



July 11, 2024

Board of Commissioners  
6:30 PM

City Hall - Massie Chambers

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.

3. Approval of minutes.

- a. Reading of the June 6, 2024 special called 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 24-1089, an ordinance to amend the design guidelines to define site and building light color restrictions. **SECOND READING & PUBLIC HEARING**
  - b. Consider Ordinance 24-1090, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway from CSL, Commercial Services Limited to RC1,

Regional Center Planned Unit Development zoning district and preliminary master plan approval. **SECOND READING & PUBLIC HEARING**

- c. Consider Resolution 24-1210, a resolution authorizing the execution of a contract amendment with Outfront Media, LLC. in regards to billboards located on city owned property located at 2436 Gallatin Road.

9. New Business.

- a. Consider Ordinance 24-1091, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include a Residential Limited Scale Planned Unit Development section. **FIRST READING**
- b. Consider Ordinance 24-1092, an ordinance to amend Ordinances 06-674 and 09-724 as amended, the Zoning Ordinance and Sign Ordinance of the City of Goodlettsville, to increase the permitted ground sign height and area in the Commercial Core Overlay. **FIRST READING**
- c. Consider Ordinance 24-1093, an ordinance to amend all previous ordinances as it relates to a schedule of rates to be charged for sewer services supplied by the sewer system of the City of Goodlettsville, Tennessee, as it relates to non-resident consumers. **FIRST READING**
- d. Consider Resolution 24-1213, a resolution to approve a contract between the City of Goodlettsville, Tennessee and the Tennessee Department of Transportation for the maintenance of certain State of Tennessee right-of-way.

10. Adjournment.

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

[abaker@goodlettsville.gov](mailto: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](http://www.goodlettsville.gov)



Special Called Meeting  
Board of Commissioners

June 6, 2024

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: None.

Also Present: Tim Ellis, Allison Baker, Addam McCormick, Gary Goodwin, Larry DiOrio, Mary Laine Hucks, Julie High and Russell Freeman.

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

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

Consider the minutes of the May 9, 2024 regular meeting of the Board of Commissioners by the Recorder for approval or correction. Commissioner Young made a motion to approve the minutes as written. Commissioner Huffman seconded the motion and motion passed 5-0.

Comments from citizens.

Mr. Scott Horton of 528 Natalie Drive addressed the board in opposition of amending the chicken ordinance.

Comments of the City Manager and staff.

City Manager Ellis announced the Independence Day Celebration that will be held on July 3rd at Moss-Wright Park.

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

Commissioner Zach Young wanted to highlight the new historical marker that was unveiled at Goodlettsville Middle School to commemorate the location of the former Goodlettsville High School. It is on Main Street on the corner closest to the Presbyterian Church.

Consent agenda items.

Consider Unfinished Business.

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. Commissioner Young made a motion to consider Ordinance 24-1082. Commissioner Anderson seconded the motion. Commissioner Young clarified that the second reading would require a public hearing. He stated based on discussion in the study session and based on comments tonight, he is not ready to completely say no tonight. Commissioner Young made a motion to re-refer this to the Planning Commission to look at the additional restrictions discussed including distance, screening and possible permit process. Vice Mayor Duncan seconded the motion. Commissioner Huffman stated if we refer this back we will keep pushing this along over and over. He stated he did not want to refer it back and wanted to do something about it tonight. Vice Mayor Duncan rescinded her second. Motion now died due to a lack of a second. Commissioner Young asked if this commission thought there was some fine-tuning that could be done, if not, let's move on. Commissioner Young made a motion for a one meeting deferral for Mr. McCormick to come back with some additional restrictions. Motion died due to a lack of a second. Vote was then taken which resulted in a 1-4 vote to deny Ordinance 24-1082. Mayor Tinnin voted to approve Ordinance 24-1082 and the rest voted to deny Ordinance 24-1082.

Consider Ordinance 24-1087, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget for the fiscal year beginning July 1, 2024 and ending June 30, 2025, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 24-1087. Commissioner Huffman seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed budget, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1087.

Consider Ordinance 24-1088, an ordinance adopted for the purpose of amending the City of Goodlettsville, Tennessee Municipal Zoning Ordinance regulating development within the corporate limits of Goodlettsville, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 24-1088. Commissioner Huffman seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1088.

Consider New Business.

Consider Ordinance 24-1089, an ordinance to amend the design guidelines to define site and building light color restrictions, first reading. Vice Mayor Duncan made a motion to consider Ordinance 24-1089. Commissioner Huffman seconded the motion. Commissioner Young asked where this started. Planning Director McCormick stated one of the Planning Commissioners asked him to review it as some businesses in the city had bright lights on their buildings. The intention is for businesses not to be able to put bright, colored lights on their buildings and in their parking lots. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1089.

Consider Ordinance 24-1090, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway from CSL, Commercial Services Limited to RC1, Regional Center Planned Unit Development

zoning district and preliminary master plan approval, first reading. Commissioner Huffman made a motion to consider Ordinance 24-1090. Commissioner Anderson seconded the motion. The developers then presented an overview of the project to the Commissioners. Commissioner Young stated this project is the most transformational one he has seen come before the board during his time as a Commissioner. He said his only criticism is that this project is massively over-parked. He said he hoped we could have a serious conversation about our parking requirements. Our parking requirements are overdone and wants more usable space for retail and other businesses. Mayor Tinnin stated we are trying to protect our properties that are so important to us. He stated this project is what we are looking for in Goodlettsville. Vice Mayor Duncan agreed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1090.

Consider Resolution 24-1210, a resolution authorizing the execution of a contract amendment with Outfront Media, LLC. in regards to billboards located on city owned property located at 2436 Gallatin Road. Commissioner Anderson made a motion to consider Resolution 24-1210. Vice Mayor Duncan seconded the motion. Commissioner Young asked for clarification that the rent payment would not be going up. City Manager Ellis stated it would not be an increase in rent payment but we negotiated 500,000 impressions. There was discussion. Commissioner Young made a motion for a one meeting deferral to see a cost benefit analysis of the impressions versus rent. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 5-0 vote to defer Resolution 24-1210 for one meeting.

Consider Resolution 24-1211, a resolution authorizing the execution of an inter-local agreement between the City of Goodlettsville, Tennessee and the City of Millersville, Tennessee in reference to fire mutual aid. Vice Mayor Duncan made a motion to consider Resolution 24-1211. Commissioner Anderson seconded the motion. City Manager Ellis stated with this agreement we can give 30 days notice to terminate. He said we need to revisit this in six months if the other agency does not have a semblance of a fire department to provide mutual aid. City Attorney Freeman stated we have to have this agreement in place if we are going to respond in Millersville. Commissioner Anderson stated his only concern was not emptying our city and making sure our people were protected. There was discussion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 24-1211.

Consider Resolution 24-1212, 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. Commissioner Huffman made a motion to consider Resolution 24-1212. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 24-1212.

Vice Mayor Duncan wished all fathers a Happy Father's Day!

With no further business, Commissioner Anderson made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 7:19pm.



## **AGENDA SUMMARY SHEET**

**Board of Commissioners  
City of Goodlettsville**

|                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SUBJECT TITLE: ORDINANCE 24-1089</b><br>An ordinance to amend the Design Guidelines to define site and building light color restrictions.<br><b>SECOND READING &amp; PUBLIC HEARING</b><br><br><b>PRESENTED BY:</b><br>Tim Ellis, City Manager<br>Addam McCormick, Sr. Director of Community Development | <b>Agenda Item:</b> Ordinance 24-1089<br><br><b>Dept. of Origin:</b> Planning<br><br><b>For Agenda of:</b> July 11, 2024<br><br><b>Originator:</b> Addam McCormick<br><br><b>Cost of Item:</b> N/A |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **AGENDA ITEM ATTACHMENTS:**

Ordinance 24-1089

### **SUMMARY STATEMENT:**

An ordinance to amend the Design Guidelines to define site and building light color restrictions.

### **FINANCIAL SUMMARY:**

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

### **RECOMMENDED ACTION:**

Planning Commission and Staff recommend Ordinance 24-1089.

**ORDINANCE 24-1089**

**AN ORDINANCE TO AMEND THE DESIGN GUIDELINES TO DEFINE SITE AND BUILDING LIGHT COLOR RESTRICTIONS**

**WHEREAS**, the City’s Design Guidelines intent and purpose includes improving the aesthetic appearance of development throughout the City of Goodlettsville; and,

**WHEREAS**, the City’s Design Guidelines intent and purpose includes emphasizing the masking of utilitarian elements that can interrupt and disrupt the City’s public viewsheds; and,

**WHEREAS**, the City’s Design Guidelines Lighting Section intent and purpose includes providing lighting that compliments new development with minimum adverse impact on adjacent properties and the public realm; and,

**WHEREAS**, the Goodlettsville Planning Commission at the May 6, 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. 11-767 adopted on second and final reading on January 12, 2012, being the Design Guidelines of Goodlettsville, Tennessee, be and the same is hereby amended including a revision to section **3.4 LIGHTING** to define lighting color restrictions 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 24-1089**  
**“EXHIBIT A”**

**AMENDMENT**

**Section 3.4 LIGHTING**

**1. Design Criteria**

Objective: Provide lighting that compliments new development with minimum adverse impact on adjacent properties and the public realm.

- Lighting levels should be as even as possible.
- Light fixtures which cast light primarily downward should be used.
- Warm lighting colors are preferred; blue-white color is discouraged. ***Light fixtures must have a color temperature of less than a 6,000 Kelvin temperature and not include defined bright colors. Design exceptions may be reviewed for sport facilities, industrial and commercial/industrial developments internal project lighting, and decorative approved accent lighting. Seasonal lighting would not be prohibited. The scale and color of proposed architectural or landscaping accent colored lighting shall be determined by the Planning Commission based on the character and scale of the project and area. Unless approved by the Planning Commission based on site development scale and type, light fixtures shall not be permitted to mix different types of light color or hues within a site. No exterior lighting shall have any blinking, flashing or fluttering lights or other illuminating device that has a changing light intensity, brightness, or color***
- Lighting fixtures should be shielded to prevent glare.



## **AGENDA SUMMARY SHEET**

**Board of Commissioners  
City of Goodlettsville**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>SUBJECT TITLE: ORDINANCE 24-1090</u></b><br/>An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway from CSL, Commercial Services Limited to RC1, Regional Center Planned Unit Development zoning district and preliminary master plan.</p> <p><b>SECOND READING &amp; PUBLIC HEARING</b></p> <p><b><u>PRESENTED BY:</u></b><br/>Tim Ellis, City Manager<br/>Addam McCormick, Sr. Director of Community Development</p> | <p><b>Agenda Item:</b> Ordinance 24-1090</p> <p><b>Dept. of Origin:</b> Planning</p> <p><b>For Agenda of:</b> July 11, 2024</p> <p><b>Originator:</b> Addam McCormick</p> <p><b>Cost of Item:</b> N/A</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **AGENDA ITEM ATTACHMENTS:**

Ordinance 24-1090

### **SUMMARY STATEMENT:**

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway from CSL, Commercial Services Limited to RC1, Regional Center Planned Unit Development zoning district and preliminary master plan.

### **FINANCIAL SUMMARY:**

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

### **RECOMMENDED ACTION:**

Planning Commission and Staff recommend Ordinance 24-1090.

## **ORDINANCE NO. 24-1090**

### **AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING OF PROPERTIES ON RIVERGATE PARKWAY FROM CSL, COMMERCIAL SERVICES LIMITED TO RC1, REGIONAL CENTER PLANNED UNIT DEVELOPMENT ZONING DISTRICT AND PRELIMINARY MASTER PLAN APPROVAL**

**WHEREAS**, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, and use of 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 City's Zoning Ordinance Regional Center Planned Unit Development section includes but is not limited to providing for mixed use commercial and residential uses at a higher density and intensity of development associated with an urban center. The regional center design includes pedestrian and streetscape-oriented design with regulations permitting flexibility for design oriented planned unit developments; and,

**WHEARAS**, the City's Comprehensive Land Use Plan October 2020 amendment defines Regional Center Commercial as mixed use residential and commercial center for various residential types, entertainment, retail sales and services, hospitality and restaurants, professional and medical offices and clinics, research and development, educational facilities but exempting conflicting industrial type facilities; and,

**WHEARAS**, the City's Comprehensive Land Use Plan October 2020 amendment defines the location of the Regional Center Commercial Higher Intensity area including the east side of Rivergate Parkway from RiverGate Mall to Conference Drive and Vietnam Veterans Boulevard/SR 386; and,

**WHEREAS**, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on May 6, 2024 to recommend its passage to the Board of Commissioners based on the Regional Center High Intensity Planned Unit Development and 1000C Rivergate Parkway mixed use preliminary master plan with defined stipulations including a mixed use development with 340 residential units, 120 room hotel, and 17,000 square feet of commercial center buildings is consistent with the City's Comprehensive Land Use Plan,

**NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSE, 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 to RC1, REGIONAL CENTER PLANNED UNIT DEVELOPMENT for the referenced portion properties attached as “EXHIBIT A” and described as follows:

**THE 9.33 ACRE PROPERTY AT 1000 C RIVERGATE PARKWAY REFERENCED AS MAP 0261400 PARCEL 2400 AND THE 2.49 ACRE PROPERTY AT 0 RIVERGATE PARKWAY REFERENCED AS MAP 0261400 PARCEL 3100 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**

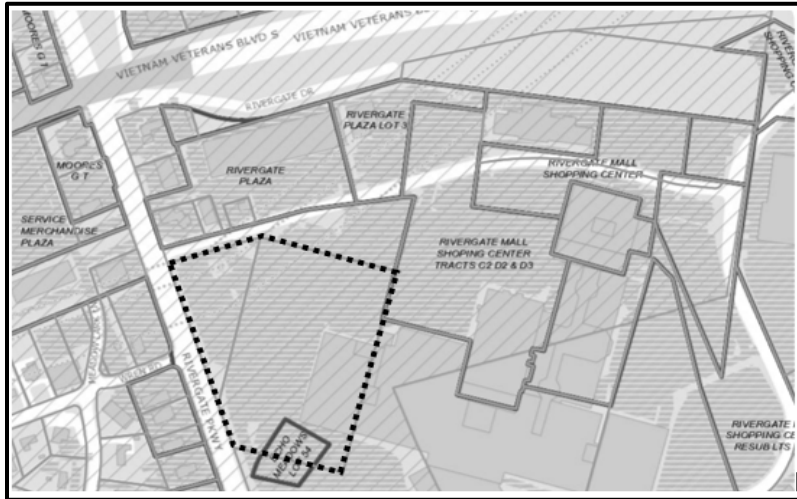
Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

**ORDINANCE 24-1090**  
**“EXHIBIT A”**

**SUBJECT PROPERTIES**

1000C Rivergate Parkway Tax Map/Parcel# 02614002400  
0 Rivergate Parkway Tax Map/Parcel# 02614003100





**AGENDA SUMMARY SHEET**  
**Board of Commissioners**  
**City of Goodlettsville**

---

|                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>SUBJECT TITLE:</u> RESOLUTION 24-1210</b><br/>A resolution authorizing the execution a contract amendment with Outfront Media, LLC. in regards to billboards located on city owned property located at 2436 Gallatin Road.</p> <p><b><u>PRESENTED BY:</u></b> Tim Ellis, City Manager</p> | <p><b>Agenda Item:</b> Resolution 24-1210</p> <p><b>Dept. of Origin:</b> Administration</p> <p><b>For Agenda of:</b> July 11, 2024</p> <p><b>Originator:</b> Tim Ellis</p> <p><b>Cost of Item:</b> \$21,600 Net Income<br/>500,000 Impressions on<br/>Digital Boards throughout the<br/>State</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**AGENDA ITEM ATTACHMENTS:**

Resolution 24-1210  
Lease Addendums

**SUMMARY STATEMENT:**

A resolution authorizing the execution of a contract amendment with Outfront Media, LLC. in regards to billboards located on city owned property located at 2436 Gallatin Road.

**FINANCIAL SUMMARY:**

\$21,600 Net Income  
500,000 Impressions on Digital Boards throughout the State

**RECOMMENDED ACTION:**

Staff's recommendation is approval of Resolution 24-1210.

**RESOLUTION 24-1210**

**A RESOLUTION TO ENTER INTO AGREEMENT EXTENSIONS WITH OUTFRONT MEDIA, LLC. FOR THE LEASE OF CITY OWNED PROPERTY FOR PURPOSES OF HOUSING BILLBOARDS**

**WHEREAS**, the City currently leases property to Outfront Media, LLC. (company) upon which the company has billboards positioned, and

**WHEREAS**, the company wishes to secure access to the existing site for additional time for the purposes of billboard advertising, and

**WHEREAS**, the City will benefit from income revenue with no burden on its citizens by making the space available to the company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT AGREEMENTS BE EXECUTED WITH OUTFRONT MEDIA, LLC. UNDER WHICH THE CITY LEASES PROPERTY TO OUTFRONT MEDIA, LLC., THAT CITY-OWNED PROPERTY KNOWN AS THE MANSKER CREEK STATION PROPERTY AND THE CITY MANAGER IS HEREBY AUTHORIZED TO EXECUTE SUCH AGREEMENT.**

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

Date adopted: July 11, 2024

\_\_\_\_\_  
Mayor Rusty Tinnin

Attest

\_\_\_\_\_  
City Recorder

Approved as to form and legality

\_\_\_\_\_  
City Attorney

## EXHIBIT I



Lease No. 01641.028825

### AMENDMENT

**THIS LEASE AMENDMENT** (the “Amendment”) by and between **City of Goodlettsville** (the “LESSOR”), and **OUTFRONT Media, LLC** (the “LESSEE”), is made effective as of the **22nd** day of **April 2024** (the “Effective Date”).

### RECITALS

**WHEREAS**, LESSOR and LESSEE (as successor in interest to **CBS Outdoor**) are parties to that certain Lease dated **March 7, 2007** and as amended by addenda/ amendments(s) dated **February 24, 2010, January 5, 2012, and November 13, 2018** (together the “LEASE”); and

**WHEREAS**, LESSEE and LESSOR now desire to amend the Lease pursuant to the terms and conditions of this Amendment

**NOW, THEREFORE**, in considerations of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

### WITNESSETH

- 1. Capitalized Terms.** All capitalized terms used herein, unless otherwise defined herein, have the same meanings ascribed to them in the Lease.
- 2. Amendments to the Lease:**

**This Lease is hereby extended for a term of five (5) years commencing April 1, 2024 (the “Extended Term”). Rent during the Extended Term shall be \$21,600 per year paid annually in advance.**

**Should LESSEE be successful in installing digital screens on its sign structure, Rent during the Extended Term shall increase to \$45,600 per year and will be prorated for the year of installation based on the first day of the first full month that the digital screens are displaying advertising. Should LESSEE be successful in installing digital screens on its sign structure, LESSEE shall have the option to extend this Lease for an additional 5 years at the end of the Extended Term (the “Option Period”). LESSEE shall notify LESSOR in writing of the date the digital screens are displaying advertising and of its intent to exercise its option to extend the Lease term.**

Upon execution of this Lease amendment, LESSEE agrees to provide LESSOR with space available advertising across its digital billboard network in Tennessee (Nashville and Memphis markets including Jackson, TN and Southaven, MS) to promote tourism for the City of Goodlettsville. LESSEE will deliver 500,000 impressions to LESSOR per four-week period during the Extended Term and Option Period, if applicable. LESSEE will provide LESSOR with quarterly proof of performance reports to showcase where in the network the advertising was posted and how many impressions were delivered. LESSEE will provide these reports to the City Manager and Director of Tourism concurrently.

Dedicated LESSEE contacts to ensure performance of the above paragraph are:

General Manager, Patrick Harrington, 404-310-4445, [patrick.harrington@outfront.com](mailto:patrick.harrington@outfront.com)  
Real Estate Manager, Russell Burdette, 706-401-8524, [russell.burdette@outfront.com](mailto:russell.burdette@outfront.com)  
Real Estate Admin, Casey Funtal, 615-913-8919, [casey.funtal@outfront.com](mailto:casey.funtal@outfront.com)

**3. Amendment Controls.** Except as otherwise set forth herein, all the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall govern.

**4. Counterparts.** This Amendment may be executed in one or more counterparts and delivered by regular, certified, registered, or electronic mail (in pdf format), each of which shall be deemed an original hereof and all of which together shall be deemed to be one and the same instrument.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

**LESSOR: City of Goodlettsville**

**LESSEE: OUTFRONT Media, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



Lease No. 01641.028823

## AMENDMENT

**THIS LEASE AMENDMENT** (the “Amendment”) by and between **City of Goodlettsville** (the “LESSOR”), and **OUTFRONT Media, LLC** (the “LESSEE”), is made effective as of the **22nd** day of **April 2024** (the “Effective Date”).

## **RECITALS**

**WHEREAS**, LESSOR and LESSEE (as successor-in-interest to **CBS Outdoor**) are parties to that certain Lease dated **March 7, 2007** and as amended by addenda/ amendments(s) dated **February 24, 2010, January 5, 2012, and November 13, 2018** (together the “LEASE”); and

**WHEREAS**, LESSEE and LESSOR now desire to amend the Lease pursuant to the terms and conditions of this Amendment

**NOW, THEREFORE**, in considerations of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

## **WITNESSETH**

**1. Capitalized Terms.** All capitalized terms used herein, unless otherwise defined herein, have the same meanings ascribed to them in the Lease.

**2. Amendments to the Lease:**

**This Lease is hereby extended for a term of five (5) years commencing April 1, 2024 (the “Extended Term”). Rent during the Extended Term shall be \$12,000 per year paid annually in advance. Should LESSEE exercise its option to extend lease 028825 located on the same property, then this Lease shall automatically renew for an additional five (5) years at the expiration of the Extended Term.**

**3. Amendment Controls.** Except as otherwise set forth herein, all the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall govern.

**4. Counterparts.** This Amendment may be executed in one or more counterparts and delivered by regular, certified, registered, or electronic mail (in pdf format), each of which shall be deemed an original hereof and all of which together shall be deemed to be one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

**LESSOR: City of Goodlettsville**

**LESSEE: OUTFRONT Media, LLC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Title**



## **AGENDA SUMMARY SHEET**

**Board of Commissioners  
City of Goodlettsville**

|                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>SUBJECT TITLE: ORDINANCE 24-1091</u></b><br/>An ordinance to amend Ordinance 06-674 as amended, the zoning ordinance of the City of Goodlettsville, to include a Residential Limited Scale Planned Unit Development Section.</p> <p><b><u>FIRST READING</u></b></p> <p><b><u>PRESENTED BY:</u></b><br/>Tim Ellis, City Manager<br/>Addam McCormick, Sr. Director of Community Development</p> | <p><b>Agenda Item:</b> Ordinance 24-1091</p> <p><b>Dept. of Origin:</b> Planning</p> <p><b>For Agenda of:</b> July 11, 2024</p> <p><b>Originator:</b> Addam McCormick</p> <p><b>Cost of Item:</b> N/A</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **AGENDA ITEM ATTACHMENTS:**

Ordinance 24-1091

### **SUMMARY STATEMENT:**

An ordinance to amend Ordinance 06-674 as amended, the zoning ordinance of the City of Goodlettsville, to include a Residential Limited Scale Planned Unit Development Section.

### **FINANCIAL SUMMARY:**

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

### **RECOMMENDED ACTION:**

Planning Commission and Staff recommend Ordinance 24-1091.

**ORDINANCE 24-1091**

**AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF GOODLETTSVILLE, TO INCLUDE A RESIDENTIAL LIMITED SCALE PLANNED UNIT DEVELOPMENT SECTION**

**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, reconstruction, alteration and use of buildings; and,

**WHEREAS**, the City's Zoning Ordinance Planned Unit Development section intent and purpose includes promoting flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and to provide a mechanism for the ownership of land, utilities, streets, and facilities in common as well as the maintenance and disposition thereof; and,

**WHEREAS**, the Goodlettsville Planning Commission's review of the Residential Limited Scale Planned Unit Development was based on prior small scale projects the Planning Commission conceptually reviewed and discussed that redevelopment designs need to respect the existing neighborhood designs and include appropriate density but also permit creative and flexible project designs; and,

**WHEREAS**, The Goodlettsville Planning Commission at the June 3, 2024 regularly scheduled meeting reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners.

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

**SECTION 1.** That Ordinance No. 06-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended by adding the Residential Limited Scale Planned Unit Development section including amendments to the Zoning Ordinance section 14-210 (4) (a) and the addition of a new section 14-210 (4) (f) (v.) as listed 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) 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

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
CITY ATTORNEY

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

## **ORDINANCE 24-1091**

### **“EXHIBIT A”**

#### **Zoning Ordinance Amendment#1 14-210 (4) (a)**

(a) Type of developments. There are hereby created three types of residential PUDs as follows:

Low density residential PUD: LDRPUD.

Medium density residential PUD: MDRPUD.

High density residential PUD: HDRPUD.

**Residential Limited Scale PUD: RLSPUD.**

#### **Zoning Ordinance Amendment#2 14-210 (4) (f) (v.)**

##### **(v.) Residential Limited Scale Planned Unit Development**

**A. The purpose of the district is to provide flexible and efficient small scale residential designs for in-fill type developments in defined areas of the City currently designated as R7, High Density and R-10, Medium Density zoning districts. The master plan-based zoning would permit the City to review and include certain defined consistency requirements with adjacent properties. The Goodlettsville Planning Commission and City Commission with the preliminary master plan review may permit the zoning designation in other areas of the city depending on the proposed project design and scale.**

**B. Project site and building designs except as defined in this section to meet the requirements of the residential planned unit development standards.**

**C. Maximum density is seven (7) units per acre with a minimum area of dedicated open space of fifteen (15%). Dedicated open space per this section does not include individual decks/patios, garages, or parking.**

**D. Permitted activities including detached, attached, semi-attached residential units may be permitted when deemed appropriate by the Goodlettsville Planning Commission and City Commission as approved with the preliminary master plan. The preliminary master plan review may include depending on the project design area characteristics and setting limited scale retail/service oriented commercial uses.**

**E. Property perimeter minimum building setbacks to be a minimum fifteen (15') feet. The perimeter area to include dedicated open space either on an individual or common lot/property. The amount of required dedicated open space in the perimeter buffer may be reduced to permit parking, decks/patios based on the project scale and design and area characteristics with landscaping, solid fence or wall, or a combination design.**

**F. Residential units may be located on a single lot, individual lots, or other ownership methods including private maintenance provided by a property owners association.**

**G. The maximum building height shall be thirty-five (35') feet, but the Planning Commission and City Commission may require building designs limited to a two (2) story design based on the project design and scale and adjacent area characteristics and settings.**

**H. Each residential unit to include a dedicated one car garage on the property and the garage designs to meet the requirements of the residential planned unit development standards. Alternative designs may be reviewed by the Planning Commission and City Commission with the preliminary master plan based on the project design and scale and area characteristics and settings.**



## **AGENDA SUMMARY SHEET**

**Board of Commissioners  
City of Goodlettsville**

|                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>SUBJECT TITLE: ORDINANCE 24-1092</u></b><br/>An ordinance to amend Ordinances 06-674 and 09-724 as amended, the Zoning Ordinance and Sign Ordinance of the City of Goodlettsville, to increase the permitted ground sign height and area in the Commercial Core Overlay.</p> <p><b>FIRST READING</b></p> <p><b><u>PRESENTED BY:</u></b><br/>Tim Ellis, City Manager<br/>Addam McCormick, Sr. Director of Community Development</p> | <p><b>Agenda Item:</b> Ordinance 24-1092</p> <p><b>Dept. of Origin:</b> Planning</p> <p><b>For Agenda of:</b> July 11, 2024</p> <p><b>Originator:</b> Addam McCormick</p> <p><b>Cost of Item:</b> N/A</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **AGENDA ITEM ATTACHMENTS:**

Ordinance 24-1092

### **SUMMARY STATEMENT:**

An ordinance to amend Ordinances 06-674 and 09-724 as amended, the Zoning Ordinance and Sign Ordinance of the City of Goodlettsville, to increase the permitted ground sign height and area in the Commercial Core Overlay.

### **FINANCIAL SUMMARY:**

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

### **RECOMMENDED ACTION:**

Planning Commission and Staff recommend Ordinance 24-1092.

## ORDINANCE 24-1092

### **AN ORDINANCE TO AMEND ORDINANCES 06-674 AND 09-724 AS AMENDED, THE ZONING ORDINANCE AND SIGN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TO INCREASE THE PERMITTED GROUND SIGN HEIGHT AND AREA IN THE COMMERCIAL CORE OVERLAY**

**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, reconstruction, alteration and use of buildings and accessory signage; and,

**WHEREAS**, the City's Zoning Ordinance Commercial Core Overlay section intent and purpose includes creating a mixed use area with buildings located close to the street in order to establish a walkable storefront streetscape also including limited signage height and areas consistent with intended site and building design; and,

**WHEREAS**, the City's Sign Ordinance section intent and purpose includes but is not limited to permitting signs that are appropriate to their surroundings, aesthetically pleasing, appropriately scaled and integrated with the surrounding buildings and the landscape encourage design that enhances the readability and effectiveness of signs while minimizing cluttered, distracting signs; and,

**WHEREAS**, the Goodlettsville Planning Commission's review of the Commercial Core Overlay signage was to provide a limited ground signage height and area increase for improved signage visibility but maintaining along Main Street a smaller scale ground sign than permitted in other commercial zoning districts; and,

**WHEREAS**, The Goodlettsville Planning Commission at the July 1, 2024 regularly scheduled meeting reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners.

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

**SECTION 1.** That Ordinance No. 06-674 adopted on second and final reading on June 22, 2006 and Ordinance No. 09-724 adopted on second and final reading on September 8, 2011 being the municipal zoning ordinance and sign ordinance of Goodlettsville, Tennessee, be and the same is hereby amended including amendments to the Zoning Ordinance section 14-206 (6) (h) and the addition of a new Sign Ordinance section 14-305 (6) as listed 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) 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:

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

\_\_\_\_\_  
CITY ATTORNEY

## ORDINANCE 24-1092

### “EXHIBIT A”

#### **Zoning Ordinance Amendment Section 14-206 (6)(h):**

(h)Signs. All building type signs shall be either wall signs or projecting signs and are subject to the requirements of the Goodlettsville Sign Ordinance, section 14-305 of this title, "permitted signs in commercial and industrial districts" by sign zone (this sign restriction shall not apply to properties fronting on Long Hollow Pike or Rivergate Parkway).

Ground sign subject to the requirements of the Goodlettsville Sign Ordinance, section 14-305 of this title, "permitted signs in commercial and industrial districts" by sign zone and ground signs not fronting on Long Hollow Pike or Rivergate Parkway shall not exceed ~~six (6)~~ **seven (7)** feet in height and ~~twenty-five (25 sqft)~~ **thirty-six (36 sq.ft.)** square feet in area. Ground signs shall be installed meeting the following minimum setback from the property line as listed:

|                                     |                        |
|-------------------------------------|------------------------|
| 4 sq. ft. and under                 | 1-foot minimum setback |
| 5-9 sq. ft.                         | 2 feet minimum setback |
| 10-16 sq. ft.                       | 3 feet minimum setback |
| 17-20 sq. ft.                       | 4 feet minimum setback |
| 21- <del>25</del> <b>36</b> sq. ft. | 5 feet minimum setback |

#### **Sign Ordinance Amendment Section 14-305 (6):**

##### **6. Commercial Core Overlay**

All building type signs shall be either wall signs or projecting signs and are subject to the requirements of the Goodlettsville Sign Ordinance, section 14-305 of this title, "permitted signs in commercial and industrial districts" by sign zone (this sign restriction shall not apply to properties fronting on Long Hollow Pike or Rivergate Parkway).

Ground sign subject to the requirements of the Goodlettsville Sign Ordinance, section 14-305 of this title, "permitted signs in commercial and industrial districts" by sign zone and ground signs not fronting on Long Hollow Pike or Rivergate Parkway shall not exceed seven (7) feet in height and thirty-six (36 sq.ft.) square feet in area. Ground signs shall be installed meeting the following minimum setback from the property line as listed:

|                     |                        |
|---------------------|------------------------|
| 4 sq. ft. and under | 1-foot minimum setback |
| 5-9 sq. ft.         | 2 feet minimum setback |
| 10-16 sq. ft.       | 3 feet minimum setback |
| 17-20 sq. ft.       | 4 feet minimum setback |
| 21- 36 sq. ft.      | 5 feet minimum setback |



## **AGENDA SUMMARY SHEET**

**Board of Commissioners  
City of Goodlettsville**

|                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>SUBJECT TITLE: ORDINANCE 24-1093</u></b><br/>AN ORDINANCE TO AMEND ALL PREVIOUS ORDINANCES AS IT RELATES TO A SCHEDULE OF RATES TO BE CHARGED FOR SEWER SERVICES SUPPLIED BY THE SEWER SYSTEM OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS IT RELATES TO NON-RESIDENT CONSUMERS.</p> <p><b>FIRST READING</b></p> <p><b><u>PRESENTED BY:</u></b> Tim Ellis, City Manager</p> | <p><b>Agenda Item:</b> Ordinance 24-1093</p> <p><b>Dept. of Origin:</b> Administration</p> <p><b>For Agenda of:</b> July 11, 2024</p> <p><b>Originator:</b> Tim Ellis</p> <p><b>Cost of Item:</b> 30% Increase in Non-Residential Wastewater Consumer Rates</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **AGENDA ITEM ATTACHMENTS:**

Ordinance 24-1093

### **SUMMARY STATEMENT:**

AN ORDINANCE TO AMEND ALL PREVIOUS ORDINANCES AS IT RELATES TO A SCHEDULE OF RATES TO BE CHARGED FOR SEWER SERVICES SUPPLIED BY THE SEWER SYSTEM OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS IT RELATES TO NON-RESIDENT CONSUMERS.

### **FINANCIAL SUMMARY:**

30% Increase in Non-Residential Wastewater Consumer Rates

### **RECOMMENDED ACTION:**

Staff recommends the Board adopt Ordinance 24-1093.

**ORDINANCE NO. 24-1093**

**AN ORDINANCE TO AMEND ALL PREVIOUS ORDINANCES AS IT RELATES TO A SCHEDULE OF RATES TO BE CHARGED FOR SEWER SERVICES SUPPLIED BY THE SEWER SYSTEM OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS IT RELATES TO NON-RESIDENT CONSUMERS.**

**WHEREAS**, The City of Goodlettsville provides wastewater collection and transportation services to users of its wastewater system at fees established by the City's Board of Commissioners; and

**WHEREAS**, the City provides such wastewater services to residents and non-residents alike; and

**WHEREAS**, in order to maintain adequate wastewater facilities the need to establish a rate structure for non-residents exists.

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

**Section 1.** The Ordinance Nos. 70-120, 90-440, 94-496, 95-529 , 09-725, 10-745, 12-788, 21-988 and any subsequent ordinances are hereby amended and substituted with the following language:

Any non-resident wastewater consumer of the City of Goodlettsville sewer system shall pay a consumer rate equal to **thirty percent (30%)** greater than the adopted consumer rate schedule.

Note: For purposes of this ordinance a non-resident consumer shall be defined as the primary structure and sewer tap is located outside the corporate limits of the City of Goodlettsville Corporate Boundaries

**Section 2.** If any section, clause, provision or portion of this ordinance is for any reason declared invalid or unconstitutional by any court or 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 3.** That all ordinances and/or parts of ordinances in conflict with this ordinance be and the same are hereby amended.

**Section 4.** This Ordinance shall take effect fifteen days after final adoption, the welfare of the citizens of Goodlettsville, Tennessee requiring it.

\_\_\_\_\_  
MAYOR RUSTY TINNIN

PASSED 1ST READING: \_\_\_\_\_

\_\_\_\_\_  
CITY RECORDER

PASSED 2ND READING: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
CITY ATTORNEY



## **AGENDA SUMMARY SHEET**

**Board of Commissioners  
City of Goodlettsville**

|                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>SUBJECT TITLE:</u> RESOLUTION 24-1213</b><br>A resolution to approve a contract between the City of Goodlettsville, Tennessee and the State of Tennessee Department of Transportation for the maintenance of certain State of Tennessee Right-of-Way.<br><br><b><u>PRESENTED BY:</u></b> Tim Ellis, City Manager | <b>Agenda Item:</b> Resolution 24-1213<br><br><b>Dept. of Origin:</b> Public Works<br><br><b>For Agenda of:</b> July 11, 2024<br><br><b>Originator:</b> Tim Ellis<br><br><b>Cost of Item:</b> Off Setting |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **AGENDA ITEM ATTACHMENTS:**

Resolution 24-1213  
Contract

### **SUMMARY STATEMENT:**

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

### **FINANCIAL SUMMARY:**

Off Setting

### **RECOMMENDED ACTION:**

Staff recommends approval of Resolution 24-1213.

## **RESOLUTION NO. 24-1213**

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

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

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

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

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

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

Adopted: July 11, 2024

\_\_\_\_\_  
MAYOR RUSTY TINNIN

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

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

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

Contractor Edison Registration ID # 0000002859  
Contract #: CMA 2532

**A. SCOPE OF SERVICES:**

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

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Sixteen Thousand Five Hundred and Fifty-Three Dollars and Thirty-Six Cents (\$16,553.36). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

| <b>Service Description</b>                                                                    | <b>Amount</b><br>(per compensable increment) |
|-----------------------------------------------------------------------------------------------|----------------------------------------------|
| "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" | See Exhibit A                                |

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

State of Tennessee Department of Transportation  
6615 Centennial Blvd, Building I  
Nashville, TN 37243-0360

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

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

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

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

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

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

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

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

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

**D. STANDARD TERMS AND CONDITIONS:**

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

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

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

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

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

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

The State:

Luis Pizarra, Team Lead  
State of Tennessee Department of Transportation  
6615 Centennial Blvd, Building I  
Nashville, TN 37423-0360  
Email: [Luis.pizarra@tn.gov](mailto:Luis.pizarra@tn.gov)  
Office # 615-350-4404  
Mobile # 615-335-7209

The Contractor:

Jeff McCormick  
City of Goodlettsville  
[j.mccormick@goodlettsville.gov](mailto:j.mccormick@goodlettsville.gov)  
Telephone # 615-859-2740  
FAX # 615-851-4052

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

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

IN WITNESS WHEREOF,

CITY OF GOODLETTSVILLE:

---

CONTRACTOR SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

---

CONTRACTOR ATTORNEY SIGNATURE

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

---

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY

---

LESLIE SOUTH, GENERAL COUNSEL

DATE

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

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

| <b>Activity</b> | <b>Maintenance Work Type</b>            | <b>Unit Of Measure</b> |
|-----------------|-----------------------------------------|------------------------|
| 435             | Machine Mowing**                        | Acres                  |
| 441             | Litter Removal**                        | Roadway Miles          |
| 446             | Mechanical Sweeping and Street Flushing | Miles                  |

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

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

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

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

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

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

|                                               |             |
|-----------------------------------------------|-------------|
| Approved Mowing<br>Reimbursement Per Acre:    | \$ 50.00    |
| Calculated Maximum<br>Reimbursement (Mowing): | \$ 9,500.00 |
|                                               |             |

| Mowing Inventory Worksheet   |              |                    |                    |                     |                                |                            |                         |                                     |
|------------------------------|--------------|--------------------|--------------------|---------------------|--------------------------------|----------------------------|-------------------------|-------------------------------------|
| Route Number                 | Roadway Type | Begin Termini (LM) | End Termini (LM)   | Median Area (acres) | Controlled Access Area (acres) | Segment Total Area (acres) | Number of Mowing Cycles | Contract Segment Total Area (acres) |
| I-65                         | 2B           | Davidson Co. 20.08 | Davidson Co. 20.42 | 0                   | 6.615                          | 6.615                      | 6                       | 39.69                               |
| I-65                         | 2A           | Davidson Co. 21.09 | Davidson Co. 21.6  | 0                   | 10.04                          | 10.04                      | 6                       | 60.24                               |
| I-65                         | 2A           | Sumner Co. .829    | Sumner Co. 1.41    | 0                   | 6.62                           | 6.62                       | 6                       | 39.72                               |
| SR-11                        | 2B           | Sumner Co. .105    | Sumner Co. .410    | 0                   | 8.39                           | 8.39                       | 6                       | 50.34                               |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
|                              |              |                    |                    |                     |                                |                            |                         |                                     |
| Total Contract Area (acres): |              |                    |                    |                     |                                |                            |                         | 190                                 |

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

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

|                                                  |             |
|--------------------------------------------------|-------------|
| Approved<br>Litter Reimbursement<br>Per Mile:    | \$ 60.00    |
| Calculated<br>Maximum<br>Reimbursement (Litter): | \$ 4,739.76 |

**Litter Inventory Worksheet**

| Route Number                        | Roadway Type | Beginning Termini (LM) | Ending Termini (LM) | Segment Length (mi.) | Litter Pass Miles Per Segment | Segment Total Litter (mi.) | Price per Litter Mile | Number of Litter Cycles | Contract Segment Total Litter (mi.) | Contract Segment Total Litter (\$) |
|-------------------------------------|--------------|------------------------|---------------------|----------------------|-------------------------------|----------------------------|-----------------------|-------------------------|-------------------------------------|------------------------------------|
| I-65                                | 2B           | Davidson Co. 20.08     | Davidson Co. 21.43  | 1.35                 | 2                             | 2.7                        | \$ 60.00              | 12                      | 32.4                                | 1944                               |
| I-65                                | 2A           | Davidson Co. 21.09     | Davidson Co. 21.6   | 0.51                 | 3                             | 1.53                       | \$ 60.00              | 12                      | 18.36                               | 1101.6                             |
| I-65                                | 2A           | Sumner Co. .829        | Sumner Co. 1.41     | 0.581                | 3                             | 1.743                      | \$ 60.00              | 12                      | 20.916                              | 1254.96                            |
| SR 011                              | 2B           | Sumner Co. .105        | Sumner Co. .410     | 0.305                | 2                             | 0.61                       | \$ 60.00              | 12                      | 7.32                                | 439.2                              |
|                                     |              |                        |                     |                      |                               |                            |                       |                         |                                     |                                    |
|                                     |              |                        |                     |                      |                               |                            |                       |                         |                                     |                                    |
|                                     |              |                        |                     |                      |                               |                            |                       |                         |                                     |                                    |
|                                     |              |                        |                     |                      |                               |                            |                       |                         |                                     |                                    |
|                                     |              |                        |                     |                      |                               |                            |                       |                         |                                     |                                    |
| <b>Total Contract Litter (mi.):</b> |              |                        |                     |                      |                               |                            |                       |                         | 78.996                              | \$ 4,739.76                        |

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

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

|                                              |            |
|----------------------------------------------|------------|
| Eligible Number of Sweeping Cycles:          | 12         |
| Reimbursement Per Mile (Sweeping):           | \$80.00    |
| Calculated Maximum Reimbursement (Sweeping): | \$2,313.60 |

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

# CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

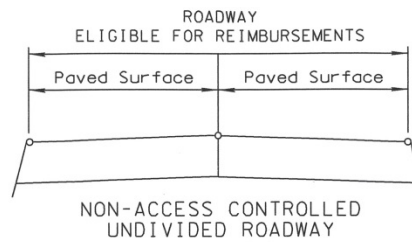


FIGURE 1A

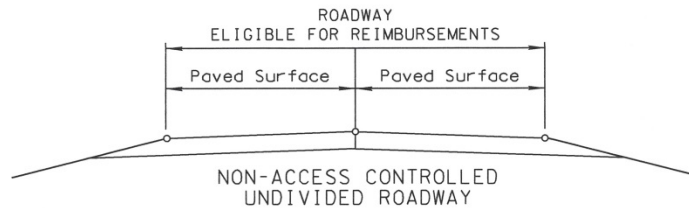


FIGURE 1B

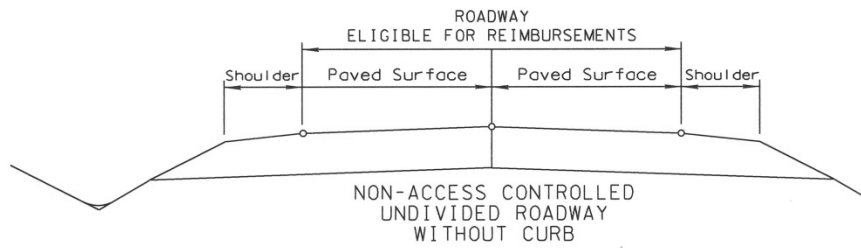


FIGURE 1C

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

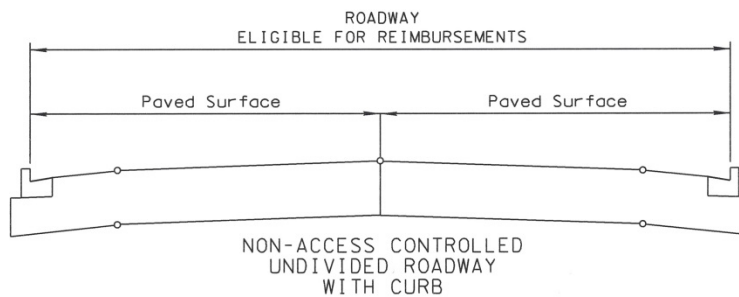


FIGURE 1D

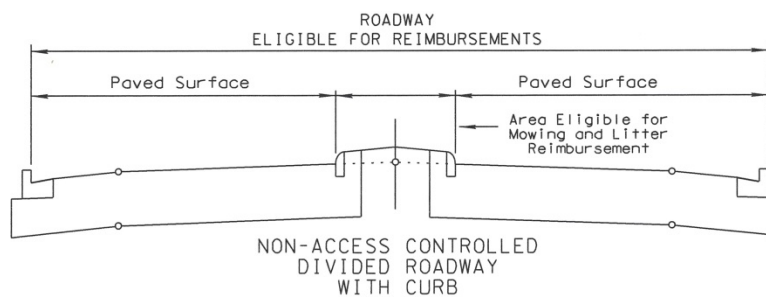


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

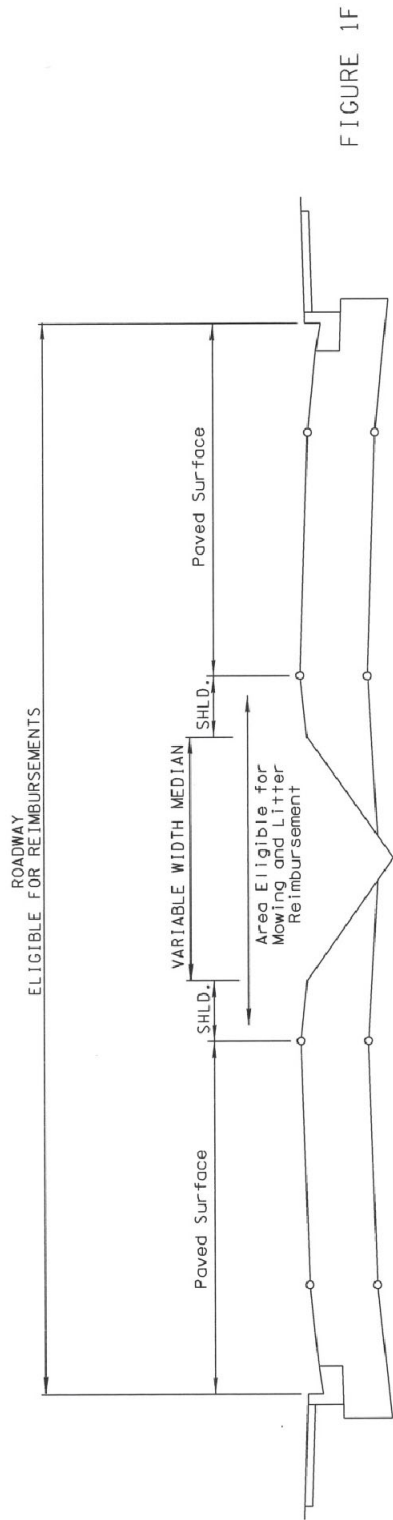


FIGURE 1F

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITH CURB

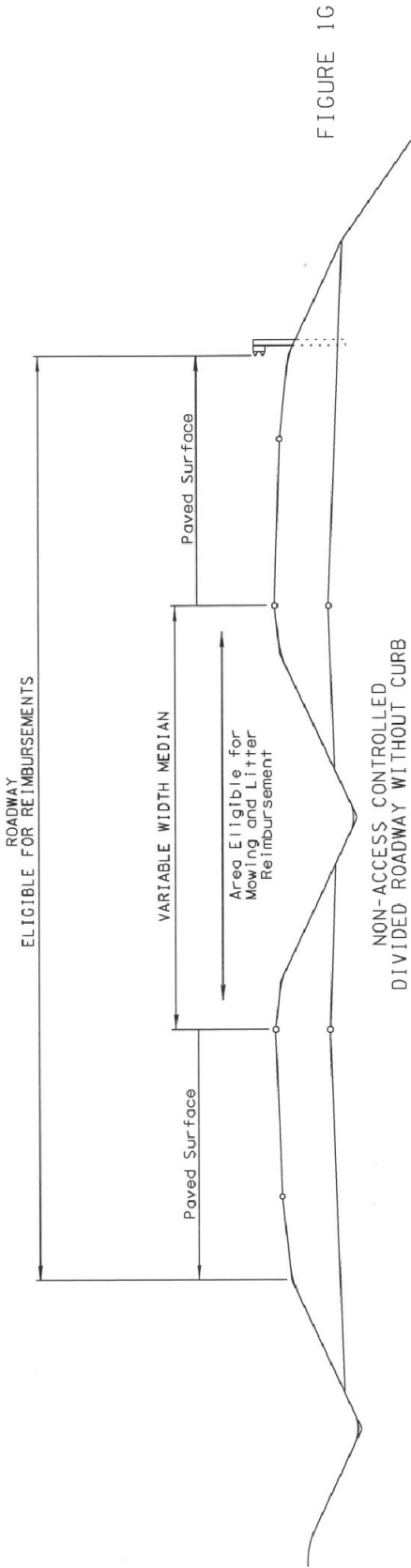


FIGURE 1G

NON-ACCESS CONTROLLED  
DIVIDED ROADWAY WITHOUT CURB

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

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

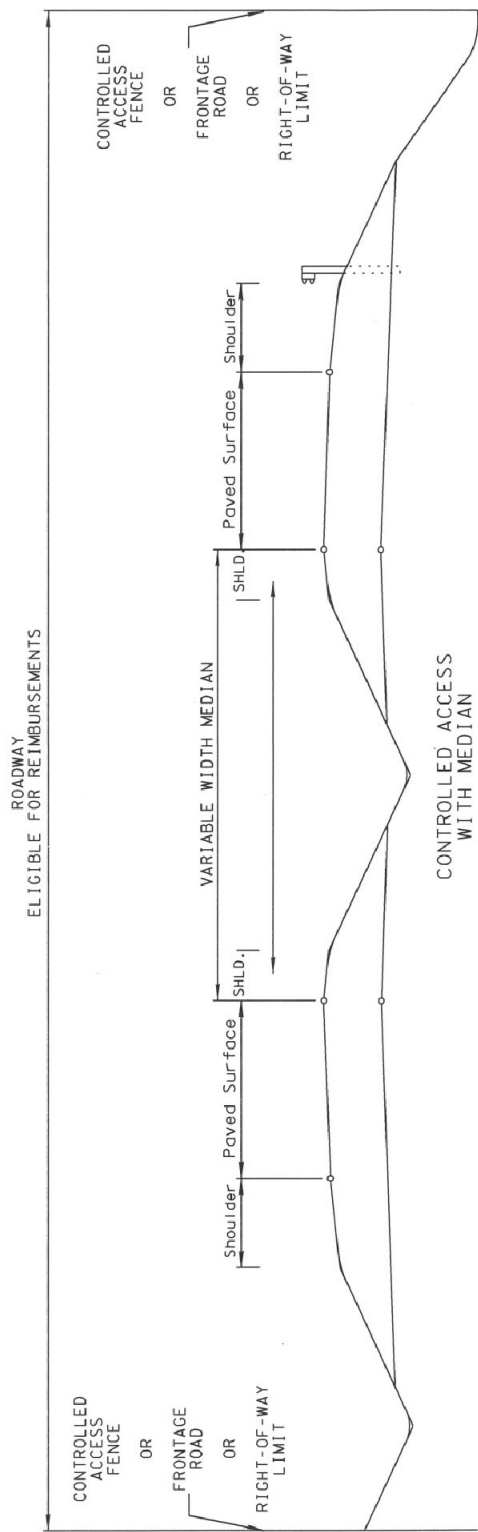


FIGURE 2A

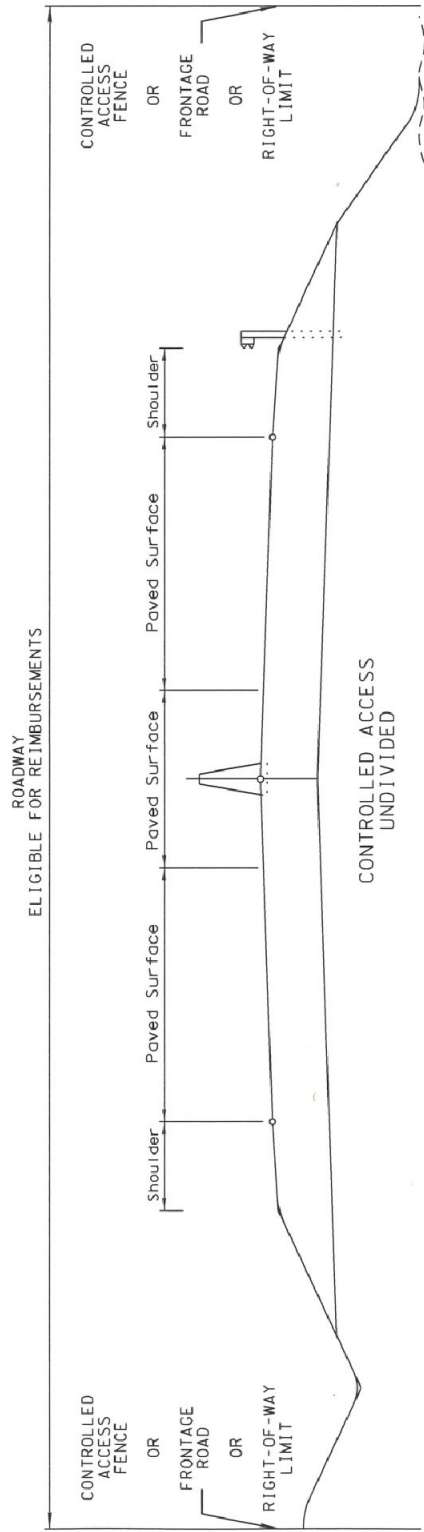


FIGURE 2B