THEREFORE, BE IT RESOLVED BY THE GOODLETTSVILLE BOARD OF
COMMISSIONERS, THAT THE WEEK OF MAY 5-11, 2024 BE PROCLAIMED:**

PUBLIC SERVICE RECOGNITION WEEK

This resolution shall take effect upon adoption.

MAYOR RUSTY TINNIN

Date adopted: April 11, 2024

CITY RECORDER

Approved as to form and legality

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 24-1205 A resolution authorizing the execution of an agreement between the Metropolitan Nashville Davidson County Government and the City of Goodlettsville as it relates to consumption readings of Metropolitan Nashville water meters within the corporate limits of the City of Goodlettsville. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: RESOLUTION 24-1205 Dept. of Origin: Administration For Agenda of: April 11, 2024 Originator: Tim Ellis Cost of Item: Minimal immediate financial impact
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1205

SUMMARY STATEMENT:

A resolution authorizing the execution of an agreement between the Metropolitan Nashville Davidson County Government and the City of Goodlettsville as it relates to consumption readings of Metropolitan Nashville water meters within the corporate limits of the City of Goodlettsville.

FINANCIAL SUMMARY:

Minimal immediate financial impact

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1205.

RESOLUTION 24-1205

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE METROPOLITAN NASHVILLE DAVIDSON COUNTY GOVERNMENT AND THE CITY OF GOODLETTSVILLE AS IT RELATES TO CONSUMPTION READINGS OF METROPOLITAN NASHVILLE WATER METERS WITHIN THE CORPORATE LIMITS OF THE CITY OF GOODLETTSVILLE.

WHEREAS, the City of Goodlettsville has contracted with the Metropolitan Nashville Davidson County for providing water meter consumption readings for such taps located within the corporate limits of Goodlettsville; and

WHEREAS, the most recent contract is set to expire October 1, 2024, and a new contract will need to be approved.

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

SECTION I. The City is authorized to enter into an agreement with Metropolitan Nashville Davidson County as attached as Exhibit I hereto.

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

SECTION III. This Resolution is effective upon adoption, the welfare of the citizens of Goodlettsville requiring it.

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

ADOPTED, this 11^h day of April, 2024.

Mayor Rusty Tinnin

Attest:

City Recorder

APPROVED AS TO FORM AND LEGALITY

City Attorney

EXHIBIT I

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the Metropolitan Government of Nashville and Davidson County (“Metro”) and the City of Goodlettsville (“Goodlettsville”).

WHEREAS, Goodlettsville provides sewer transportation and treatment service to customers receiving water service from Metro within the city limits of Goodlettsville; and

WHEREAS, Goodlettsville sewer bills are determined by water consumption measured by individual meters read monthly by Metro; and

WHEREAS, pursuant to the terms of this agreement, Metro proposes to provide and Goodlettsville proposes to pay for Metro’s monthly water consumption meter readings for those customers with Goodlettsville sewer service.

PURSUANT TO THE NEEDS AND SERVICES OF BOTH PARTIES AS STATED ABOVE, IT IS AGREED AS FOLLOWS:

1. Metro Meter Readings. Each month during the term of this Agreement, Metro shall read the water consumption meter of each of its water service customers. On or before the 15th day of each such month, Metro shall submit the readings to Goodlettsville electronically in an agreed upon format (“Compatible Format”).
2. New Accounts, Closed Accounts and Status Changes. Metro will notify Goodlettsville within 5 business days upon the establishment, termination or change in status of any water service account and will submit to Goodlettsville in Compatible Format such information about each such account as Goodlettsville may reasonably require to establish, terminate, or modify the corresponding sewer account.
3. Defective or Inoperable Meters. Metro will maintain and assure the proper performance of the meters contemplated by this Agreement in accordance with AWWA standards. Metro will promptly notify Goodlettsville in the event a water consumption meter within the scope of this Agreement is found to be malfunctioning or inoperable and shall repair or replace any such meter promptly.
4. Disconnections. At Goodlettsville’s request, Metro will disconnect the water service of any customer who has failed to make payment for sewer service when due or fulfill other sewer customer responsibilities established by the Goodlettsville’s ordinance and regulations. Further, Metro will reconnect the water service of a customer whose service was disconnected at Goodlettsville’s request upon notification by Goodlettsville that the customer has made all required payments or otherwise corrected the problem leading to the disconnection.

Goodlettsville or its agents will provide all legally required notices to each customer in connection with any request to Metro to disconnect such customer's water service.

5. Reading Fee; Disconnection and Reconnection Fees. Effective October 1, 2024, and for the full performance of Metro's responsibilities under this agreement, Goodlettsville shall pay Metro, via ACH, each month \$0.67 (Basic Fee) per water meter reading data provided to Goodlettsville for its use in billing of sewage. Goodlettsville will also bill and collect its applicable current and future adopted reconnection fees from any customer whose water service is disconnected and reconnected at Goodlettsville's request, and will remit such fees to Metro. Payments due under this paragraph shall be made on or before the 30th day of each month during the term of the Agreement. In addition to the Basic Fee, Goodlettsville agrees to add an annual inflation amount beginning October 1, 2029, and each year thereafter for the term of this contract. It is agreed that the annual inflation amount shall be determined by the smaller of either the previous calendar year annual average CPI-U (All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-1984=100, published by the United States Department of Labor, Bureau of Labor Statistics) or the previous calendar year Service Charge Index published by NACWA (National Association of Clean Water Agencies) indices. Goodlettsville shall not be liable for the payment of any fees or charges other than those specified in this paragraph.
6. Audit. Each year during the term of this Agreement, Goodlettsville or its agents shall have the right to audit the records of Metro relating to this Agreement.
7. Term and Termination. The term of this Agreement shall be ten (10) years, beginning October 1, 2024 (the "Effective Date"), and may be extended by the parties on such terms as they may then agree. Either party may terminate the Agreement upon 180 days' written notice to the other party. The parties agree that no notice shall be necessary in order for the Agreement to terminate by expiration at the end of its term.
8. Assignment of Agreement. Neither party may assign its rights under this Agreement to any entity without the other party's written consent.
9. Modifications to Agreement. All of the terms of agreement and understandings of the parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
10. Filing of Agreement with Metropolitan Clerk. This Agreement shall not be binding upon Metro until approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk.
11. Governing Law, Forum Selection and Attorney Fees. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought only in a court of competent jurisdiction in Davidson County, Tennessee. To the extent that is permitted by law, the prevailing party in any action relating to this Agreement shall recover reasonable attorney fees and litigation costs from the other party.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED:

Director, Department of Water
and Sewerage Services

APPROVED:

Director, Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Metropolitan Attorney

CITY OF GOODLETTSVILLE

APPROVED:

City Manager

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

City Attorney, City of Goodlettsville



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE: RESOLUTION 24-1206</u> A RESOLUTION ACKNOWLEDGING THE EXECUTION OF A GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE AND THE CITY OF GOODLETTSVILLE TENNESSEE FOR A RESCUE SQUAD GRANT PROGRAM FOR THE PROCUREMENT OF EXTRICATION EQUIPMENT. <u>PRESENTED BY:</u> Tim Ellis, City Manager Ken Reeves, Fire Chief	Agenda Item: Resolution 24-1206 Dept. of Origin: Fire For Agenda of: April 11, 2024 Originator: Tim Ellis Cost of Item: \$28,608.00 100% Grant Funds
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1206
Grant Contract

SUMMARY STATEMENT:

A RESOLUTION ACKNOWLEDGING THE EXECUTION OF A GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE AND THE CITY OF GOODLETTSVILLE TENNESSEE FOR A RESCUE SQUAD GRANT PROGRAM FOR THE PROCUREMENT OF EXTRICATION EQUIPMENT.

FINANCIAL SUMMARY:

\$28,608.00 – 100% Grant Funds

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1206.

**RESOLUTION NO. 24-
1206**

A RESOLUTION ACKNOWLEDGING THE EXECUTION OF A GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE AND THE CITY OF GOODLETTSVILLE TENNESSEE FOR A RESCUE SQUAD GRANT PROGRAM FOR THE PROCUREMENT OF EXTRICATION EQUIPMENT.

WHEREAS, the State of Tennessee Department of Insurance and Commerce has awarded the City of Goodlettsville a Rescue Squad Grant in the amount of \$28,608.00; and,

WHEREAS, the City of Goodlettsville Fire Department has a need to purchase new extrication equipment.

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

Section 1. That the City of Goodlettsville authorizes the acceptance of a grant from the Rescue Squad Grant Program in the amount of \$28,608.00.

Section 2. The City Manager is authorized to execute said contract and any other documents associated with said 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: April 11, 2024

MAYOR
RUSTY
TINNIN

ATTEST:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



GOVERNMENTAL GRANT CONTRACT

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

Begin Date April 15, 2024	End Date April 14, 2025	Agency Tracking # 33501-2425603	Edison ID Non-Edison #80842-24		
Rescue Squad Legal Entity Name City of Goodlettsville			Edison Vendor ID 0000002859		
Subrecipient or Recipient ☐ Subrecipient ☒ Recipient		Assistance Listing Number Rescue Squad's fiscal year end			
Service Caption (one line only) Rescue Squads Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$28,608.00				\$28,608.00
TOTAL:	\$28,608.00				\$28,608.00
Rescue Squad Selection Process Summary					
☒ Competitive Selection		Procured pursuant to the Department's approved Delegated Grant Authority (Edison #80842) to procure services in accordance with Tenn. Comp. R. & Regs. Rule 0690-03-01-04 and Rule 0690-03-01-05(4).			
☐ 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 - GG		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
STATE FIRE MARSHAL'S OFFICE
AND
CITY OF GOODLETTSVILLE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Goodlettsville, hereinafter referred to as the "Rescue Squad," is for the provision of grant funds under the Rescue Squads Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Rescue Squad Edison Vendor ID # 0000002859

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Rescue Squad shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Rescue Squads Grant Program establishes a fund for rescue squads in Tennessee which awards funds to rescue squads for equipment to better protect first responders and the communities they serve. In accordance with the grant guidelines adopted by the State, the Rescue Squad responded to a grant solicitation by submitting a Rescue Squad Grant Program Application (Attachment C), which was reviewed by the selection committee.
- A.3. The Grantor State Agency shall award a grant in the amount specified in Section C.1. to the Rescue Squad toward the line items specified in the Rescue Squads Grant Program Application (Attachment C) and specified in the Grant Budget Line-Item Detail (Attachment B).
- A.4. The Rescue Squad shall notify the Grantor State Agency in writing when the grant funds have been utilized and include a detailed list of expenditures which shall consist of invoices and receipts when applicable.
- A.5. 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 Rescue Squad'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; and
 - c. The Rescue Squad's Grant Program Application (Application C) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on April 15, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Rescue Squad 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 twenty-eight thousand six hundred eight dollars (\$28,608.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Rescue Squad 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 Rescue Squad.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. The Rescue Squad 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. Payment to the Rescue Squad shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Rescue Squad 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. Reserved.
- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- a. The Rescue Squad may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
 - b. The Rescue Squad may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Rescue Squad's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
 - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Rescue Squad shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Rescue Squad shall refund the difference to the State. The Rescue Squad shall submit the 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 Rescue Squad 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 Rescue Squad's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Rescue Squad being deemed ineligible for reimbursement under this Grant Contract, and the Rescue Squad shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Rescue Squad must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Rescue Squad request reimbursement for indirect costs, the Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Rescue Squad shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Rescue Squad under this Grant Contract or under any other agreement between the Rescue Squad and the State of Tennessee under which the Rescue Squad has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Rescue Squad shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Rescue Squad shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Rescue Squad acknowledges and agrees that, once this form is received by the State, all payments to the Rescue Squad under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Rescue Squad 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 Rescue Squad's Federal Employer Identification Number or Social Security Number referenced in the Rescue Squad's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Rescue Squad at least thirty (30) days written notice before the effective termination date. The Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad fails to properly perform its obligations under this Grant Contract, or if the Rescue Squad violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Rescue Squad shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Rescue Squad.
- D.5. Subcontracting. The Rescue Squad 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 Rescue Squad shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Rescue Squad 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 Rescue Squad in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Rescue Squad 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 Rescue Squad shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Rescue Squad 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:

Allie Stevens, Associate General Counsel
Department of Commerce and Insurance
Davy Crockett Tower
500 James Robertson Parkway
Nashville, TN 37243
allie.stevens@tn.gov
Telephone # (615) 532-3812

The Rescue Squad:

Kenneth Reeves
City of Goodlettsville
105 Longhollow Pike
Goodlettsville., TN 37072
kreeves@goodlettsville.gov
Telephone # 615-851-2245

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 Rescue Squad. 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 Rescue Squad shall cease all work associated with the Grant Contract. Should such an event occur, the Rescue Squad shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Rescue Squad 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 Rescue Squad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Rescue Squad 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 Rescue Squad shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Rescue Squad shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Rescue Squad warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Rescue Squad 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 Rescue Squad 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 Rescue Squad in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Rescue Squad 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 Rescue Squad on behalf of the State, the Rescue Squad agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Rescue Squad 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 Rescue Squad, provide Rescue Squad 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 Rescue Squad 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 Rescue Squad in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Rescue Squad, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Rescue Squad and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Rescue Squad and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Rescue Squad's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Rescue Squad shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Rescue Squad 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 Rescue Squad 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 Rescue Squad'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 Rescue Squad shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Rescue Squad 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 Rescue Squad 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 Rescue Squad shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Rescue Squad'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 Rescue Squad 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 Rescue Squad shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Rescue Squad shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Rescue Squad shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Rescue Squad is subject to an audit. The Rescue Squad should submit only one, completed form online during the Rescue Squad's fiscal year. Immediately after the fiscal year has ended, the Rescue Squad shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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.

- 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 Rescue Squad 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 Rescue Squad is a subrecipient, the Rescue Squad shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Rescue Squad 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 Rescue Squad's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Rescue Squad 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 Rescue Squad's performance longer than forty-eight (48) hours, the State may, upon notice to Rescue Squad: (a) cease payment of the fees until Rescue Squad 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. Rescue Squad 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 Rescue Squad 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 Rescue Squad 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. State Interest in Equipment or Motor Vehicles. The Rescue Squad shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Rescue Squad pursuant to the

provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Rescue Squad pursuant to the provisions of this program's prior year Grant Contracts between the State and the Rescue Squad.

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

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

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

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

The Rescue Squad shall submit its inventory control report of all equipment or motor vehicles

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

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

- D.28. State and Federal Compliance. The Rescue Squad shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Rescue Squad 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 Rescue Squad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Rescue Squad 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 Rescue Squad 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 Rescue Squad 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 Rescue Squad by the State or acquired by the Rescue Squad 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 Rescue Squad to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Rescue Squad 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. Rescue Squad 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.

- D.36. State Sponsored Insurance Plan Enrollment. The Rescue Squad warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Rescue Squad unless Rescue Squad first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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.

IN WITNESS WHEREOF,

CITY OF GOODLETTSVILLE:

RESCUE SQUAD SIGNATURE

DATE

PRINTED NAME AND TITLE OF RESCUE SQUAD SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: April 15, 2024 END: April 14, 2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	RESCUE SQUAD PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$28,608.00	0.00	\$28,608.00
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
25	GRAND TOTAL	\$28,608.00	0.00	\$28,608.00

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: <https://www.tn.gov/finance/looking-for/policies.html>).

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

ATTACHMENT B**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Hydraulic Cutter Battery Powered	\$13,174.00
Hydraulic Spreader Battery Powered	\$14,721.00
Batteries and Charger	\$713.00
TOTAL	\$28,608.00



Solicitation Name: Rescue Squad Grant Program

Application ID

2024-1853

Application Type

Rescue Squad

Send External Emails To: 23-9a330d-171df9-TNState-2e4fddea@smartsimple.com

Acknowledgement

Solicitation Document: [80842_Amendment_1_-_Final_w_Format_Edits.pdf](#), [80842_FY24_Rescue_Squads_DGA.pdf](#)

Solicitation Name: Rescue Squad Grant Program

Brief Description: In 2022, Governor Bill Lee and the General Assembly approved the funding of this program for the purchase of lifesaving equipment by Tennessee rescue squads. The Program provides for three million dollars (\$3,000,000) to be disbursed to applicant rescue squads across the three (3) Grand Divisions.

Program Purpose: The Rescue Squads Grant Program establishes a \$3 million fund for Rescue Squads and creates a state grant program awarding funds to Rescue Squads for equipment to better protect first responders and the communities they serve.

Released On: January 08, 2024

Completed Application February 08, 2024 16:30:00

Due By:

☒ I attest that this application was created and written by a human and that this applicant has the capacity to fulfill and/or provide the project described in this application.

Qualification Criteria

Instructions

- Completing this checklist will help you prepare your Rescue Squads Grant Program application.
- Prior to turning in your application, ensure that you've completed or meet the following:

Criteria List

- ☒ Verified active Charter registration with the Secretary of State's Office
- ☒ Confirmed that my rescue squad is recognized by local government in Tennessee to provide rescue services
- ☒ Verified that my rescue squad has obtained Edison Supplier ID or provided completed W-9 form

General Information

Organization Information: City of Goodlettsville Fire Department
105 Longhollow Pike
Goodlettsville., Tennessee, 37072
Phone: 615-851-2245

Rescue Squad Statistics

Did your Rescue Squad receive funds from the Rescue Squad Grant Program last year?

No

Number of Category 1 Type Missions/Incidents reported to TARS or TFIRS in the past three (3) Years

925

Expenditures Reported in the last 3 Years

\$231,237

Does your Rescue Squad work mutual aid with all first responder agencies within the county?

Yes

Does your Rescue Squad provide rescue services 100% within Tennessee?

Yes

Please check the type(s) of rescue services provided by your rescue squad

- | | |
|---|---|
| ☒ EMS | ☐ SAR |
| ☒ Extrication | ☒ Rope Rescue |
| ☐ Water Recovery | ☐ Swift Water Rescue |
| ☐ Trench Rescue | ☐ Structural Collapse |
| ☐ Cave | ☐ Other |

Scope of Service

Application

What items are you requesting for in this application? How will this grant funding assist your department in improving firefighter/rescue squad safety and protecting lives and property in your jurisdiction?

Note: This narrative will be redacted of any information that can identify your Volunteer Fire Department/Rescue Squad prior to presentation to the Selection Committee.

The REDACTED Fire Department seeks the purchase of hydraulic rescue tools (battery powered) for use on our single response engine. We currently run 17 year old gas powered tools and the reliability and portability has been a problem. We provide rescue services on 6 miles of Interstate 65, 2.8 miles of Vietnam Vets interstate by-pass, and Highway REDACTED for approximately 7.8 miles and highway REDACTED for approximately 4.2 miles for a total of 20.2 miles of interstate and state highways.

We provide these services in automatic aid partnership with REDACTED, the City of REDACTED, and the City of REDACTED but we are the only ENGINE company in those jurisdictions that provide extrication services meaning without us, the patient must wait for the arrival of a dedicated truck or rescue company. The MVA occurrences are numerous and often at high speeds.

We humbly request updated equipment with which to provide this critical lifesaving service.

note.

The total expenditures number on the previous page is our approved 3 year budget for tools and equipment which purchases all durable equipment as well as expendables for our department that made 4785 call last year. .

Budget

Click the "+" button which will open a new window, enter the details of your request and make sure to click "Create Budget Items" to save when finished.

Budget Year	Last Modified
No Results Found	



Application Request Amount

How much total funding are you requesting?

\$40,167.00

Budget Summary

All items requested must meet the most current applicable standard.

Item Description	Priority	Nbr of Items in Current Inventory	Nbr of Items to be Replaced with Funding	Avg Age of Items to be Replaced (in years)	Nbr of New Items to be Added to Inventory with Funding	Total Nbr of Items Requested (replacement + new)	Item Price (per unit)	Total Cost
Other								
Hydraulic Cutter Battery Powered		1	1	17	0	1	\$13,174.00	\$13,174.00
Hydraulic Spreader Battery Powered		1	1	17	0	1	\$14,721.00	\$14,721.00
Hydraulic Ram Battery Powered		1	1	17	0	1	\$11,559.00	\$11,559.00
Batteries and charger		0	0	0	1	1	\$713.00	\$713.00
TOTAL AMOUNT REQUESTED								\$40,167.00

Roster

Roster

Name	PSID
Kory Anderson	7687-4981
Sean Boswell	2243-2118
Jamie Cohea	24215
David Dorris	27749
Ian Durham	28859
Michael Fuqua	1582-8541
Mitch Graves	0123-5409
Derek Gordon	5252-1355
Michael Hackett	19481
Jake Herder	9786-9763
Dan Huddleston	8514-0632
Mac Lassiter	33475
Christian Moffett	8155-3954
Kenneth Reeves	5677
Andrew Robertson	3785
Jonathan Schmidt	5208-1443
Zack Scott	1461-2170
Ryan Stone	16664
Shane Toll	1897
Josh Wright	36473
Brandon George	9116-6972
James Hicks	4372

Supporting Documentation



W9

[Good_W9.pdf](#)

133.5 KB - 02/07/2024 10:54AM

Total Files: 1

Attachment

[Goodlettsville_Fire_Dept__Amkus_ION_Tool_Quote_2-24.pdf](#)

73.8 KB - 02/07/2024 11:46AM

[Rescue_Squad_designation.pdf](#)

176.4 KB - 02/07/2024 11:10AM

Total Files: 2

☒ I certified that I have attached all required/requested documents listed above.

Organization Contacts

Assign Authorized Kenneth Reeves
Official:

☒ By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE: RESOLUTION 24-1207</u> A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN MILLER JUSTICE CONSULTING, LLC AND THE CITY OF GOODLETTSVILLE, TENNESSEE FOR A STAFFING ANALYSIS AND FORMULATION OF A COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT. <u>PRESENTED BY:</u> Tim Ellis, City Manager Gary Goodwin, Police Chief	Agenda Item: Resolution 24-1207 Dept. of Origin: Police For Agenda of: April 11, 2024 Originator: Tim Ellis Cost of Item: \$35,000.00 funds derived from ARPA Allocations
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1207

SUMMARY STATEMENT:

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN MILLER JUSTICE CONSULTING, LLC AND THE CITY OF GOODLETTSVILLE, TENNESSEE FOR A STAFFING ANALYSIS AND FORMULATION OF A COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT

FINANCIAL SUMMARY:

\$35,000.00 funds derived from ARPA Allocations

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1207.

**RESOLUTION NO. 24-
1207**

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN MILLER JUSTICE CONSULTING, LLC AND THE CITY OF GOODLETTSVILLE, TENNESSEE FOR A STAFFING ANALYSIS AND FORMULATION OF A COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT.

WHEREAS, the City of Goodlettsville strives to provide the highest quality of services to its citizens; and,

WHEREAS, public safety is one aspect of such services; and

WHEREAS, staffing of law enforcement is vital in the prevention and solving of crime within the City of Goodlettsville.

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

Section 1. That the City of Goodlettsville Board of Commissioners authorizes an agreement between Miller Justice Consulting, LLC and the City of Goodlettsville for the purpose of conducting a staffing analysis and formulation and submission of a Community Oriented Policing Services (COPS) Grant.

Section 2. Miller Justice Consulting, LLC would be compensated \$35,000.00 with funds being derived from the original allocation of American Rescue Plan Act monies.

Section 3. The City Manager is authorized to execute said agreement and any other documents associated with said grant.

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

Date adopted: April 11, 2024

MAYOR
RUSTY
TINNIN

ATTEST:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY