



August 8, 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 July 11, 2024 regular meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

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

7. Consent agenda items.

8. Unfinished Business.

- a. Consider Ordinance 24-1091, 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. **SECOND READING & PUBLIC HEARING**
 - 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. **SECOND READING & PUBLIC HEARING**

- 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. **SECOND READING & PUBLIC HEARING**
- d. 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 Resolution 24-1215, a resolution to ratify and approve the issuance of an emergency purchase order for traffic signalization repairs at the intersection of Williamson Road and Springfield Highway.
- b. Consider Resolution 24-1216, a resolution to enter into an agreement with the Metropolitan Government of Nashville and Davidson County and the City of Goodlettsville for the provision of wastewater treatment and transmission services by Metropolitan Nashville and Davidson County.
- c. Consider Resolution 24-1217, a resolution acknowledging an application for a tourism marketing grant from the State of Tennessee Department of Tourism.
- d. Consider Resolution 24-1218, a resolution approving an application for a Tennessee Department of Tourism - Tourist Development Enhancement Grant.
- e. Consider Resolution 24-1219, a resolution of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Purchasing Policy and Procedures as originally adopted by Resolution 23-1124.
- f. Consider Resolution 24-1220, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, authorizing the procurement method of competitive sealed proposals in procuring vending services and supplies.
- g. Consider Resolution 24-1221, a resolution to enter into an agreement with TS Worldwide, LLC. for the purpose of conducting a market study report as it relates to the need for a hotel and conference center.

10. Adjournment.

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

abaker@goodlettsville.gov

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

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



Board of Commissioners

July 11, 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, Sarah Jennings, Gary Goodwin, Kimberly Lynn, Russell Freeman, Mary Laine Hucks, Ken Reeves, Julie High, Larry DiOrio and Sean Pfalzer.

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

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

Consider the minutes of the June 6, 2024 special called 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.

Comments of the City Manager and staff.

City Manager Tim Ellis proposed adding Resolution 24-1214 to the agenda. It comes from the Sumner County Emergency Communications District and is related to shared computer access for records and dispatch. There are two agreements attached, one for police and one for fire.

City Manager Ellis thanked employees and staff for their work on the Independence Day Celebration event. He also pointed out the Veterans banners around the community funded by DJ Johnson and Hannah Johnson. They will be at the August meeting to be recognized. He stated the Mansker Creek Disc Golf Course will open in a month and a half. This will connect North Creek Park and Brooks Park. There will also be a groundbreaking for Rachel's Garden on September 5th. He then introduced Mr. Sean Pfalzer who is doing a fellowship from the University of Tennessee Institute for Public Service.

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

Vice Mayor Duncan made a motion to add Resolution 24-1214 to the end of the agenda. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to add Resolution 24-1214 to the agenda.

Consent agenda items.

Consider Unfinished Business.

Consider Ordinance 24-1089, an ordinance to amend the design guidelines to define site and building light color restrictions, second reading and public hearing. Commissioner Anderson made a motion to consider Ordinance 24-1089. 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 24-1089.

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, second reading and public hearing. Commissioner Huffman made a motion to consider Ordinance 24-1090. Vice Mayor Duncan seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 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. City Manager Ellis recommended deferral for one month since they are still working through these agreements. Vice Mayor Duncan made a motion to defer Resolution 24-1210 for one month. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to defer Resolution 24-1210 for one meeting.

Consider New Business.

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. Commissioner Young made a motion to consider Ordinance 24-1091. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1091.

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. Commissioner Young made a motion to consider Ordinance 24-1092. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1092.

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. Commissioner Young made a motion to consider Ordinance 24-1093. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 24-1093.

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. Vice Mayor Duncan made a motion to consider Resolution 24-1213. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 24-1213.

Consider Resolution 24-1214, a resolution authorizing the execution of two interlocal agreements between Sumner County Tennessee Emergency Communications District and the City of Goodlettsville, Tennessee Fire and Police Departments as it relates to shared computer aided dispatch, records management system, and mobile access. Commissioner Anderson made a motion to consider Resolution 24-1214. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 24-1214.

With no further business, Commissioner Young made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 6:46pm.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 24-1091</u> 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. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	Agenda Item: Ordinance 24-1091 Dept. of Origin: Planning For Agenda of: August 8, 2024 Originator: Addam McCormick Cost of Item: N/A
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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**

<u>SUBJECT TITLE: ORDINANCE 24-1092</u> 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. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	Agenda Item: Ordinance 24-1092 Dept. of Origin: Planning For Agenda of: August 8, 2024 Originator: Addam McCormick Cost of Item: N/A
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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- 25 36 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**

<u>SUBJECT TITLE: ORDINANCE 24-1093</u> 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. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 24-1093 Dept. of Origin: Administration For Agenda of: August 8, 2024 Originator: Tim Ellis Cost of Item: 30% Increase in Non-Residential Wastewater Consumer Rates
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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

<u>SUBJECT TITLE:</u> RESOLUTION 24-1210 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. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 24-1210 Dept. of Origin: Administration For Agenda of: August 8, 2024 Originator: Tim Ellis Cost of Item: TBD
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1210

AGREEMENT TO BE ATTACHED AT A LATER DATE

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:

TBD

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.

Mayor Rusty Tinnin

Date adopted: _____

Attest

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 24-1215</u> A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR TRAFFIC SIGNALIZATION REPAIRS AT THE INTERSECTION OF WILLIAMSON ROAD AND SPRINGFIELD HIGHWAY. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 24-1215 Dept. of Origin: Administration For Agenda of: August 8, 2024 Originator: Tim Ellis Cost of Item: \$52,266.89
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1215

SUMMARY STATEMENT:

A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR TRAFFIC SIGNALIZATION REPAIRS AT THE INTERSECTION OF WILLIAMSON ROAD AND SPRINGFIELD HIGHWAY.

FINANCIAL SUMMARY:

\$52,266.89

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1215

Resolution 24-1215

A RESOLUTION TO RATIFY AND APPROVE THE ISSUANCE OF AN EMERGENCY PURCHASE ORDER FOR TRAFFIC SIGNALIZATION REPAIRS AT THE INTERSECTION OF WILLIAMSON ROAD AND SPRINGFIELD HIGHWAY.

WHEREAS, the traffic signalization system at the intersection of Williamson Road and Springfield Highway was significantly damaged due to an automobile accident that rendered the signalization inoperable; and

WHEREAS, for safety purposes it was necessary to have the signalization repaired as expeditiously as possible; and

WHEREAS, the city manager authorized the issuance of an emergency purchase order in order for expeditious repair of the traffic signalization at said intersection.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT AN EMERGENCY PURCHASE ORDER IS HEREBY RATIFIED AND APPROVED FOR THE REPLACEMENT AND REPAIR OF THE TRAFFIC SIGNALS AT THE INTERSECTION OF WILLIAMSON ROAD AND SPRINGFIELD HIGHWAY IN THE AMOUNT OF \$52,266.89 WITH S&W CONTRACTORS, INCORPORATED.

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

Date: August 8, 2024

Mayor Rusty Tinnin

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

SUBJECT TITLE: RESOLUTION 24-1216 A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE CITY OF GOODLETTSVILLE FOR THE PROVISION OF WASTEWATER TREATMENT AND TRANSMISSION SERVICES BY METROPOLITAN NASHVILLE AND DAVIDSON COUNTY. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 24-1216 Dept. of Origin: Administration For Agenda of: August 8, 2024 Originator: Tim Ellis Cost of Item: Approximate 5% increase in treatment cost
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1216
Agreement Exhibit I

SUMMARY STATEMENT:

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE CITY OF GOODLETTSVILLE FOR THE PROVISION OF WASTEWATER TREATMENT AND TRANSMISSION SERVICES BY METROPOLITAN NASHVILLE AND DAVIDSON COUNTY.

FINANCIAL SUMMARY:

Approximate 5% increase in treatment cost

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1216

RESOLUTION NO. 24-1216

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE CITY OF GOODLETTSVILLE FOR THE PROVISION OF WASTEWATER TREATMENT AND TRANSMISSION SERVICES BY METROPOLITAN NASHVILLE AND DAVIDSON COUNTY.

WHEREAS, the City of Goodlettsville has, under contracts, been providing wastewater treatment services by the Metropolitan Government of Nashville and Davidson County for over fifty (50) years; and,

WHEREAS, the City of Goodlettsville wishes to continue having those services provided by Metropolitan Nashville and Davidson County; and,

WHEREAS, staff, with the assistance of a third party consultant, have negotiated an agreement under which Metropolitan Nashville and Davidson County to provide wastewater treatment services to the City of Goodlettsville for a period of ten (10) years effective October 1, 2024.

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

Section 1. The City of Goodlettsville is authorized to enter into an agreement with the Metropolitan Government of Nashville and Davidson County where Metropolitan Nashville and Davidson County will provide wastewater treatment services for the City of Goodlettsville and is attached hereto as Exhibit I, and

Section 2. Both the City of Goodlettsville and Metropolitan Nashville Davidson County will accommodate certain wastewater transmission services to an appropriate wastewater treatment facility.

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

Date adopted: August 8, 2024

MAYOR
RUSTY
TINNIN

ATTEST:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EXHIBIT I

AGREEMENT

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

WHEREAS, Metro owns and operates a sewage transportation and treatment system ("Metro System"); and

WHEREAS, Customer owns and operates a sewage collection system ("Customer System"); and

WHEREAS, the Metro System has or will have sufficient capacity to safely and effectively accept and treat sewage flows from the Customer System as contemplated herein.

THE PARTIES AGREE AS FOLLOWS:

1. Customer Points of Connection. All points of connection ("POC") at which flow from Customer's System ("Customer Flows") enters Metro's System, except those exempted in writing for good cause by the Director of the Metropolitan Department of Water and Sewerage Services (the "Metro Director"), shall include metering facilities approved by the Metro Director. All of the currently authorized POCs are listed in the document attached and incorporated into this Agreement as Exhibit A. Customer may request, and Metro shall have the discretion to approve the construction of additional POCs of Customer's System to Metro's System. No POC may be added without the Metro Director's written consent. For each POC, unless exempted by the Metro Director, Customer, at Customer's sole expense, shall install a metering device approved by the Metro Director for the purpose of measuring Customer Flows.
2. Metro Points of Connection. All points of connection ("POC") at which flow from the Metro system ("Metro Flows") enters Customer's System for transmission back into the Metro System for treatment, except those exempted in writing for good cause by Goodlettsville, shall include metering facilities approved by Goodlettsville. All of the currently authorized POCs are listed in the document attached and incorporated into this Agreement as Exhibit B. Metro may request, and Customer shall have the discretion to approve the construction of additional POCs of Metro's System to Customer's system. No POC may be added without Goodlettsville's written consent. For each POC, unless exempted by Goodlettsville, Metro, at Metro's sole expense, shall install a metering device approved by Goodlettsville for the purpose of measuring Metro Flows.
3. Operation and Maintenance of Meters. All maintenance, upkeep, repair and replacement of meter(s) and other metering station components contemplated by paragraph 1 of this Agreement (as listed in Exhibit A) shall be performed by Customer or its agents or contractors (which may include Metro Water Services) at Customer's expense.

All maintenance, upkeep, repair and replacement of meters and other metering station components contemplated in paragraph 2 (as listed in Exhibit B) of this Agreement shall be performed by Metro or its agents or contractors at Metro's expense.

4. Maximum Flows at Customer Metered Points of Connection. For each of Customer's POCs listed in Exhibit A which are metered, Metro agrees to accept into the Metro System sewage flows from the Customer System for treatment at rates not exceeding the number of gallons per hour ("Maximum Rate") shown in Exhibit A to apply to that POC. In the event of the performance of engineering studies showing that flow characteristics have changed since the Effective Date, the parties shall in good faith consider whether changes in the Maximum Rate should be made. As used in this paragraph, an hour shall be measured from the top of one hour to the top of the next hour (for example, from 1:00 PM until 2:00 PM on the same day). The flow meters shall be capable of reporting flow volumes by hour. If reported in any units other than gallons per hour, flow volumes shall be converted into gallons per hour for purposes of determining compliance with Maximum Rate limitations. Metro agrees to accept and treat for Customer these contracted sewage flows except in emergency situations and agrees to give Customer notice when such contracted sewage flows cannot be accepted and treated due to an emergency.
5. Maximum Flows at Metro Metered Points of Connection. For each of Metro's POCs listed in Exhibit B which are metered, Customer agrees to accept into the Customer's System sewage flows from the Metro System at rates not exceeding the number of gallons per hour ("Maximum Rate") shown in Exhibit B to apply to that POC. In the event of the performance of engineering studies showing that flow characteristics have changed since the Effective Date, the parties shall in good faith consider whether changes in the Maximum Rate should be made. As used in this paragraph, an hour shall be measured from the top of one hour to the top of the next hour (for example, from 1:00 PM until 2:00 PM on the same day). The flow meters shall be capable of reporting flow volumes by hour. If reported in any units other than gallons per hour, flow volumes shall be converted into gallons per hour for purposes of determining compliance with Maximum Rate limitations. Customer agrees to accept and transport for Metro these contracted sewage flows except in emergency situations and agrees to give Metro notice when such contracted sewage flows cannot be accepted and treated due to an emergency.
6. Calibration of Meters. At least once every six months, the metering stations contemplated in this Agreement shall be calibrated both hydraulically and electronically by a qualified commercial entity approved by both parties at the expense of the party owning the metering station. In the event a meter maintained by either party ceases to register flow for any reason or a calibration test indicates that a particular metering system is inaccurate, the amount billed for the preceding month's services will be adjusted to reflect an estimated flow quantity based on the average of the flow quantity data from the corresponding month of the preceding year for which data are available and flow quantity from the immediately preceding billing period, and an appropriate credit or debit will appear on Metro's next bill to Customer. In the event a meter fails to accurately measure flow to reasonable engineering standards for three consecutive months, the party owning that meter shall replace it promptly upon the written request of the other party. Both parties agree to continue to make available all flow metering data which might be of benefit to

the other party from all points of connection between the parties set forth in this Agreement.

7. Metro Treatment Utility Price. Customer shall make monthly payments to Metro for each gallon of flow from Customer's System into Metro's System at the prices in force at the time of billing. Flows from Customer's system into Metro's system that did not originate in Customer's system will be excluded from this billing. As of the Effective Date, for each gallon of flow through a POC that does not exceed the Maximum Rate applicable to that POC, the price (the "Utility Price") shall be \$1.62 per hundred cubic feet. For each hundred cubic feet, or fraction thereof, of flow, excluding flows not originating in Customer's wastewater collection system, through a POC that exceeds the Maximum Rate, the price shall be one hundred and twenty-five percent of the Utility Price.
8. Flow Limits. For purposes of this Paragraph, precipitation shall be measured at the Metro rain gauge ("Rain Gauge") nearest the POC at issue. A "Rainfall Event" occurs when; following a period of ten or more hours without measurable precipitation, 0.01 or more inches of precipitation is measured in the Rain Gauge. An "Excessive Flow Event" occurs when flow through a POC from Customer's System into Metro's System exceeds the Maximum Rate either: (1) resulting from a Rainfall Event; or (2) for at least one hour when no Rainfall Event has occurred. Each hour during which an Excessive Flow Event occurs when no Rainfall Event has occurred shall be considered a separate Excessive Flow Event. If there are six or more Excessive Flow Events in any 12-month period during the term of this Agreement, upon written notice from Metro, Customer shall within 90 days commence development of a corrective action plan, submit such plan to Metro for review when completed, and within 36 months complete substantial implementation of such measures and within 48 months complete final implementation of such measures as are necessary to prevent further Excessive Flow Events. Customer's failure or refusal to comply with the terms of this paragraph shall be a material breach of the Agreement and shall entitle but not require Metro, in addition to its other rights under law and contract, to do either or both of the following: (1) terminate the Agreement immediately and without further notice; or (2) restrict in whole or part further flows from Customer's System to the Maximum Rate by mechanical or other means. In the event any fine, charge or penalty is levied by any regulatory authority or any judgment rendered by a court of competent jurisdiction on account of overflows from Metro's System or Customer's System occurring as a result of one party's breach of or exercise of a right created by this Agreement, then each party shall pay that portion of such fine, charge or penalty in proportion to that party's responsibility for such overflows. An "Excessive Flow Event" also occurs when flow through a POC from Metro's System or other systems which Metro, by contract, provides treatment services to enter into Customer's System and exceeds the Maximum Rate either: (1) during a Rainfall Event; or (2) for at least one hour when no Rainfall Event has occurred. Each hour during which an Excessive Flow Event occurs when no Rainfall Event has occurred shall be considered a separate Excessive Flow Event. If there are six or more Excessive Flow Events in any 12-month period during the term of this Agreement, upon written notice from Goodlettsville, Metro shall within 90 days commence development of a corrective action plan, submit such plan to Goodlettsville for review when completed, and within 36 months complete implementation of such measures as are necessary to prevent further Excessive Flow Events. Metro will require by contract that other systems entering Goodlettsville's system

at excessive flow rates shall, within 90 days commence development of a corrective action plan, submit such plan to Goodlettsville for review when completed, and within 36 months complete substantial implementation of such measures and within 48 months complete final implementation of such measures as are necessary to prevent further Excessive Flow Events. Metro's failure or refusal to comply with the terms of this paragraph shall be a material breach of the Agreement and shall entitle but not require Goodlettsville, in addition to its other rights under law and contract, to do either or both of the following: (1) terminate the Agreement immediately and without further notice; or (2) restrict in whole or part further flows from Customer's System to the Maximum Rate by mechanical or other means.

9. Annual Metro Treatment Rate Adjustments.

- (a) On October 1 of each year during the term of this Agreement, the Utility Price shall be adjusted for the following calendar year. For the calendar years beginning October 1 of each year except 2029 and 2034, the Utility Price then in effect shall increase or decrease by a percentage equal to the smaller of: (1) the percentage increase or decrease from the previous calendar year in the Service Charge Index compiled and published by the National Association of Clean Water Agencies; or (2) the percentage increase or decrease from the previous calendar year of the annual average in the Consumer Price Index – All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-1984 = 100, published by the United States Department of Labor, Bureau of Labor Statistics. If one of the indexes identified in this paragraph ceases to be published during the term of this Agreement, a comparable index acceptable to the parties shall be substituted.
- (b) For the calendar years beginning October 1, 2029, and 2034, the Utility Price shall be set using the utility approach method used by Metro and its wholesale customers, including Customer, to establish the initial Utility Price, which method is described below.
- (c) The operating cost component shall be calculated using Metro's then current fiscal year budgeted costs for operation and maintenance of joint facilities divided by the total treated flow through all Metro facilities expressed as an average annual flow for the three previous fiscal year periods. Joint facility costs are defined as Metro's budgeted operations and maintenance costs for wastewater services only, exclusive of debt service costs, capital outlay, capital improvements plan (CIP) and storm water costs. Joint facility costs include costs for the operation of facilities that provide benefit to both wholesale and retail customers. Typically, joint facility costs would include costs associated with the operation of all core system assets, including wastewater treatment plants, wastewater interceptors and pump stations. Joint facility costs do not include retail costs, such as costs for the operation of system components that generally do not benefit wholesale customers. Retail costs would include costs associated with the local service wastewater collection lines, as well as customer service and billing and collection costs.
- (d) The capital cost component includes both a return on assets calculation and an allocated portion of depreciation expense.
 - (1) The return on assets calculation considers the original cost less

depreciation of Metro's capital assets that benefit both wholesale and retail customers. Capital assets include wastewater treatment plant assets, including sludge management and odor control facilities, pump station assets, wastewater interceptors and large force mains that are determined to benefit both wholesale and retail customers. This return on asset base shall not include construction work in progress. The capital allocation to wholesale customers, as a class, shall be based on their proportionate share of treated flows. The resultant capital allocation shall be multiplied by a capital cost return component based on Metro's weighted cost of debt, plus 200 basis points (two percentage points). Metro's weighted cost of debt shall be based on outstanding bond issues for wastewater debt listed in the most recent official statement for Metro bonds.

(2) The allocated portion of depreciation expense shall be based on the annual depreciation of wastewater assets that benefit both wholesale and retail customers. The allocated portion of depreciation expense to wholesale customers, as a class, shall be based on their proportionate share of treated flows.

(3) The sum of the return on assets calculation and the allocated portion of depreciation expense shall be divided by the total treated flow of all wholesale customers, as a class, expressed as an average annual flow for the three previous fiscal year periods.

(4) Depreciation amounts will be based upon the depreciation policies and procedures used by Metro, provided such depreciation policies and procedures are consistent with generally accepted accounting principles and policies applicable to municipal water and sewer utilities.

10. Selection of Rate Consultant. Not later than October 1, 2028 and again not later than October 1, 2033, Metro and Customer shall jointly engage a qualified and mutually acceptable rate consultant to develop the Utility Price as contemplated in Paragraph 9(b)-(d) of this Agreement. The costs for the development of the Utility Price pursuant to this Paragraph shall be borne jointly by Customer and Metro.

11. Transportation Charge for Metro Flows in Goodlettsville's System.

- for the calendar year beginning October 1, 2029, the Transportation Rate shall again be reset using the process described in paragraph 9 of the Agreement as applied to Goodlettsville's cost of operating and maintaining those components of Goodlettsville's System actually used for transporting Metro Flows; and
- for the calendar years beginning October 1 of 2030, 2031, 2032 and 2033, the Transportation Rate shall increase or decrease by the same percentage as the change in the Utility Price.
- Effective October 1, 2024, the Transportation Rate shall be \$0.84 per hundred cubic feet of flow.

12. Mutual Modification of Metro Treatment Rate Methodology. By mutual agreement the parties may modify the parameters and methodology used to re-establish the Utility Price in the sixth year of this Agreement.
13. Unmetered Connections. At least once per year, Metro and Customer shall perform an audit of each system's unmetered connections to ensure that all service connections to the system are accounted for and billed properly. Both parties shall have the right to install a temporary metering device at any time at a currently unmetered POC and quantify flows from that device, provided the type of device is mutually agreed upon prior to installation. In the event such temporary metering demonstrates that the metered potable water usage at any unmetered POC is not accurately measuring flow, both parties will in good faith review the data and determine the best course of action by mutual agreement.
14. Additional Capacity. The parties recognize and acknowledge that neither has any ownership rights to additional capacity in the sewage collection, transportation or treatment systems of the other. Neither party shall have any right to compel the acceptance of flows into the other party's system in excess of the limits specifically stated in this Agreement. Disputed issues relating to the provision of additional sewage collection, transportation or treatment capacity by one party to the other shall not be subject to mediation under this Agreement. In the event either party desires additional capacity in the sewage collection, transportation or treatment systems of the other party in excess of the Maximum Rates in this Agreement during the term of this Agreement, the terms and conditions for obtaining such additional capacity shall be mutually agreed upon by the parties and shall be set forth in a separate agreement.
15. Third-Party Systems. The parties acknowledge that Goodlettsville Flows and Metro Flows pass through a transportation system (the "Third-Party System") belonging to another utility ("HUD") before reaching Metro's sewage treatment facilities. Metro will seek to have Goodlettsville 's Flows included within the scope of total flows permitted through the ThirdParty System as a part of any agreement between Metro and HUD, provided that Goodlettsville shall in that case reimburse Metro monthly for the portion of any transportation or similar charges imposed by HUD on Metro that are attributable to Goodlettsville Flows. The parties agree to work cooperatively to obtain any necessary approvals and arrangements from HUD. In the event Goodlettsville's flow is not included within the scope of total flows permitted through the Third-Party System, Metro agrees to provide means for transportation of the flow. Cost of the infrastructure shall be borne through the rate developed by the rate consultant as outlined in paragraphs 9 and 10 of this agreement.
16. Billing. Billing shall be on a calendar month basis. Customer shall be billed from Customer's total flows into the Metro System. Customer shall not be billed for Metro's Flows. Metro shall render bills directly to Customer monthly and Customer shall make payment to Metro not later than the 15th day after receipt of each bill. Interest shall accrue on the balance of any late payment at the rate of 1.5% per month until paid in full.

17. Industrial Pretreatment Program. Should a Significant Industrial User (“SIU”) per EPA 40 CFR 403 regulations or any user that could discharge process waste that may otherwise adversely impact the receiving POTW, an Industrial Pretreatment Program (“IPP”) must be administered, either by Metro or its Municipal satellite customers (“Customer”). The IPP shall be administered in accordance with published Federal and State laws, rules, and regulations. The IPP Administrator shall take all necessary steps, including, without limitation, discontinuation of service, to ensure that businesses discharging waste into the service area comply with applicable codes, rules and regulations concerning permitting and discharge limits. Furthermore, IPP Administrator shall ensure that all flows into Metro’s POTW conform in all respects to Metropolitan Code of Laws § 15.60.010 et seq. and any duly enacted amendment or successor ordinance. Likewise, should any flow from Metro’s POTW discharge into a Customer’s service area, Metro shall abide by the Customer’s respective relevant Municipal Codes, amendments, and ordinances. Customers of Metro’s POTW must notify Metro of their Administrator by choosing one of the three options below. In the event that a Customer chooses to change their Administrator option, they are free to do so by providing Metro with a 180-day notice.

Option 1: Customer does not have a SIU in its service area and local zoning codes limit the likelihood that an SIU will locate itself in this service area in the future, thus an IPP Administrator is not applicable.

Option 2: Customer shall function as its own IPP Administrator. Customer shall administer IPP at its sole cost and expense. Customer and Metro shall promptly provide each other any documents from either party or other government entity relating to their respective IPP, and likewise furnish said documents to relevant Approval Authority upon request. Metro will monitor discharge from Customer at agreed Point of Connection (POC) into Metro POTW. Should the Customer fail to adequately administer their IPP, Metro will take appropriate action to ensure compliance and assess related cost to the Customer. If Metro determines Customer remains in Significant Non-Compliance for more than a 365-day period, Metro reserves the right to remand Customer to Option 3.

Option 3: Metro shall function as Customer’s IPP Administrator. Customer shall require compliance with the IPP by its sewer clientele and shall cooperate with Metro in its enforcement. To assist Metro in its enforcement, Customers shall provide the following to Metro:

- An annual report submitted by October 1 of each year of water and sewer usage for all commercial and industrial user accounts in their service area; and
- Daily flow data at each connection point upon request; and
- Updated Sewer System Data submitted by October 1 of each year. GPS coordinates may be provided for data sets less than 50 points. Data sets with 50 points or more shall be provided in an electronic GIS shapefile or other geodatabase format; and,
- Notification of new construction, renovation, or occupancy of Industrial Zoned Properties and Businesses.

Metro shall recover the costs of administering the IPP through user, permit and other fees in accordance with the same policies and procedures applicable to Metro's own sewer clientele, provided, however, that Customer shall reimburse Metro for reasonable actual costs of administering the IPP not so recovered.

Customer has chosen Option 2.

18. Term of Agreement. The term of the Agreement shall end on October 1, 2034, but may be extended by the parties upon such terms as they may then agree. Neither party shall be entitled to a refund of any payment made under this Agreement upon the termination or expiration of this Agreement. The parties agree that no notice shall be necessary in order for the Agreement to terminate by expiration at the end of the term referenced above.
19. Reselling of Service Prohibited. The service provided to Customer under the terms of this Agreement shall not be resold to any other governmental or other entity other than Customer's retail customers.
20. Assignment of Agreement. Customer shall not assign its rights under this Agreement to any entity without Metro's written consent. Metro shall not assign its rights under this Agreement to any entity without Customer's written consent.
21. Modifications to Agreement. All of the terms of agreement and understandings of the parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
22. Filing of Agreement with Metropolitan Clerk. This Agreement shall not be binding upon Metro until approved by the Metropolitan Council and filed in the office of the Metropolitan Clerk. This Agreement shall not be binding upon Goodlettsville until approved by the Goodlettsville City Commission and filed in the office of the Goodlettsville City Recorder.
23. Mediation. In the event a dispute arises between the parties concerning a matter other than one arising under Paragraph 13 of this Agreement, the dispute shall be submitted to mediation in accordance with the terms of this paragraph before any complaint can be filed in a court of law or equity for a breach of this Agreement. In the event the dispute concerns calculation of the Utility Price or Transportation Rate, if applicable, the parties shall mutually agree upon a qualified mediator with experience in performing utility rate cost of service studies. If the parties cannot agree upon a qualified mediator, a qualified mediator shall be appointed by the Clerk and Master of the Davidson County Chancery Court upon application by the parties certifying their inability to agree upon a qualified mediator. The mediator shall establish the procedures for the mediation.

24. Governing Law, Forum Selection and Attorney Fees. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought only in a court of competent jurisdiction in Davidson County, Tennessee.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY**

**CITY OF GOODLETTSVILLE,
TENNESSEE**

APPROVED:

Freddie O'Connell, Mayor

Mayor

RECOMMENDED BY:

ATTESTED:

Director, Department of Water and Sewerage
Services

APPROVED AS TO AVAILABILITY OF
FUNDS:

APPROVED AS TO FORM
AND LEGALITY:

Director, Department of Finance

City Attorney

APPROVED AS TO RISK AND
INSURANCE:

Director of Insurance

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

ATTESTED:

Metropolitan Clerk

Exhibit A to Metro/Goodlettsville Agreement

Points of connection and maximum hourly allowable flow into Meter Wastewater System

		Dry Weather Flow MGD	Peaking Factor	Maximum Allowable Flow MGD
Connection point	Meter			
Mansker Creek PS	Magnetic Meter at MCPS	2.31	3.63	8.39
Gallatin Pike at Rivergate Parkway	DR02	0.20	4.30	0.86
Janette Avenue	DR03	0.22	4.30	0.95
8" Line near Monticello Ave South of Alta Loma	N/A			
8" Line near Monticello Ave at Thomas Jefferson Circle	N/A			
8" Line near Monticello and West Monticello	N/A			

Exhibit B to Metro/Goodlettsville Agreement

Points of connection and maximum hourly allowable flow into Goodlettsville Wastewater System

		Dry Weather Flow MGD	Peaking Factor	Maximum Allowable Flow MGD
Connection point	Meter			
10" line near Old Springfield Pike	DR05	0.10	4.30	0.43
Louisville Highway near Long Drive	DR06	0.27	4.30	1.17
8" line in Hardwick Court	N/A			
8" line in Heathcoat Court	N/A			
10" line near Vietman Veterans (from Cumberland Hills/Mansker Drive)	N/A			
8" line in Rivergate Parkway above DR02	N/A			



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE: RESOLUTION 24-1217</u> A resolution acknowledging an application for a tourism marketing grant from the State of Tennessee Department of Tourism. <u>PRESENTED BY:</u> Tim Ellis, City Manager Kimberly Lynn, Tourism Director	Agenda Item: Resolution 24-1217 Dept. of Origin: Tourism For Agenda of: August 8, 2024 Originator: Tim Ellis Cost of Item: \$75,000 - 50% / 50% match \$150,000 – TOTAL PROJECT
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1217

SUMMARY STATEMENT:

A resolution acknowledging an application for a marketing grant from the State of Tennessee Department of Tourism.

FINANCIAL SUMMARY:

\$75,000 - 50% / 50% match
\$150,000 – TOTAL PROJECT

Fiscal Year 2025 Budget includes \$75,000.00 for Tourism / Parks / ED Marketing. If this grant is awarded it would not require any additional funds. It only leverages what is currently budgeted within FY25 Budget as the match

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1217

RESOLUTION NO. 24-1217

A RESOLUTION ACKNOWLEDGING AN APPLICATION FOR A TOURSIM MARKETING GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF TOURISM.

WHEREAS, the City of Goodlettsville thrives to promote tourism and visitation to our community; and,

WHEREAS, effective marketing of the City of Goodlettsville is the most effective manner in which to promote visitation; and,

WHEREAS, it would be in the best interest of the City of Goodlettsville to make an application for a marketing grant from the State of Tennessee Department of Tourism.

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

Section 1. That the City of Goodlettsville is authorized to make an application for a Tourism Marketing Grant from the State of Tennessee Department of Transportation.

Section 2. That the City of Goodlettsville financial commitment to matching the aforementioned grant is not to exceed \$75,000.00 if awarded.

Section 3. That the City Manager is authorized to execute all necessary documents associated with

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

Date adopted: August 8, 2024

MAYOR
RUSTY
TINNIN

ATTEST:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE: RESOLUTION 24-1218</u> A resolution approving an application for a Tennessee Department of Tourism - Tourist Development Enhancement Grant <u>PRESENTED BY:</u> Tim Ellis, City Manager Sarah Jennings, Parks & Rec Dir.	Agenda Item: Resolution 24-1218 Dept. of Origin: Tourism For Agenda of: August 8, 2024 Originator: Tim Ellis Cost of Item: \$100,000 - 50% / 50% match \$200,000 – TOTAL PROJECT
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1218

SUMMARY STATEMENT:

A resolution approving an application for a Tennessee Department of Tourism - Tourist Development Enhancement Grant

FINANCIAL SUMMARY:

\$100,000 - 50% / 50% match
\$20,000 – TOTAL PROJECT

\$100,000 FY 25 Funds

\$100,000 Grant Funds

\$200,000 TOTAL

If this grant is awarded the funds would be utilized to construct parking facilities for the new sand volleyball tournament facility. Matching funds would be derived from Hotel Motel Tax Fund Balance.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1218

RESOLUTION NO. 24-1218

A RESOLUTION APPROVING AN APPLICATION FOR A TENNESSEE DEPARTMENT OF TOURISM TOURIST DEVELOPMENT ENHANCEMENT GRANT.

WHEREAS, the City of Goodlettsville thrives to promote tourism and visitation to our community; and,

WHEREAS, appropriate facilities for use by visitors is pertinent to the effectiveness of any successful tourism programs and,

WHEREAS, it would be in the best interest of the City of Goodlettsville to make an application for a Tourist Development Enhancement Grant from the State of Tennessee Department of Tourism.

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

Section 1. That the City of Goodlettsville is authorized to make an application for a Tourist Development Enhancement from the State of Tennessee Department of Transportation.

Section 2. That the City of Goodlettsville financial commitment to matching the aforementioned grant is not to exceed \$100,000.00 if awarded.

Section 3. That the City Manager is authorized to execute all necessary documents associated with

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

Date adopted: August 8, 2024

MAYOR
RUSTY
TINNIN

ATTEST:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville, Tennessee

SUBJECT TITLE: RESOLUTION 24-1219 A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AMENDING THE CITY OF GOODLETTSVILLE PURCHASING POLICY AND PROCEDURES AS ORIGINALLY ADOPTED BY RESOLUTION 23-1124 <u>PRESENTD BY:</u> Tim Ellis, City Manager Julie High, Asst City Manager	Agenda Item: <u>Resolution 24-1219</u> Dept. of Origin: Finance For Agenda of: <u>August 8, 2024</u> Originator: <u>Tim Ellis</u> Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1219

SUMMARY STATEMENT:

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSION AMENDING THE CITY OF GOODLETTSVILLE PURCHASING POLICY AND PROCEDURE AS ORIGINALLY ADOPTED BY RESOLUTION 23-1124.

THIS AMENDMENT INCLUDES THE PROCUREMENT METHOD OF PURCHASING FROM FEDERAL CONTRACTS. THIS WAS MISTAKENLY OMITTED WHEN ADOPTING THE ORIGINAL POLICY

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1219

Resolution NO. 24-1219

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AMENDING THE CITY OF GOODLETTSVILLE PURCHASING POLICY AND PROCEDURES AS ORIGINALLY ADOPTED BY RESOLUTION 23-1124.

WHEREAS, the City of Goodlettsville adopted new purchasing policy and procedures by the passage of Resolution 23-1124; and,

WHEREAS, since its original adoption it has been determined that an amendment to the said policy is needed; and,

WHEREAS, the City of Goodlettsville Board of Commission desires to adopt an amendment that will permit the use of federal contracts when it is deemed in the best interest of the city.

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

SECTION 1. That the Board of Commissioners amends the City of Goodlettsville Purchasing Policy and Procedures Manual, Section 4.11. entitled State Contracts, Other Government Agency Contracts, and Purchasing Cooperatives as originally adopted by Resolution 23-1124, by deleting 4.11 in its entirety and replace it with a new Section 4.11 as follows:

State and Federal Contracts, Other Government Agency Contracts, and Purchasing Cooperatives (4.11)

Federal, State, Government Agency, and certain Purchasing Cooperatives may have entered into contracts that have already been competitively bid and awarded with the understanding that other governmental entities may purchase the items bid under the same terms and conditions as prescribed in the solicitation of the originating government. This method of purchase is commonly known as interlocal purchasing agreement or “piggybacking”, and is particularly desirable if time is a constraint or if the chances for obtaining better prices from other sources is poor. Utilization of these sources waives the requirement for a formal competitive bid.

The following documentation must be provided to the Purchasing Agent in order to use another political entity’s awarded contract.

- 1) State of Tennessee Contract Number
- 2) United State Government Contract Number.
- 3) Contracts from other Political Entities. Copy of the Award Letter
- 4) Cooperative Purchasing Agreement Contract Number

See TCA 12-3-1205.

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

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

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

SECTION 4. That this resolution shall take effect immediately upon passage, the welfare of The City of Goodlettsville requiring it.

Date adopted: August 8, 2024

Mayor Rusty Tinnin

Attest

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 24-1220</u> A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING VENDING SERVICES AND SUPPLIES. <u>PRESENTED BY:</u> Tim Ellis, City Manager Sarah Jennings, Dir of Parks	Agenda Item: Resolution 24-1220 Dept. of Origin: Administration For Agenda of: August 8, 2024 Originator: Sarah Jennings Cost of Item: -0-
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AGENDA ITEM ATTACHMENTS:

Resolution 24-1220

SUMMARY STATEMENT:

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

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends the Board adopt Resolution 24-1220.

RESOLUTION NO. 24-1220

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

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

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

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

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

Section 1. That it authorizes:

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

I. Requirements

A. Cost

B. Compatibility with external agencies & associations

C. Sponsorships

E. Equipment

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

II. Qualifications of the Vendor

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

B. Specific experience with municipal vending

C. Reference review of company

D. Satisfactory performance on similar services

E. Demonstrated Technical Support of Equipment

III. Approach and Understanding of the scope of services

A. The proposed scope of services is comprehensive.

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

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

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

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

Passed: August 8, 2024

Mayor Rusty Tinnin

Attest:

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE: RESOLUTION 24-1221</u>	Agenda Item: Resolution 24-1221
A RESOLUTION TO ENTER INTO AN AGREEMENT WITH TS WORLDWIDE, LLC. FOR THE PURPOSE OF CONDUCTING A MARKET STUDY REPORT AS IT RELATES TO THE NEED FOR A HOTEL AND CONFERENCE CENTER.	Dept. of Origin: Administration /
	For Agenda of: August 8, 2024
	Originator: Tim Ellis
<u>PRESENTED BY:</u> Tim Ellis, City Manager	Cost of Item: \$7,875.00
	Hotel Motel Tax Fund

AGENDA ITEM ATTACHMENTS:

Resolution 24-1221

SUMMARY STATEMENT:

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH TS WORLDWIDE, LLC. FOR THE PURPOSE OF CONDUCTING A MARKET STUDY REPORT AS IT RELATES TO THE NEED FOR A HOTEL AND CONFERENCE CENTER.

FINANCIAL SUMMARY:

\$7,875.00 Derived from Hotel Motel Tax

RECOMMENDED ACTION:

Staff recommends approval of Resolution 24-1221

RESOLUTION NO. 24-1221

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH TS WORLDWIDE, LLC. FOR THE PURPOSE OF CONDUCTING A MARKET STUDY REPORT AS IT RELATES TO THE NEED FOR A HOTEL AND CONFERENCE CENTER.

WHEREAS, the City of Goodlettsville strives to develop a strong and prosperous local economy; and,

WHEREAS, the possible construction of a hotel with conference space would be of great benefit to the City of Goodlettsville and create a source of a long and sustaining source commerce to the city; and,

WHEREAS, as an effort to recruit an adequate hotel brand and conference operator the need to complete a market analysis of the City of Goodlettsville is needed.

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

Section 1. The City of Goodlettsville is authorized to enter into an agreement with the HVS Nashville a division of TS Worldwide, LLC. For purpose of conducting a hotel conference facility analysis in the amount of \$7,875.00 and said agreement is attached hereto as Exhibit I, and

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

Date adopted: August 8, 2024

MAYOR
RUSTY
TINNIN

ATTEST:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

June 27, 2024

Mr. Alex West
Community Development Inspector
City Of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072
+1 (615) 851-2213
awest@goodlettsville.gov

HVS NASHVILLE

901 Woodland Street

Suite 03-127

Nashville, Tennessee, 37206

+1 (615) 426-8806 (Work)

www.hvs.com

Re: Proposed Hotel and Conference Room Study
Goodlettsville, Tennessee

Dear Mr. West:

Thank you for your recent call pertaining to your Goodlettsville, TN project; we are pleased to submit this proposal for our services. We are certain that we will be able to provide you with the precise mix of experience and skills you will need for this engagement. HVS is internationally recognized as the leader in hospitality consulting, providing the highest quality experience in this arena. HVS is unique among hospitality consulting firms and offers the City Of Goodlettsville unparalleled credibility, specialized experience, and a track record of success.

The attached proposal sets forth a description of the objectives and scope of the assignment, along with a detailed description of the methodology to be employed, an estimate of the time requirements, and a schedule of professional fees. The proposal also includes a list of requested information that we would require for completing the study.

If the proposal meets your acceptance, please sign and return a copy with your retainer payment. If you have any questions regarding the contents of the proposal, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal for your project.

Very truly yours,
HVS division of TS Worldwide LLC



Marc Greeley
Director
mgreeley@hvs.com
+1 (615) 426-8806 (Mobile)



PROPOSAL FOR A MARKET STUDY

Proposed Hotel and Conference Room, Goodlettsville, Tennessee

SUBMITTED TO:

ALEX WEST
Community Development Inspector
City Of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072
+1 (615) 851-2213
awest@goodlettsville.gov

PREPARED BY:

HVS NASHVILLE
HVS division of TS Worldwide LLC
901 Woodland Street
Suite 03-127
Nashville, Tennessee, 37206
+1 (615) 426-8806 (Work)



June 27, 2024

Proposal for a Market Study

Pursuant to our conversation, we are pleased to submit this proposal for services of HVS division of TS Worldwide LLC in connection with the proposed hotel and conference room project in Goodlettsville, TN. This letter sets forth a description of the objectives and scope of the assignment, along with the methodology to be employed, an estimate of the time requirements, and a schedule of professional fees.

Objective

The objective of this assignment is to perform a market study for the purpose of evaluating the market demand, analyzing the economics, and forecasting occupancy and average rate (ADR) levels, as well as projecting income and expense levels, for a Proposed Hotel and Conference Room in Goodlettsville, TN. Our study will also include a recommendation of the size, quality and type of lodging facility, and an optimal brand chain scale for the hotel.

Phase I: Fieldwork

To accomplish the objective described above, our work will be conducted in phases, beginning with fieldwork, which typically includes the following steps:

- a) An onsite inspection of the subject site will be made. The physical orientation of the subject site with respect to access and visibility to highways, other forms of transportation, and the local demand for accommodations will be analyzed. We will also review the supportive nature of surrounding land uses as they relate to the subject site.
- b) The demand for transient accommodations will be investigated to identify the various generators of visitation operating within the local market. The current and anticipated potential of each of these market segments will be evaluated to determine the extent of existing and future demand. Interviews with officials of business and government, as well as statistical data collected during the fieldwork, are useful in locating and quantifying transient demand. In conjunction with the identification of potential demand, an investigation will be made of the respective strengths of these markets in terms of seasonality, weekly demand fluctuations, vulnerability to economic trends and changes in travel patterns, and other related factors. Similar market-research procedures are utilized in estimating the demand for food and beverage (F&B) outlets, meeting space, and other facilities, as applicable.

- c) The market orientation of nearby lodging facilities will be evaluated to determine their competitive position with respect to the subject site. Those properties displaying similar market attributes will receive a physical inspection, along with selective management interviews, to estimate levels of occupancy, room rates, market segmentation, and other pertinent operational characteristics. Some of the competitive factors that will be specifically reviewed include location, type and quality of facilities, physical condition, management expertise, and chain affiliation.
- d) Statistical data relating to general economic and demographic trends often foreshadow future potential for market areas and neighborhoods. Interviews with local Chambers of Commerce, economic development agencies, and other related organizations, along with an investigation of the proposed subject property's primary market area, will reveal patterns reflecting growth, stability, or decline.
- e) Through interviews with hotel operators, developers, governmental officials, and others, we will ascertain the status of projects under construction, proposed, or rumored that might be competitive with the proposed subject hotel.

Phase II:
Market Analysis

The following analysis phase will utilize data and information gathered during the fieldwork phase, along with our extensive library of actual hotel operating statements, financial statistics, area hotel trends, and investor requirements. We will first compose recommendations for the proposed hotel and conference room's facilities and brand chain scale, which will be based on the demands of the local and pertinent regional market and will address the following points:

- Room count and room type mix (suites vs. standard rooms)
- F&B facilities
- Meeting/function space
- Recreational amenities
- Brand chain scale

Based on the above-noted recommendations, we will then perform a supply-and-demand analysis for the competitive market, which typically includes the following steps:

- a) Using the occupancy levels and market segmentations of the competitive properties, the number of room nights accommodated in each segment is calculated by multiplying each property's room count by its occupancy, market segmentation, and 365 days, which yields the accommodated-

room-night demand. The annual number of room nights occupied per room in each segment is also calculated (room nights occupied per year divided by the room count), and the resulting figure serves as a competitive index.

- b) Latent demand (unaccommodated and induced demand) is estimated for each market segment.
- c) Growth rates are projected for each of the market segments.
- d) The total usable room-night demand, which consists of usable latent demand and accommodated demand, is projected.
- e) The area's guestroom supply and total room nights available are quantified for each projection year.
- f) The overall competitive occupancy is calculated for each projection year.

The analysis phase will utilize data and information gathered during the fieldwork phase, along with our extensive library of actual hotel operating statements, financial statistics, area hotel trends, and investor requirements, in order to perform a supply-and-demand analysis for the competitive market. The supply-and-demand analysis typically encompasses the following steps:

1. Using the occupancy levels and market segmentations of the competitive properties, the number of room nights accommodated in each segment is calculated by multiplying each property's room count by its occupancy, market segmentation, and 365 days, which yields the accommodated-room-night demand. The annual number of room nights occupied per room in each segment is also calculated (room nights occupied per year divided by the room count), and the resulting figure serves as a competitive index.
2. Latent demand (unaccommodated and induced demand) is estimated for each market segment.
3. Growth rates are projected for each of the market segments.
4. The total usable room-night demand, which consists of usable latent demand and accommodated demand, is projected.
5. The area's guestroom supply and total room nights available are quantified for each projection year.
6. The overall competitive occupancy is calculated for each projection year.

**Phase III:
Analysis for Proposed
Subject Property**

Using competitive indexes, the relative competitiveness of each of the area hotels will be evaluated. The proposed subject property will be positioned accordingly by demand segment, reflecting the hotel's expected competitiveness across all relevant user groups. This will result in a market- and property-appropriate forecast of segmentation, penetration, and occupancy levels.

We will also perform a similar competitive positioning analysis for the proposed hotel and conference room's forecasted room rate, which will result in a quantification and documentation of probable future trends in the proposed subject property's overall rooms revenues.

A similar procedure will be utilized in projecting F&B revenues, if applicable, and other revenues. Using actual income and expense statements of comparable lodging facilities, we will develop income and expense estimates corresponding to the level of activity and quality of operations indicated by the projected occupancy and ADR.

A projection of income and expenses representing future expectations of income potential will be made for a ten-year period. This analysis will utilize HVS Software—a sophisticated, computerized financial-analysis package that was developed by Steve Rushmore and Suzanne Mellen. The logic behind the projection of income and expense is based on the premise that hotel revenue and expenses have one component that is fixed and another that varies directly with occupancy and facility usage. The software takes a known level of revenue or expense and calculates the fixed and variable components. The fixed component is then held constant, while the variable component is adjusted for the percent change between the projected occupancy and facility usage that produced the known level of revenue or expense. Our projected income statements conform with the Uniform System of Accounts for the Lodging Industry (USALI) and include a detailed line-by-line account of all revenue sources and expenses.

**Phase IV:
Written Report**

Complete documentation of our fieldwork and analyses will be set forth in a written report and will contain the following sections:

1. Purpose of the market study
2. Description of the site and neighborhood
3. Review of the market area
4. Analysis of the market for hotel accommodations
5. Examination of existing and proposed competition

6. Facilities, meeting space, and brand chain-scale recommendation
7. Projection of occupancy and ADR
8. Income and expense projections

When appropriate, we will include graphics such as photographs, maps, surveys, plans, and charts to assist in visualizing our findings.

Additional Services

Following the completion of this engagement, HVS can be engaged for additional development consulting services at the client's discretion, including the following:

- Design and Architecture
- Development Project Management
- Construction Management
- Financing
- Franchise/Brand Search and Contract Negotiations
- Management/Operator Search and Contract Negotiations
- Hotel Management
- Asset Management
- Spa & Wellness Consulting

Requested Information

To aid us in performing this assignment, we request that you provide us with the following information (where applicable):

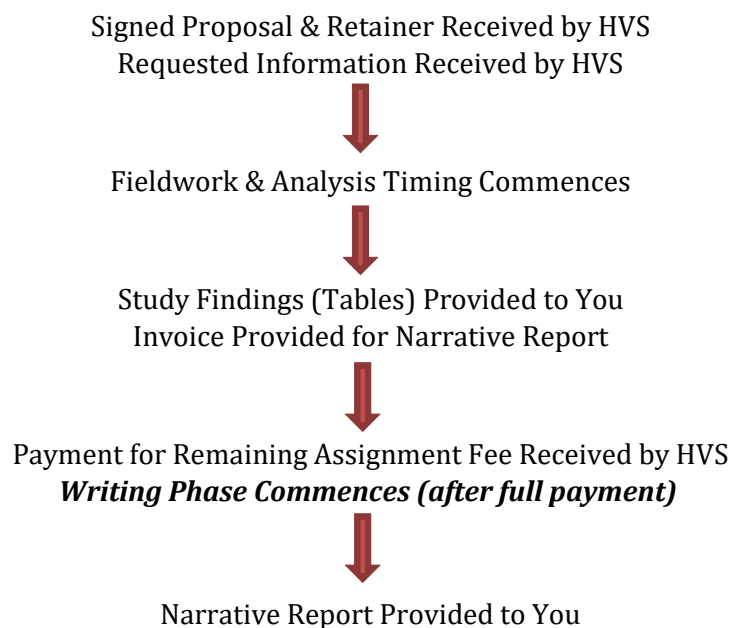
- a) Name of contact person for site tour
- b) Terms of purchase or sale of the site, including options and listings, as well as the price, date, and financing information; please include a copy of the contract and closing statement
- c) Capital budget (cost) projections
- d) The most recent real property tax bill for the land
- e) Name of legal owner and detailed ownership history for the subject site for the last five years
- f) Architectural/floor plans and plot plans, survey, and legal description in PDF

- g) If available: operating budgets, projections, marketing plans, etc.
- h) If available: any preliminary management contracts and franchise agreements that may be in place
- i) If available: past appraisals, market and feasibility studies, impact studies, prospectuses, STAR reports, and any Phase I or Phase II environmental audit reports

Timing

We anticipate that Phases I, II, and III of the market study will be completed within approximately 15 business days from the date we receive the signed proposal, retainer payment, and all requested information. At that time, we will provide you with a *verbal* summary of findings; for this conference, we will provide you with various charts and data tables that support our findings.

After your review of our findings, upon your authorization and payment of our invoice, we will then prepare the market study report, which will take an additional 7-10 business days.



Professional Fees

Our fee for Phases I, II, and III will be \$10,500, payable \$7,750 *upon execution* of this agreement, with the balance payable *upon request* for the market study report (Phase IV).

It is our normal policy to provide an electronic draft copy of our final report for your review. After confirmation that our invoice for services has been paid in full, this draft will be provided in PDF and will include a watermark "DRAFT." Upon your approval of this draft, we will commence preparation of the final report. This fee includes one electronic copy of the final report, which will be delivered to you via email in PDF. Reports are not transmitted in Microsoft Word format.

Related expenses are included in this fee.

After completing the fieldwork phase of this assignment, should it become necessary to alter the parameters of the study, such as the property description, opening date, location, or any other factor that could change the final conclusions, the TS Worldwide LLC will be entitled to charge an additional fee based on our current per-diem rates and the time required to incorporate the necessary changes into our analysis and report. In addition, the estimate of timing will be extended by an amount equal to the added work.

Payment Due Dates

If payment for professional fees and out-of-pocket travel and related expenses is not received within thirty (30) days of the billing date, HVS reserves the right to suspend all work until payment is made and apply a service charge of 1.5% per month, or fraction thereof, to the total unpaid sum. Should any type of action become necessary to enforce collection of bills rendered, it is further agreed that you (the client) or the prevailing party will be responsible for all collection costs, including but not limited to court costs and reasonable legal fees. It is understood that HVS may extend the time for payment on any part of billings rendered without affecting the understanding outlined above.

Collection of Outstanding Professional Fees

The parties to this contract agree that any disputes regarding professional fees and/or other charges owed to HVS will be resolved in accordance with Texas law (TS Worldwide is a Texas-based LLC with a home office location of 2100 West Loop South, Suite 1001, Houston, Texas, 77027). The parties to this contract further agree that (a) any legal action regarding money owed to HVS will take place in Texas; (b) Texas courts have exclusive jurisdiction for resolution of disputes; and (c) the plaintiff will have the choice of venue in any county in the State of Texas.

Limitations of Liability

It is agreed that our company's liability, our employees, and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff acting

solely as employees and not as individuals. Our responsibility is limited to the client; use of our product by third parties shall be solely at the risk of the client and/or third parties. The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our normal assumptions and limiting conditions will be provided upon request.

Conclusion

If the foregoing proposal meets with your acceptance, please sign and return with your retainer payment in the amount of \$7,750. Your signature beneath the words "Agreed to and Accepted" signifies your agreement to employ the HVS division of TS Worldwide LLC for these services. To schedule our assignments and perform your study in accordance with the timing set forth above, we ask that you return an executed copy of this agreement by July 27, 2024. We appreciate the opportunity of submitting this proposal and look forward to working with you on this assignment.

Very truly yours,
HVS division of TS Worldwide LLC



Marc Greeley
mgreeley@hvs.com
+1 (615) 426-8806 (Mobile)

AGREED TO AND ACCEPTED

Alex West
City Of Goodlettsville

Signature: _____

Date: _____



INVOICE FOR RETAINER

Date: June 27, 2024
Terms: Due Prior to Start of Assignment

Alex West
City Of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072

Re: Proposed Hotel and Conference Room
Goodlettsville, TN
(HVS staff member: Marc Greeley)

HVS Accounting Office
1615 Foxtrail Drive
Suite 230
Loveland, CO80538
(970) 666-1377
www.hvs.com

Project	Amount Due
Market Study Report	\$7,875

Please make all checks payable to TS Worldwide, LLC
(dba HVS)
Tax ID #20-2762887
Please remit to:
HVS
1615 Foxtrail Drive
Suite 230
Loveland, CO 80538

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR CHECK PAYMENT

Wire Instructions:

Please notify mculbertson@hvs.com of all wire transmissions.
JPMorgan Chase Bank
270 Park Avenue
New York, NY 10017
Account Name: TS Worldwide, LLC
Transit ABA #: 021000021
Swift Code: CHASUS33
Account Number: 682090837