



June 11, 2026

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 May 14, 2026 minutes of the 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 26-1142, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2025-2026 budget, passed by Ordinance 25-1112. **SECOND READING**
 - b. Consider Ordinance 26-1145, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026 and ending June 30, 2027. **SECOND READING & PUBLIC HEARING**

9. New Business.
- a. Consider Ordinance 26-1146, an ordinance calling for a referendum for the purpose of increasing investment in city services such as parks, roads, and public safety by maximizing the local option sales tax by a half penny per dollar in the City of Goodlettsville, Tennessee, hereby known as the Goodlettsville Investment Act. **FIRST READING**
 - b. Consider Ordinance 26-1147, an ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee, amending the Goodlettsville Municipal Code, Title 2, Chapter 2, by deleting Chapter 2 in its entirety and replacing it with a new Chapter 2 entitled "Requirements and Appointments of Board and Commission Members." **FIRST READING**
 - c. Consider Ordinance 26-1148, an ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee, amending the Goodlettsville Municipal Code, Title 9, Chapter 5, Section 504, Subsection (D), by deleting Subsection (D) in its entirety and replacing it with a new Subsection (D) entitled "Hours and Functions of Food Truck Operations." **FIRST READING**
 - d. Consider Ordinance 26-1149, an ordinance to amend the Official Zoning Map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway and Wade Circle from CSL, Commercial Services Limited to RC2PUD, Regional Center Planned Unit Development Low Intensity. **FIRST READING**
 - e. Consider Ordinance 26-1150, an ordinance to amend the Zoning Ordinance to define provisions for fence regulations. **FIRST READING**
 - f. Consider Resolution 26-1336, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a contract amendment with Corradino Engineering for Construction Engineering Inspection Services related to the Phase III Traffic Signalization Improvements project funded through a Congestion Mitigation and Air Quality (CMAQ) Grant Program in the amount of \$114,929.00.
 - g. Consider Resolution 26-1337, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving an interlocal agreement between the City of Goodlettsville and the Metropolitan Government of Nashville and Davidson County, Tennessee for construction development review and building safety inspection services related to the Rivergate Re-Development Project.
 - h. Consider Resolution 26-1338, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.
 - i. Consider Resolution 26-1339, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a contract with Stansell Electric Company, Incorporated for the construction of Phase III Traffic Signalization

Improvements funded through a Congestion Mitigation and Air Quality (CMAQ) Grant in the amount of \$2,477,765.00.

- j. Consider Resolution 26-1340, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a grant agreement between the City of Goodlettsville and the State of Tennessee Department of Military, Tennessee Emergency Management Agency (TEMA) for Public Assistance associated with the Federal Emergency Management Agency (FEMA) Disaster Declaration 4792-DR-TN, and authorizing the City Manager to execute all associated documents.
- k. Consider Resolution 26-1341, a resolution of the City of Goodlettsville Board of Commissioners adopting and participating in the 2026 Metropolitan Nashville-Davidson County, Tennessee Multi-Hazard Mitigation Plan.
- l. Consider and possibly take action on the method for selection and appointment for the position of City Manager to assume on October 1, 2026.

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

May 14, 2026

6:30 PM

City Hall - Massie Chambers

Minutes:

Present: Jimmy D. Anderson, Jennifer Duncan, Rusty Tinnin, and Jesse Walker.

Absent: Cisco Gilmore.

Also Present: Tim Ellis, Allison Baker, Sarah Jennings, Kimberly Lynn, Julie High, Chief Audra Cherry-Crawford, Chief Ken Reeves, Deputy Chief Shane Toll, Mike Bauer, Jack Presley, Sean Pfalzer, Alayna Barton-Peters, and Russell Freeman.

Mayor Rusty Tinnin called the meeting to order. Pastor Toby Swager 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 Gilmore absent, Commissioner Walker present.

Consider the minutes of the April 9, 2026 regular meeting of the Board of Commissioners by the Recorder for approval or correction. Vote was then taken which resulted in a 4-0 vote to approve the minutes as written.

Comments from citizens.

Comments of the City Manager and staff.

City Manager Tim Ellis presented Mayor Rusty Tinnin with a plaque for his work for the community during Ice Storm '26. This was part of his presentation to the Goodlettsville Area Chamber of Commerce in April. He recognized Toby Swager with Good Works, Inspiritus, and Mayor Rusty Tinnin.

Mr. Caleb Cravens, meteorologist with the National Weather Service, presented Deputy Chief Shane Toll with the StormReady Community Certification as a part of Project '072. The StormReady program helps communities improve their readiness for severe weather events. He went through this process with the City of Goodlettsville and we met all of the requirements to receive this certification. It states we are taking every step necessary to be the most prepared we can against any kind of weather threat.

City Manager Ellis read his retirement announcement to the Board and the community effective September 30, 2026.

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

Mayor Tinnin said he will be greatly missed.

Vice Mayor Duncan said a lot of the good in Goodlettsville has come from Mr. Ellis. She thanked him for his time and dedication to the city.

Commissioner Walker thanked Mr. Ellis for his hard work and leadership in the community.

Commissioner Anderson let Mr. Ellis know that he will be missed.

Mayor Tinnin stated we do this because we love the city. He thanked Mr. Ellis for the award. He said it is an honor and pleasure to serve.

Commissioner Walker made a motion to move Resolution 26-1331 to the beginning of the agenda. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to move Resolution 26-1331 to the beginning of the agenda.

Commissioner Walker introduced the resolution as an advocate for Mental Health Awareness and stated how important it is to prioritize it. He stated how important it is to have support systems and people to talk to when life feels heavy. Consider Resolution 26-1331, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, recognizing the month of May as Mental Health Awareness Month. Vice Mayor Duncan made a motion to consider Resolution 26-1331. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 26-1331.

Sara Rader, of Sara Rader Counseling in Goodlettsville, addressed the Board regarding Mental Health. The Board then presented her with a signed Resolution.

Consent agenda items.

Consider Unfinished Business.

Consider Ordinance 26-1136, an ordinance to amend the official Zoning Map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of a property on Springfield Highway 41/SR 11 from CPUD, Commercial Planned Unit Development Limited to CG, Commercial General, second reading and public hearing. Commissioner Anderson made a motion to consider Ordinance 26-1136. 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 4-0 vote to approve Ordinance 26-1136.

Consider Ordinance 26-1137, an ordinance to amend the official Zoning Map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of property on Dry Creek Road from HDRPUD, High Density Residential Planned Unit Development to CPUD, Commercial Planned Unit Development, second reading & public hearing. Vice Mayor Duncan made a motion to

consider Ordinance 26-1137. Commissioner Walker seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Commissioner Walker clarified there were no immediate plans for commercial and this was to get it in line with neighboring properties. Mayor Tinnin confirmed that was correct. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 26-1137.

Consider Ordinance 26-1138, an ordinance to amend the official Zoning Map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of a property on Dry Creek Road and Old Dickerson Road from HDRPUD, High Density Residential Planned Unit Development to MDRPUD, Medium Density Residential Planned Unit Development and Dry Creek Farms Master Plan amendment, second reading and public hearing. Commissioner Anderson made a motion to consider Ordinance 26-1138. Commissioner Walker seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 26-1138.

Consider Ordinance 26-1140, an ordinance of the City of Goodlettsville Board of Commissioners to amend the City of Goodlettsville Municipal Code Title 7, Chapter 2, Section 201 as it relates to the Fire Code, second reading and public hearing. Vice Mayor Duncan made a motion to consider Ordinance 26-1140. Commissioner Anderson seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 26-1140.

Consider Ordinance 26-1141, an ordinance of the City of Goodlettsville Board of Commissioners amending the City of Goodlettsville Municipal Code Title 7, Chapter 5, by amending Section 503 and creating a new Section 504, second reading and public hearing. Commissioner Anderson made a motion to consider Ordinance 26-1141. 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 4-0 vote to approve Ordinance 26-1141.

Consider New Business.

Consider Ordinance 26-1142, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2025-2026 budget, passed by Ordinance 25-1112, first reading. Vice Mayor Duncan made a motion to consider Ordinance 26-1142. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 26-1142.

Consider Ordinance 26-1143, an ordinance to amend the Zoning Ordinance to define provisions for limited secondary residential dwelling units, first reading. Commissioner Anderson made a motion to consider Ordinance 26-1143. Commissioner Walker seconded the motion. Vice Mayor Duncan stated this has come before the board several times and been denied by the Planning Commission. She wants the Planning Commission to adhere to this strictly and not make future amendments. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 26-1143.

Consider Ordinance 26-1144, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of a property at 7723 Old Springfield Highway from A, Agricultural to CPUDL, Commercial Planned Unit Development Limited, first reading. Vice Mayor Duncan made a motion to consider Ordinance 26-1144. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 26-1144.

Consider Ordinance 26-1145, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget and tax rate for the fiscal year beginning July 1, 2026 and ending June 30, 2027, first reading. Commissioner Anderson made a motion to consider Ordinance 26-1145. Vice Mayor Duncan seconded the motion. Commissioner Walker asked for a better understanding on the \$15,000 lease for the parking lot across the street. He asked about the need that would serve us the next year. City Manager Ellis stated this would be the money to fund it and there is no contract in place at this time. The plan is for this to be public parking and this came from our Main Street Program, which would take certain parking that has been used for decades that is in state right of way. He said there would have to be another vote if we move forward. Commissioner Walker asked if this would come before us this budget year. City Manager Ellis stated this would be the intent. Commissioner Walker stated he struggles with the timing for this budget year when the Main Street Project will not be completed for some time. He doesn't know if it will serve the community this budget year or by next budget year. City Manager Ellis stated construction will begin this year and the parking that is there now will cease to exist. He also struggles with the three-year lease but wanted to share that number as it is the current desire of the property owner. There was additional discussion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 26-1145.

Consider Resolution 26-1332, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, adopting budget policies and procedures. Commissioner Walker made a motion to consider Resolution 26-1132. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 26-1332.

Consider Resolution 26-1333, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, authorizing the extension of a contract between the State of Tennessee Department of Transportation and the City of Goodlettsville related to the Main Street Redevelopment Project (PIN 120326.00). Vice Mayor Duncan made a motion to consider Resolution 26-1333. Commissioner Walker seconded the motion. Vote was then taken which resulted in 4-0 vote to approve Resolution 26-1333.

Consider Resolution 26-1334, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving an interlocal agreement between the City of Goodlettsville and the Goodlettsville Industrial Development Board for the provision of administrative and financial management services; and authorizing the mayor to execute the same. Commissioner Anderson made a motion to consider Resolution 26-1334. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 26-1334.

Consider Resolution 26-1335, a resolution proclaiming May 17-23, 2026, as Public Works Week in the City of Goodlettsville. Commissioner Anderson made a motion to consider Resolution 26-1335. Commissioner Walker seconded the motion. Commissioner Walker commented on

how hard our Public Services Department works. Vote was then taken which resulted in a 4-0 vote to approve Resolution 26-1335.

Mayor Tinnin addressed the staff by saying that Mr. Ellis leaving was a shock to all. He wanted city staff to know that they support the staff and are thinking about them during the transition. He asked for employees to call with any concerns or comments. He thanked all employees for their work.

Vice Mayor Duncan urged any employees or residents to reach out during this transition with any concerns. Phone numbers and emails are listed on the website.

Commissioner Walker echoed those statements. He said he wants to hear your thoughts and ideas for the future of the city.

With no further business, Vice Mayor Duncan made a motion to adjourn. Commissioner Walker seconded the motion. The meeting adjourned at approximately 7:27pm with a 4-0 vote.



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE: ORDINANCE 26-1142</u> An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2025-2026 budget, passed by Ordinance 25-1112. SECOND READING</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Ordinance 26-1142</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Julie High</p> <p>Cost of Item: Outlined in Ordinance</p>
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AGENDA ITEM ATTACHMENTS:

Ordinance 26-1142

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2025-2026 budget, passed by Ordinance 25-1112.

FINANCIAL SUMMARY:

Proposed budget amendment outlined in Ordinance below.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 26-1142.

ORDINANCE NO. 26-1142

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2025-2026 BUDGET, PASSED BY ORDINANCE #25-1112

WHEREAS, the City of Goodlettsville adopted the fiscal year 2025-2026 budget by passage of Ordinance #25-1112 on June 12, 2025; and

WHEREAS, a federal disaster was declared for both Sumner and Davidson counties as a result of Winter Storm Fern; and

WHEREAS, the City incurred expenditures related to emergency response during the storm and debris clean-up and disposal after the storm;

WHEREAS, the City has applied for Public Assistance with FEMA and will receive funding for some of these expenditures in the future; and

WHEREAS, insurance proceeds have been received related to the replacement of playground equipment damaged in a subsequent wind storm; and

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

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2025-2026 BUDGET AS FOLLOWS:

Administration Payroll Expenditures (Increase)	\$ 6,000
Police Payroll Expenditures (Increase)	\$ 18,000
Police Communications Payroll Expenditures (Increase)	\$ 4,000
Fire Payroll Expenditures (Increase)	\$ 12,000
Public Works Payroll Expenditures (Increase)	\$ 25,000
Parks and Rec Payroll Expenditures (Increase)	\$ 22,000
Storm Related Supplies (Increase)	\$ 50,000
Storm Debris Maintenance (Increase)	\$3,170,000
General Fund Unassigned Fund Balance (Decrease)	(\$3,307,000)
Parks and Rec Capital Expenditures(Increase)	\$ 60,000
Insurance Proceeds (Increase)	(\$ 49,000)
General Fund Unassigned Fund Balance (Decrease)	(\$ 11,000)

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

Mayor Rusty Tinnin

Passed first reading:_____

City Recorder
Approved as to form and legality.

Passed second reading:_____

City Attorney



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE: ORDINANCE 26-1145</u> An ordinance of the City of Goodlettsville, Tennessee adopting the annual budget for the fiscal year July 1, 2026 through June 30, 2027. <u>SECOND READING & PUBLIC HEARING PRESENTED BY:</u> <p style="margin-left: 40px;">Tim Ellis, City Manager Julie High, Assistant City Manager</p> </p>	<p>Agenda Item: Ordinance 26-1145 Dept. of Origin: Administration For Agenda of: June 11, 2026 Originator: Julie High Cost of Item: See Attached Ordinance</p>
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AGENDA ITEM ATTACHMENTS:

Ordinance 26-1145

SUMMARY STATEMENT:

This Ordinance adopts the FY 2027 budget.

FINANCIAL SUMMARY:

See Attached Ordinance

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 26-1145.

ORDINANCE No. 26-1145

**AN ORDINANCE OF THE
CITY OF GOODLETTSVILLE, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND TAX RATE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027**

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

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

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

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

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2027, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

	Budget FY 2025	Projected FY 2026	Requested Budget FY 2027
POLICE DRUG FUND			
Revenues			
Fines And Forfeitures	10,000	10,000	10,000
Other	10,000	10,000	10,000
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	20,000	20,000	20,000
Appropriations			
Drug Enforcement	20,000	20,000	32,000
Capital Expenditures	110,000		30,000
Debt Service	-	-	-
Total Appropriations	130,000	20,000	62,000
Change in Fund Balance (Revenues - Appropriations)	(110,000)	-	(42,000)
Beginning Fund Balance July 1	186,251	186,251	186,251
Ending Fund Balance June 30	76,251	186,251	144,251
Ending Fund Balance as a % of Appropriations	59%	931%	233%

	Budget FY 2025	Projected FY 2026	Requested Budget FY 2027
ELECTRONIC CITATION FUND			
Revenues			
Fines And Forfeitures	3,000	3,000	3,000
Other	-	-	-
Other Financing Sources			
Issuance of Debt / Debt Proceeds	-	-	-
Transfers In - from other funds	-	-	-
Total Revenues and Other Financing Sources	3,000	3,000	3,000
Appropriations			
Supplies-Ticket writer supplies	3,000		
Capital Expenditures	-	-	-
Debt Service	-	-	-
Total Appropriations	3,000	-	-
Change in Fund Balance (Revenues - Appropriations)	-	3,000	3,000
Beginning Fund Balance July 1	12,480	12,480	15,480
Ending Fund Balance June 30	12,480	15,480	18,480
Ending Fund Balance as a % of Appropriations			

TOURISM FUND		Budget FY 2025	Projected FY 2026	Requested Budget FY 2027
Revenues				
Hotel Occupancy Tax		1,100,000	1,100,000	1,100,000
Grants		-	50,000	
Other		91,500	116,500	131,500
Other Financing Sources				
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		1,191,500	1,266,500	1,231,500
Appropriations				
Administration		846,624	1,112,120	1,156,422
Historic Sites		78,500	71,200	75,550
Economic Development		150,097	137,297	107,187
Tourism		94,150	178,450	120,850
Capital		45,750	40,000	125,000
Total Appropriations		1,215,121	1,539,067	1,585,009
Change in Fund Balance (Revenues - Appropriations)		(23,621)	(272,567)	(353,509)
Beginning Fund Balance July 1		1,200,886	1,200,886	928,319
Ending Fund Balance June 30		1,177,265	928,319	574,811
Ending Fund Balance as a % of Appropriations		97%	60%	36%

CAPITAL PROJECTS FUND		Budget FY 2025	Projected FY 2026	Requested Budget FY 2027
Revenues				
Grant Revenue		13,736,221	195,000	7,656,500
Other Revenue		-	-	-
Donations		664,304		
Other Financing Sources				
Loan Proceeds (Main St)		-	-	1,000,000
Transfers In - from other funds		1,465,500	-	
Total Revenues and Other Financing Sources		15,866,025	195,000	8,656,500
Appropriations				
Main Street Redevelopment		9,703,096	7,000	5,000,000
Conference Drive Enhancement		-		
CMAQ II		-		
CMAQ III(conference drive)		3,062,490	180,000	3,378,000
CMAQ IV		2,298,265		105,000
Sidewalk Tap Project		703,572		
LED Project		-		
Rachel's Garden		1,720,406	43,000	
MW Recirculation Project			30,000	587,000
Other		-		-
Total Appropriations		17,487,829	260,000	9,070,000
Change in Fund Balance (Revenues - Appropriations)		(1,621,804)	(65,000)	(413,500)
Beginning Fund Balance July 1		1,795,142	1,795,142	1,730,142
Ending Fund Balance June 30		173,338	1,730,142	1,316,642
Ending Fund Balance as a % of Appropriations		1%	665%	15%

		Budget	Projected	Requested
Sanitation		FY 2025	FY 2026	Budget
				FY 2027
Revenues				
User Fees		1,353,000	1,356,000	1,419,000
Miscellaneous Revenue		12,000	17,000	17,000
Grant Proceeds		-	-	-
Other Financing Sources		-	-	-
Transfers In - from other funds		-	-	-
Other Financing Sources		-	-	-
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		1,365,000	1,373,000	1,436,000
Appropriations				
Sanitation Contract Fees		980,000	1,134,000	1,173,100
Other Operating Expenditures		387,331	323,457	405,559
Capital Expenditures		50,000	-	50,000
Debt Service		-	-	-
Total Appropriations		1,417,331	1,457,457	1,628,659
Change in Fund Balance (Revenues - Appropriations)		(52,331)	(84,457)	(192,659)
Beginning Fund Balance July 1		546,926	546,926	462,469
Ending Fund Balance June 30		494,595	462,469	269,810
Ending Fund Balance as a % of Total Appropriations		35%	32%	17%

		Budget	Projected	Requested
Stormwater Fund		FY 2025	FY 2026	Budget
				FY 2027
Revenues				
Utility Fees		974,500	1,163,750	1,154,500
Miscellaneous Revenues		48,000	56,000	50,000
Transfers In - from other funds		-	-	-
Other Financing Sources		-	-	-
Issuance of Debt / Debt Proceeds		-	-	-
Transfers In - from other funds		-	-	-
Total Revenues and Other Financing Sources		1,022,500	1,219,750	1,204,500
Appropriations				
Operating Expenditures		570,435	634,172	447,768
Other Expenditures				
Capital Expenditures		500,000	800,000	1,055,000
Total Appropriations		1,070,435	1,434,172	1,502,768
Change in Fund Balance (Revenues - Appropriations)		(47,935)	(214,422)	(298,268)
Beginning Fund Balance July 1		1,554,742	1,554,742	1,340,320
Ending Fund Balance June 30		1,506,807	1,340,320	1,042,052
Ending Fund Balance as a % of Total Appropriations		141%	93%	69%

SEWER FUND		Actual	Projected	Requested
		FY 2025	FY 2026	Budget
				FY 2027
Operating Revenues				
Sewer User Fees		6,352,890	6,217,500	6,253,000
Sewer Flow Charges		151,642	120,000	
Miscellaneous Other Fees		131,955		57,600
Total Operating Revenues		6,636,487	6,337,500	6,310,600
Operating Expenses				
Operating Expenses		4,588,404	4,901,046	5,164,393
Interest		115,802		
Depreciation		979,474	1,025,000	1,025,000
Total Operating Expenses		5,683,680	5,926,046	6,189,393
Operating Income (Loss)		952,807	411,454	121,207
Nonoperating Revenues (Expenses)				
Revenue: Investment Income		725,832	600,000	600,000
Tap Fees		144,000	87,500	75,000
Other Income				
Expense: Debt Service - Interest Expense		(115,802)	(118,806)	(102,756)
Total Nonoperating Revenue (Expenses)		754,030	568,694	572,244
Income (Loss) Before Capital Contributions and Transfers		1,706,837	980,148	693,451
Capital Contributions and Transfers				
Transfers In - from Other Funds				
Transfers Out - to Other Funds (PILOT)		(122,782)	(115,000)	(115,000)
Total Capital Contributions and Transfers		(122,782)	(115,000)	(115,000)
Change in Net Position		1,584,055	865,148	578,451
Beginning Net Position July 1		38,107,097	39,691,152	40,556,300
Ending Net Position June 30		39,691,152	40,556,300	41,134,751

SECTION 2: At the end of the fiscal year 2026, the governing body estimates fund balances or deficits:

Fund	Estimated Fund Balance/Net Position at June 30, 2026
General Fund	23,162,067
Sanitation	462,469
Drug Fund	186,251
E-Citation Fund	15,480
Tourism Fund	928,319
Capital Projects Fund	1,730,142
Stormwater Fund	1,340,320
Sewer Fund	40,556,300

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

CITY OF GOODLETTSVILLE								
SCHEDULE OF DEBT PAYMENTS								
FOR FISCAL YEAR 2026-2027								
			Amount				FY 26-27	Amount
Type	Loan Name	Authorized	Outstanding 6/30/2026	Payment Fund	Principal	Interest	Total Debt Service	Outstanding 6/30/2027
Bonds								
	2012 Bond Issue for Street and Road improvements/lighting 20yr	\$ 2,970,000	\$ 1,195,000	General	\$ 160,000	\$ 30,305	\$ 190,305	\$ 1,035,000
	2020 Bond Issue LED lighting	960,000	745,000	General	50,000	12,868	62,868	695,000
	Other fees					2,000	2,000	
	Total Notes	\$ 3,930,000	\$ 1,940,000		\$ 210,000	\$ 45,173	\$ 255,173	\$ 1,730,000
Loans								
	GO Refunding public improvement series 2020	\$ 4,880,000	\$ 2,885,000	Sewer	\$ 435,000	\$ 43,980	\$ 478,980	\$ 2,450,000
	State Revolving Loan, 2018-419, Sewer Rehab	1,000,000	665,153	Sewer	41,844	13,056	54,900	623,309
	State Revolving Loan, 2018-420, Sewer Rehab	3,200,000	2,467,503	Sewer	134,040	45,720	179,760	2,333,463
	2016 LGLP Loan Main Street, Transportation bond	3,000,000	1,223,000	General	231,000	39,625	270,625	992,000
	Total Loans	\$ 12,080,000	\$ 7,240,656		\$ 841,884	\$ 142,381	\$ 984,265	\$ 6,398,772
	Total of All Debt	\$ 16,010,000	\$ 9,180,656		\$ 1,051,884	\$ 187,554	\$ 1,239,438	\$ 8,128,772
By Fund	General	\$ 6,930,000	\$ 3,163,000		\$ 441,000	\$ 82,798	\$ 525,798	\$ 2,722,000
	Police Drug							
	Tourism							
	Stormwater							
	Sewer	9,080,000	6,017,656		610,884	102,756	713,640	5,406,772
	Total	\$ 16,010,000	\$ 9,180,656		\$ 1,051,884	\$ 185,554	\$ 1,239,438	\$ 8,128,772

SECTION 4: During the coming fiscal year (2027) the governing body has pending and planned capital projects with proposed funding as follows:

Pending Capital Projects	Pending Capital Projects - Total Expense
Main Street Redevelopemnt	5,000,000
CMAQ III Conference Dr	3,378,000
CMAQ IV	105,000
MW Recirculation	587,000
Pending Capital Projects	9,070,000
Proposed Future Capital Projects	Proposed Future Capital Projects - Total Expense
Lease Parking Lot Main St	15,000
Facilities Roof	422,000
license plate readers	25,000
Motorola Radios - Mobiles	213,000
Vehicles	348,000
Metro Accountability System	93,000
Turn Out Gear	65,000
Street Aid And Paving	700,000
Sidewalks	30,000
Lightning Detection Equipment	14,000
Pickleball/Tennis Resurfacing	70,000
Shockwave Aerifier	25,000
Trideck Roller Mower	45,000
Building repairs at Pleasant Green	50,000
Diving Board Replacement	5,000
UTV for patrol	25,000
Trash Carts	50,000
Mansker's Fort Cabin Chinking Repair	30,000
Pole Banner Flags	20,000
Signs	60,000
Street Sign Identity Overlay	15,000
Asset Management Plan (GISmapping)	350,000
Base Station	200,000
F150 4x4 Pickup	55,000
Office & Equipment Storage Building	1,500,000
Rehab	550,000
Toughbook Tablets	12,000
Trunk Line Rehab	1,000,000
Streambank stabilization (Madison Creek & Patton Branch)	400,000
sweeper replacement	255,000
Williamson Road Flood Damage	300,000
Capital Proj Maint And Infrast	100,000
Proposed Capital Projects	7,042,000
Total Capital Projects	16,112,000

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

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

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

SECTION 8: There is hereby levied a property tax of \$0.5068 per \$100 of assessed value in Goodlettsville-Sumner County and Goodlettsville- Davidson County on all real and personal property.

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

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

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

SECTION 12: This ordinance shall take effect July 1, 2026, the public welfare requiring it.

Passed 1st Reading: _____

Mayor Rusty Tinnin

Passed 2nd Reading: _____

City Recorder

APPROVED AS TO LEGALITY AND FORM: _____

City Attorney



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Ordinance 26-1146 An ordinance calling for a referendum for the purpose of increasing investment in city services such as parks, roads, and public safety by maximizing the local option sales tax by a half penny per dollar in the City of Goodlettsville, Tennessee, herby known as the Goodlettsville Investment Act. FIRST READING</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Ordinance 26-1146</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Tim Ellis</p> <p>Cost of Item: N/A</p>
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AGENDA ITEM ATTACHMENTS:

Ordinance 26-1146

SUMMARY STATEMENT:

An ordinance calling for a referendum for the purpose of increasing investment in city services such as parks, roads, and public safety by maximizing the local option sales tax by a half penny per dollar in the City of Goodlettsville, Tennessee, herby known as the Goodlettsville Investment Act

FINANCIAL SUMMARY:

Minimal due to aligning with the existing election.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 26-1146.

ORDINANCE No. 26-1146

AN ORDINANCE CALLING FOR A REFERENDUM FOR THE PURPOSE OF INCREASING INVESTMENT IN CITY SERVICES SUCH AS PARKS, ROADS, AND PUBLIC SAFETY BY MAXIMIZING THE LOCAL OPTION SALES TAX BY A HALF PENNY PER DOLLAR IN THE CITY OF GOODLETTSVILLE, TENNESSEE, HEREBY KNOWN AS THE GOODLETTSVILLE INVESTMENT ACT.

WHEREAS, the City of Goodlettsville recognizes that pursuant to the authorization in T.C. A. § 67-6-701, et seq., the Local Option Revenue Act, municipalities may, upon approval of a majority of their citizens voting on the issue, levy a local option sales tax rate up to 2.75% which is an increase of a half-penny per dollar; and,

WHEREAS, the present local option sales tax rate in the City of Goodlettsville within Davidson and Sumner Counties is already is 2.25%; and,

WHEREAS, the present local option sales tax rate in the City of White House is 2.75%, in the City of Gallatin is 2.75%, and in the City of Hendersonville is 2.75%; and,

WHEREAS, in order to limit the burden of property owners, the Goodlettsville Investment Act seeks to fund the increasing cost for public safety, roads, and parks through a uniform local option sales tax rate within all parts of the City by increasing the current rate by a half-penny per dollar so that everyone living and doing business in the community has the opportunity to help fund these vital services.

NOW THEREFORE BE IT ORDAINED, by the Board of Commissioners of the City of Goodlettsville, Tennessee, that the Goodlettsville Investment Act is as follows:

SECTION 1. Subject to the referendum required by the Local Option Revenue Act, the local sales and use tax is hereby to be uniform within all parts of the City of Goodlettsville by increasing the current rate by a half-penny per dollar to a maximum total of 2.75%.

SECTION 2. The Davidson County and Sumner County Election Commissions are hereby requested to hold a referendum on whether to increase the local option sales tax as described in Section 1 above, as required by law.

SECTION 3. If a majority of those voting in said referendum vote for the uniform tax rate imposed by this ordinance, collection of the increased tax levied by this ordinance shall begin on the first day of the month occurring thirty (30) days after the Election Commission makes its official canvass of the election returns.

SECTION 4. The Tennessee Department of Revenue shall collect the additional tax imposed by this ordinance, concurrent with the collection of the state and local tax now being collected for the City of Goodlettsville, in accordance with the rules and regulations which may be amended, added, or rescinded by the Tennessee Department of Revenue.

SECTION 5. The City Manager of the City of Goodlettsville or their designee is designated to receive any notice of a payment made under protest and shall be notified of suit brought for recovery of any tax, penalty, and interest which the Tennessee Department of Revenue has collected and which is alleged by the taxpayer to be illegal or improper.

SECTION 6. A certified copy of this ordinance shall be transmitted to the Tennessee Department of Revenue and the Davidson County and Sumner County Election Commissions. The Voter Registrars of the respective counties are requested to place the following question on the November 3, 2026 election:

Shall the Goodlettsville Investment Act (Ordinance No. 26-1146) for the purpose of investing in vital City services such as parks, roads, and public safety, by increasing the City's sales tax by a half-penny per dollar, be approved?

FOR the Ordinance _____

AGAINST the Ordinance _____

Section 7. This Ordinance shall take effect thirty (30) days from and after its passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed First Reading: _____

CITY RECORDER

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Ordinance 26-1147 An ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee, amending the Goodlettsville Municipal Code, Title 2, Chapter 2, by deleting Chapter 2 in its entirety and replacing it with a new Chapter 2 entitled "Requirements and Appointments of Board of Commission Members." FIRST READING</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Ordinance 26-1147</p> <p>Dept. of Origin: Planning</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Tim Ellis</p> <p>Cost of Item: N/A</p>
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AGENDA ITEM ATTACHMENTS:

Ordinance 26-1147

SUMMARY STATEMENT:

An ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee, amending the Goodlettsville Municipal Code, Title 2, Chapter 2, by deleting Chapter 2 in its entirety and replacing it with a new Chapter 2 entitled "Requirements and Appointments of Board of Commission Members."

FINANCIAL SUMMARY:

None.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 26-1147.

ORDINANCE NO. 26-1147

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AMENDING THE GOODLETTSVILLE MUNICIPAL CODE, TITLE 2, CHAPTER 2, BY DELETING CHAPTER 2 IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 2 ENTITLED “REQUIREMENTS AND APPOINTMENTS OF BOARD AND COMMISSION MEMBERS”

WHEREAS, the Board of Commissioners of the City of Goodlettsville desires to update and clarify the provisions governing the qualifications, requirements, appointments, and service of members appointed to City boards and commissions; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of the City to repeal the existing provisions of Title 2, Chapter 2 of the Goodlettsville Municipal Code and replace them with updated provisions establishing uniform standards and procedures for board and commission appointments.

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

SECTION 1. Title 2, Chapter 2 of the Goodlettsville Municipal Code is hereby deleted in its entirety.

SECTION 2. Title 2, Chapter 2 of the Goodlettsville Municipal Code is hereby replaced with the following:

CHAPTER 2

REQUIREMENTS AND APPOINTMENTS OF BOARD AND COMMISSION MEMBERS

Sec. 2-201. – Requirements.

A) Members of all Boards and Commissions are to:

1. Live within the corporate limits of the City of Goodlettsville unless federal or state law requires otherwise.
2. Remain current on the payment of all taxes owed to the City.

Sec. 2-202. – Attendance.

A) Members of all Boards and Commissions:

1. Who miss two (2) consecutive meetings; or
2. Do not attend seventy-five percent (75%) of scheduled meetings in a rolling twelve-month period of time;

will be considered to have voluntarily vacated their membership on such Board or Commission.

3. Exceptions to this section may be considered regarding medical issues.

Sec. 2-203. – Application and Appointment Process.

All appointments to non-elected boards shall be made through an application process.

A) Two (2) months before the expiring term of a board or commission member, the City Manager, the City Recorder, or the City Manager’s designee shall advertise for two (2) weeks that applications are being received for board and commission positions and the means by which interested parties can apply.

B) Applications received during that time will be presented to the mayor, who will make a recommendation to the full Board of Commissioners for ratification of the appointment, with the exception of appointments to the Planning Commission in accordance with applicable Tennessee Code Annotated provisions.

C) Current board members who would like to be considered for reappointment must complete an application before the deadline for submittals.

D) In the situation where a vacancy occurs on a board or commission before its expiration date, the position shall be advertised and applications received for two (2) weeks, and the applicants provided to the mayor for consideration and recommendation to the Board of Commissioners for the unexpired term of the vacated board or commission seat.

Sec. 2-204. – Composition of Boards and Commissions.

Effective January 1, 2027, members of Boards and Commissions shall only serve on one (1) body at a time.

Sec. 2-205. – Exemption.

Sections 2-201 and 2-202 above shall not apply to the City of Goodlettsville Board of Commissioners or City employee committees formed and working in accordance with their job responsibilities and duties.

SECTION 3. This Ordinance shall take effect fifteen days from final passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed First Reading: _____

CITY RECORDER

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Ordinance 26-1148 An ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee amending the Goodlettsville Municipal Code, Title 9, Chapter 5, Section 504, Subsection (D), by deleting Subsection (D) in its entirety and replacing it with a new Subsection (D) entitled "Hours and Functions of Food Truck Operations." FIRST READING</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Ordinance 26-1148</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Tim Ellis</p> <p>Cost of Item: N/A</p>
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AGENDA ITEM ATTACHMENTS:

Ordinance 26-1148

SUMMARY STATEMENT:

An ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee amending the Goodlettsville Municipal Code, Title 9, Chapter 5, Section 504, Subsection (D), by deleting Subsection (D) in its entirety and replacing it with a new Subsection (D) entitled "Hours and Functions of Food Truck Operations."

FINANCIAL SUMMARY:

None.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 26-1148.

ORDINANCE NO. 26-1148

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AMENDING THE GOODLETTSVILLE MUNICIPAL CODE, TITLE 9, CHAPTER 5, SECTION 504, SUBSECTION (D), BY DELETING SUBSECTION (D) IN ITS ENTIRETY AND REPLACING IT WITH A NEW SUBSECTION (D) ENTITLED “HOURS AND FUNCTIONS OF FOOD TRUCK OPERATIONS”

WHEREAS, the Board of Commissioners of the City of Goodlettsville desires to amend the provisions of the Goodlettsville Municipal Code relating to the operation of food trucks within the City; and

WHEREAS, the Board of Commissioners finds it necessary and appropriate to clarify the permitted hours and functions of food truck operations in order to promote public safety, orderly business operations, and compatibility with surrounding properties and events.

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

SECTION 1. Title 9, Chapter 5, Section 504, Subsection (d) of the Goodlettsville Municipal Code is hereby deleted in its entirety.

SECTION 2. Title 9, Chapter 5, Section 504, Subsection (d) is hereby replaced with the following:

Sec. 9-504(d). – Hours and Functions of Food Truck Operations.

Food trucks may only operate beginning at 7:00 a.m. and ending at 10:00 p.m. for the purpose of providing food services only to special events, tournaments, concerts, permitted food truck rallies, and any other event. The City may permit extended hours of operation for special events or food truck rallies.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This Ordinance shall take effect from and after its final passage, the public welfare requiring it.

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

Mayor Rusty Tinnin

Passed first reading: _____
(date)

City Recorder

Passed second reading: _____
(date)

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Ordinance 26-1149 An ordinance to amend the official Zoning Map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway and Wade Circle from CSL, Commercial Services Limited to RC2PUD, Regional Center Planned Unit Development Low Intensity. FIRST READING</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Ordinance 26-1149</p> <p>Dept. of Origin: Community Development</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Sean Pfalzer</p> <p>Cost of Item: N/A</p>
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AGENDA ITEM ATTACHMENTS:

Ordinance 26-1149

SUMMARY STATEMENT:

An ordinance to amend the official Zoning Map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway and Wade Circle from CSL, Commercial Services Limited to RC2PUD, Regional Center Planned Unit Development Low Intensity.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 26-1149.

ORDINANCE NO. 26-1149

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING OF PROPERTIES ON RIVERGATE PARKWAY AND WADE CIRCLE FROM CSL, COMMERCIAL SERVICES LIMITED TO RC2PUD, REGIONAL CENTER PLANNED UNIT DEVELOPMENT LOW INTENSITY

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

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

WHEARAS, the City’s Comprehensive Land Use Plan defines the area of Rivergate Parkway and Wade Circle as Regional Center that aims to serve a mix of uses, including commercial, retail, and office uses and is intended for RC2PUD, Regional Center Planned Unit Development Low Intensity zoning; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on June 1, 2026 to recommend its passage to the Board of Commissioners based on the proposal being consistent with the City’s Comprehensive Land Use Plan,

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

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

By changing the property classification to RC2PUD, Regional Center Planned Unit Development Low Intensity for the referenced property attached as “EXHIBIT A” and described as follows:

THE 4.73 ACRE PROPERTIES AT 622 RIVERGATE PKWY, 611 WADE CIRCLE, 645 WADE CIRCLE, 647 WADE CIRCLE REFERENCED AS DAVIDSON COUNTY TAX MAP/PARCELS# 02613004300, 02610001300, 02614000400, AND 02614000300 SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least twenty-one (21) 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 twenty-one (21) days from the date of its final passage, the public welfare demanding it.

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

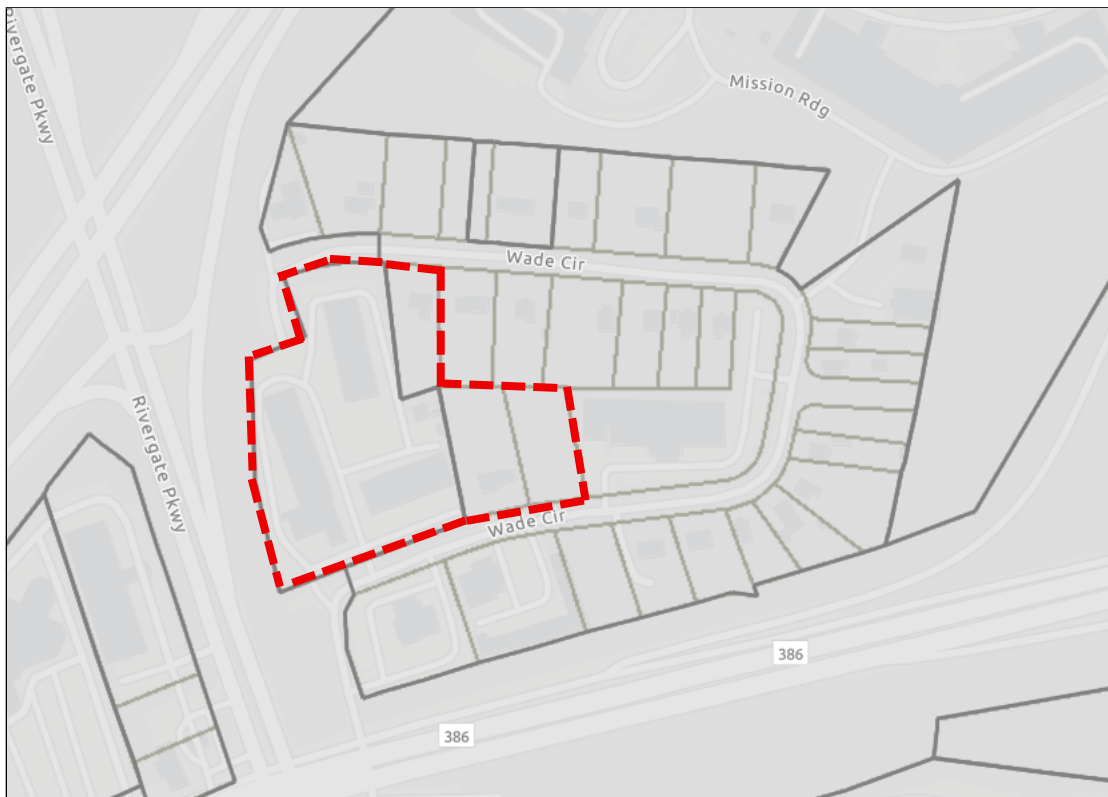
CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

**ORDINANCE 26-1149
“EXHIBIT A”**

**SUBJECT PROPERTIES
622 RIVERGATE PKWY, 611 WADE CIRCLE, 645 WADE CIRCLE, 647 WADE
CIRCLE
DAVIDSON COUNTY TAX MAP/PARCEL# 02613004300, 02610001300, 02614000400,
AND 02614000300**





AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Ordinance 26-1150 An ordinance to amend the Zoning Ordinance to define provisions for fence regulations. FIRST READING</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Ordinance 26-1150</p> <p>Dept. of Origin: Community Development</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Sean Pfalzer</p> <p>Cost of Item: N/A</p>
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AGENDA ITEM ATTACHMENTS:

Ordinance 26-1150

SUMMARY STATEMENT:

An ordinance to amend the Zoning Ordinance to define provisions for fence regulations.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and staff recommend approval of Ordinance 26-1150.

ORDINANCE NO. 26-1150

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO DEFINE PROVISIONS FOR FENCE REGULATIONS

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

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

WHEARAS, the City’s Zoning Ordinance intent and purpose includes dividing the city into zones and districts restricting and regulating therein the location, construction, reconstruction, alteration, and use of buildings, structures, and for business, commercial, and other specified uses;

WHEREAS, the Goodlettsville Planning Commission at the June 1, 2026 meeting voted to recommend the amendment passage to the Board of Commissioners to further define definitions for open and solid style fences and fence height requirements for residential districts;

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

SECTION 1. That Ordinance No. O6-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended including a revision to Section 14-201 (3) and 14-208 (1) (b) to further define definitions for open and solid style fences and fence height requirements for residential districts units as defined 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 twenty-one (21) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____
Passed Second Reading: _____

ORDINANCE 26-1150

“EXHIBIT A”

ZONING ORDINANCE AMENDMENTS: FENCE REGULATIONS

14-201(3) Definitions

Fence. A freestanding structure, or a structure attached to posts, columns, or pilasters, or structures erected to enclose, screen, separate, secure, or mark a boundary on a lot or otherwise constructed on a lot or property. A fence includes gates. A fence does not include vegetation used alone.

Fence, decorative. An open style fence constructed of customary decorative materials and design compatible with surrounding development. Examples include finished wrought iron, aluminum tubing, wood picket, wood or vinyl boards, wood rails, split rail, brick, and stone.

Fence, open style. A fence designed to allow visibility through the fence area. Openness is measured as a percentage of open area compared to the total fence area, excluding posts and columns. Examples include chain link without slats, wrought iron, aluminum tubing designed to simulate wrought iron, split rail, and spaced picket fences. The percentage of openness is equal to a minimum of forty percent (40%) of the open style fence.

Fence, solid style. A fence designed to substantially block visibility through the fence area. Examples include stockade wood privacy fences, vinyl privacy fences, composite privacy fences, masonry privacy walls, and chain link fencing with slats or inserts intended to block views. A two (2) sided fence shall be defined as a solid style fence.

Opacity. The percentage of the fence area that obscures views into the lot when viewed perpendicular to the fence. A fence with 50 percent opacity obscures no more than 50 percent of the view into the land.

Wall. A masonry, stone, brick, concrete, or similar constructed barrier serving the same boundary, screening, or security purposes as a fence.

14-208(1)(b) Fences and Walls

(b) Fences, walls, and hedges. Notwithstanding other provisions of this title, fences, walls, and hedges may be permitted in any required yard, or along the edge of any yard except as prohibited in subsection 14-208(1)(a) above.

In any residential district, no fence of any style or wall shall exceed six feet (6') in height and shall not extend past the front of the principal building. Between the front of the principal building and the street right-of-way, no open type fence shall exceed four feet (4') in height and solid type fence, or wall are limited to four feet (4') in height. For corner lots, the front of the house shall be designated as the primary façade facing the street from which the property is addressed.

Between the front of the principal building and the street right-of-way, any fence exceeding four feet (4') in height shall be an open-style fence and shall not exceed fifty percent (50%) opacity.

In commercial or industrial districts, no fence or wall shall exceed fifteen feet (15') in height. Between the front of the principal building and the street right-of-way, no fence or wall shall exceed six feet (6') in height.

For purposes of administration and enforcement, fences shall be classified as open style or solid style in accordance with the definitions set forth in § 14-201(3).

The height of such fences and walls shall be measured from the finished grade to top of the individual sections. Such sections may be measured separately and averaged. When applicable, fences shall be constructed in compliance with the design guidelines. Fences shall be constructed of materials listed below:

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



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Resolution 26-1336 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a contract amendment with Corradino Engineering for Construction Engineering Inspection Services related to the Phase III Traffic Signalization Improvements Project funded through a Congestion Mitigation and Air Quality (CMAQ) Grant Program in the amount of \$114,929.00.</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Resolution 26-1336</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Sean Pfalzer</p> <p>Cost of Item: \$114,929.00 – 100% funded through the Congestion Mitigation and Air Quality Grant</p>
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AGENDA ITEM ATTACHMENTS:

- Resolution 26-1336
- Contract

SUMMARY STATEMENT:

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a contract amendment with Corradino Engineering for Construction Engineering Inspection Services related to the Phase III Traffic Signalization Improvements Project funded through a Congestion Mitigation and Air Quality (CMAQ) Grant Program in the amount of \$114,929.00.

FINANCIAL SUMMARY:

\$114,929.00 – 100% funded through the Congestion Mitigation and Air Quality Grant

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1336.

RESOLUTION NO.26-1336

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING A CONTRACT AMENDMENT WITH CORRADINO ENGINEERING FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES RELATED TO THE PHASE III TRAFFIC SIGNALIZATION IMPROVEMENTS PROJECT FUNDED THROUGH A CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT PROGRAM IN THE AMOUNT OF \$114,929.00

WHEREAS, the City of Goodlettsville is undertaking Phase III Traffic Signalization Improvements to improve traffic flow, enhance public safety, and reduce vehicle congestion within the City; and

WHEREAS, the project is funded in part through the Congestion Mitigation and Air Quality (CMAQ) Grant Program administered through the Tennessee Department of Transportation and the Federal Highway Administration; and

WHEREAS, the City previously entered into an agreement with Corradino Engineering for professional engineering services associated with the Phase III Traffic Signalization Improvements project; and

WHEREAS, additional Construction Engineering Inspection (CEI) Services are necessary to provide project oversight, inspection, coordination, and compliance during the construction phase of the project; and

WHEREAS, Corradino Engineering has submitted a proposed Contract Amendment for additional Construction Engineering Inspection Services resulting in a net increase of One Hundred Fourteen Thousand Nine Hundred Twenty-Nine Dollars and No Cents (\$114,929.00); and

WHEREAS, the Board of Commissioners finds that approval of the Contract Amendment is in the best interest of the City of Goodlettsville and necessary for the successful completion of the project.

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

SECTION 1. The Contract Amendment between the City of Goodlettsville and Corradino Engineering for additional Construction Engineering Inspection Services associated with the Phase III Traffic Signalization Improvements project, attached hereto as Exhibit "A," is hereby approved with a net increase of \$114,929.00.

SECTION 2. The City Manager is hereby authorized to execute the Contract Amendment and any related documents necessary to carry out the intent of this Resolution.

SECTION 3. Funding for the additional services shall be provided through the Congestion Mitigation and Air Quality (CMAQ) Grant Program and any required local matching funds previously authorized by the Board of Commissioners.

SECTION 4. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed: June 11, 2026
DATE

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



CORRADINO

May 6, 2026

Tim Ellis
City Manager
City of Goodlettsville, Tennessee
105 South Main Street
Goodlettsville, Tennessee 37072

Subject: Request for Additional Funding — Construction Engineering and Inspection (CEI) Contract related to the construction of the Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades – Phase III (PIN 130749.00) project.

Dear Mr. Ellis:

This letter requests additional funding for the Construction Engineering and Inspection (CEI) services contract previously approved for the Goodlettsville Traffic Flow Improvements and Traffic Signal Upgrades – Phase III project. The initial CEI contract, in the amount of \$272,500.00, was approved under Resolution 21-1022 and adopted on December 9, 2021. Since that authorization, the Project has experienced changes and conditions that have increased the level of effort required to provide adequate construction oversight and contract administration.

Basis for Additional Funding

- Corradino’s Estimated Manday Fee, included in the authorized contract as Attachment B and dated November 4, 2021, estimated that the allowable construction time for the above referenced project would be nine (9) calendar months. Once final design and construction bidding documents were completed and issued, it was determined that the allowable construction / completion time would be Five Hundred Fifty (550) calendar days or approximately 18 months. Corradino, through historical data on similar projects of scope and size, estimates that it will take approximately six (6) months for equipment and material procurement and approximately twelve (12) months for field construction. Corradino request additional funding to cover the extra 3 months of inspection and contract administration as required by TDOT Local Programs guidelines.

Based on the above, we request an increase to the contract’s not-to-exceed amount of **\$114,929.00**, revising the total authorized amount from **\$272,500.00** to **\$387,429.00**. Exhibit A (attached) details estimated hours and costs associated with providing CEI service for the above reference project.

We respectfully request your approval to proceed with this additional funding via **Amendment No. 1** to the CEI contract.

Sincerely,

Marty McWilliams, PE, PMP
TN Construction Services Manager
P: 615-905-0910 | M: 901-604-7634
E. mmcwilliams@corradino.com

Exhibit A - Fee Schedule
Goodlettsville CMAQ Phase 3 CEI
May 6, 2026
12 Month CEI, 18 Month Contract

TASK DESCRIPTION	Resource	Project Manager	Senior Inspector
CONSTRUCTION ENGINEERING AND INSPECTION			
Construction Contract 18 months; Estimated Field Inspection 12 months, PM & Contract Administration 18 month			
1. Setup of Project Records and Filing System per TDOT LPDO		24	
2. Pre-Construction Meeting		10	6
3. Project Manangement		262	
4. Daily Inspection - (Inspection assumes 10 hrs/day - 5 day/wk - 45 weeks) (52 weeks / yr - 7 weeks for weather = 45 weeks)			2250
5. Misc. Coordination (assume 3 hrs/mo - 12 months)		36	
6. Close Out		56	
Total CEI Service		388	2256
Direct Labor Cost /Class		\$ 32,592.00	\$ 118,440.00
% of Total Hours		15%	85%

ESTIMATED DIRECT LABOR COST = \$151,032

ESTIMATED OVERHEAD COST = \$182,722
(HOME OH = 152.86%, FIELD OH = 112.21%)

ESTIMATED FEE = \$40,050

ESTIMATED EXPENSES = \$10,125
(DAILY TRUCK CHARGE = \$45/DAY for 225 days)

ESTIMATED MATERIALS TESTING = \$3,500

ESTIMATED TOTAL COST = \$387,429



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Resolution 26-1337 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving an interlocal agreement between the City of Goodlettsville and the Metropolitan Government of Nashville and Davidson County, Tennessee for construction development review and building safety inspection services related to the RiverGate Re-Development Project.</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Resolution 26-1337</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Tim Ellis</p> <p>Cost of Item: N/A</p>
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AGENDA ITEM ATTACHMENTS:

Resolution 26-1337

SUMMARY STATEMENT:

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving an interlocal agreement between the City of Goodlettsville and the Metropolitan Government of Nashville and Davidson County, Tennessee for construction development review and building safety inspection services related to the RiverGate Re-Development Project.

FINANCIAL SUMMARY:

None.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1337.

RESOLUTION NO. 26-1337

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE FOR CONSTRUCTION DEVELOPMENT REVIEW AND BUILDING SAFETY INSPECTION SERVICES RELATED TO THE RIVERGATE RE-DEVELOPMENT PROJECT

WHEREAS, the City of Goodlettsville is engaged in the planning and redevelopment of the former RiverGate Mall, known as the RiverGate Re-Development Project; and

WHEREAS, the City of Goodlettsville recognizes the need for specialized construction development review and building safety inspection services in order to facilitate timely and efficient project review, permitting, inspection, and code compliance activities associated with the RiverGate Re-Development Project; and

WHEREAS, the Metropolitan Government of Nashville and Davidson County, Tennessee possesses the professional staff, expertise, and resources necessary to assist the city with such services; and

WHEREAS, Tennessee Code Annotated § 12-9-101, et seq., authorizes local governments to enter into interlocal agreements for the joint exercise of powers and the provision of governmental services; and

WHEREAS, the City of Goodlettsville and The Metropolitan Government of Nashville and Davidson County, Tennessee have negotiated an Interlocal Agreement, attached hereto as Attachment “A,” setting forth the terms and conditions under which construction development review and building safety inspection services shall be provided for the RiverGate Re-Development Project; and

WHEREAS, the Board of Commissioners finds that approval of the Interlocal Agreement is in the best interest of the City of Goodlettsville and promotes the public health, safety, and welfare of the citizens of the City.

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

SECTION 1. The Interlocal Agreement between the City of Goodlettsville and The Metropolitan Government of Nashville and Davidson County, Tennessee, for construction development review and building safety inspection services related to the RiverGate Re-Development Project, attached hereto as Attachment “A,” is hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Interlocal Agreement and any related documents necessary to carry out the intent of this Resolution.

SECTION 3. The City Manager is authorized to take such further actions as may be necessary to implement the provisions of the Interlocal Agreement.

SECTION 4. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed: June 11, 2026
DATE

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

AGREEMENT BETWEEN
THE NASHVILLE FIRE DEPARTMENT, FIRE MARSHAL'S OFFICE
AND THE CITY OF GOODLETTSVILLE

This Agreement is entered into by and between the Nashville Fire Department, Fire Marshal's Office ("NFD") and the City of Goodlettsville ("City") for the provision of construction development plan review and building safety inspection services within the City of Goodlettsville, as further described in the Scope of Services.

The City requires a building permit and plan review for structures built inside the city limits. The City Planning and Codes office will conduct building inspections, i.e. footing, framing, and insulation. The City will issue the final Certificate of Occupancy on buildings inside the City limits, once Metro Codes mechanical electrical, plumbing and fire inspections have been completed.

1. SCOPE OF SERVICES

1.1 NFD shall conduct fire and life safety inspections, and plan reviews for construction and development within the City of Goodlettsville, limited to new development on approximately 57 acres formerly known as Rivergate Mall. This includes the portions of Parcels 02614006300 and 02614006200 located within Goodlettsville, generally bounded east of Rivergate Parkway, extending north to Rivergate Drive, and to the eastern boundaries of both parcels. NFD may also conduct inspections in response to complaints or requests by the City of Goodlettsville.

1.2 NFD shall require fire and life safety permits, and perform required plan reviews and inspections in accordance with applicable codes as adopted by the Metropolitan Government of Nashville and Davidson County.

1.3 Copies of NFD fire inspection reports shall be made available upon request to the City for construction and development projects permitted by the Goodlettsville Community Development Offices.

1.4 NFD shall ensure that all contractors and developers comply with all applicable regulations. If discrepancies or deficiencies are found, the permit holder must submit a Plan of Corrective Action (POCA) within ten (10) days. Failure to submit or correct deficiencies may result in enforcement actions, including permit suspension or stop-work orders.

1.5 NFD shall maintain accurate records of inspections, permits, and enforcement activities in compliance with applicable record-retention laws. The City shall have the right to inspect such records upon reasonable notice.

1.6 NFD shall require any construction or development project, within the designated area described above, in Goodlettsville city limits to obtain all applicable fire and life safety permits

as adopted by the Metropolitan Government. This includes trade permits, operational permits, and use/occupancy permits related to fire and life safety.

2. TERM OF AGREEMENT

This Agreement shall become effective upon approval by the parties and the Metro Council and filing with the Metro Clerk (“Effective Date”). The term shall be twenty-four (24) months from the Effective Date. The parties may extend the term in writing up to thirty-six (36) months total. Either party may terminate this Agreement with ninety (90) days’ written notice.

3. PAYMENT TERMS

Permit applicants shall be responsible for all fees associated with fire and life safety permits and required trade permits through NFD’s permitting system. Under this Agreement, NFD’s services shall result in no cost to Goodlettsville, nor shall Goodlettsville receive payment for services performed by NFD.

4. STANDARD TERMS AND CONDITIONS

4.1 Required Approvals: This Agreement shall not be binding upon the parties until it has been signed first by the City and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Agreement shall be effective as of the Effective Date defined above.

4.2 Modification and Amendment: This Agreement may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this Agreement shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed.

4.3 Termination for Convenience: Any party may terminate this Agreement with ninety (90) days’ written notice. Such action is not a breach of contract.

4.4 Termination for Cause: A party may terminate immediately if another party fails to fulfil its obligations. The terminating party retains rights to damages due to breach.

4.5 Subcontracting: No party may assign or subcontract services under this Agreement without prior written approval of the other party.

4.6 Nondiscrimination: The parties shall not discriminate based on disability, age, race, color, religion, sex, national origin, or other protected classifications.

4.7 Records: NFD will maintain documentation for three (3) years following the final date of this Agreement and make such records available for audit by the City upon reasonable notice.

4.8 Progress Reports: NFD shall submit progress reports to the City as reasonably requested.

4.9 Strict Performance: Failure to enforce any provision shall not constitute a waiver of any provision of this Agreement. Amendments to this Agreement must be made in writing pursuant to section 4.2.

4.10 Independent Contractor: The parties act as independent entities and do not create an employer/employee relationship.

4.11 Tort Liability: NFD is governed by the Tennessee Governmental Tort Liability Act, TCA §29-20-101 et seq.

4.12 Force Majeure: The parties shall be excused for the period of any delay and shall not be deemed in default with respect to this agreement when prevented from so doing by cause or causes beyond the parties' control, which shall include, without limitation, all labor disputes, fire or other casualty, acts of God, fire, flood, riot, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the respective parties.

4.13 Compliance with Law: All parties shall comply with applicable federal and state laws.

4.14 Governing Law: This Agreement shall be construed and interpreted according to the laws of the State of Tennessee. Any actions between the parties arising from this Agreement shall be maintained in the Circuit or Chancery Courts of Davidson County, Tennessee.

4.15 Completeness: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties and shall supersede all prior agreements.

4.16 Severability: Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

4.17 Confidentiality: Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the parties or acquired by the parties that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this section shall permit the parties to disclose any Confidential Information, regardless of whether it has been disclosed or made available due to intentional or negligent actions or inactions of the parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. The parties shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this section shall survive the termination of this agreement. Nothing in this Agreement shall prohibit NFD or Metro from disclosing information that is classified as a public record under the Tennessee Public Records Act. The provisions of this section are not intended to cover any information which is classified as a

public record under the Tennessee Public Records Act. These obligations survive termination of the Agreement.

4.18 Indemnification: NFD and Metro shall not indemnify, defend, and hold harmless the City from any claims, losses, or liabilities arising from its own negligent or wrongful acts or omissions.

5. SPECIAL TERMS AND CONDITIONS

5.1 Conflicting Terms: If any special term conflicts with the standard terms, the special term shall control.

5.2 Communications and Contacts: All instructions, notices, consents, demands, or other communications required or contemplated by this agreement shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

NFD:

Lawrence Hutchison, Fire Marshal
Metro Nashville Fire Department
63 Heritage Ave., P.O. Box 196332
Nashville, TN 37219-6332
lawrence.hutchison@nashville.gov
615-862-5421

City of Goodlettsville:

Tim Ellis, City Manager
City of Goodlettsville
105 S. Main St.
Goodlettsville, TN 37072
tellis@goodlettsville.gov
615-851-2200

Notices are effective upon receipt or confirmation.

IN WITNESS WHEREOF

NASHVILLE FIRE DEPARTMENT

Signature: _____ Date: _____

Printed Name & Title: _____

CITY OF GOODLETTSVILLE

Signature: _____ Date: _____

Printed Name & Title: _____



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE: RESOLUTION 26-1338</u> A resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Resolution 26-1338</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Tim Ellis</p> <p>Cost of Item: Positive Impact</p>
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AGENDA ITEM ATTACHMENTS:

Resolution 26-1338

SUMMARY STATEMENT:

This resolution would declare certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by trade-in or online auction or any other reasonable manner.

FINANCIAL SUMMARY:

There would be a positive fiscal impact to the city based on the sale of the surplus property.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1338.

RESOLUTION NO. 26-1338

A RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF GOODLETTSVILLE AND CALLING FOR ITS DISPOSAL BY ONLINE AUCTION OR ANY OTHER REASONABLE MANNER.

WHEREAS, occasionally, the City of Goodlettsville owns property that is no longer of use or has value for its intended use; and,

WHEREAS, The City of Goodlettsville foresees no future need or use of said property; and,

WHEREAS, The City of Goodlettsville desires to dispose of said property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT PROPERTY LISTED IN EXHIBIT 1 OF THIS RESOLUTION IS DECLARED TO BE SURPLUS PROPERTY.

BE IT FURTHER RESOLVED THAT SAID PROPERTY SHALL BE DISPOSED OF BY ONLINE AUCTION OR ANY OTHER MEANS IN ACCORDANCE WITH STATE LAW AND THE CITY'S PURCHASING POLICY.

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

MAYOR RUSTY TINNIN

Adopted: June 11, 2026

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 26-1338)

- Police
 - 6 Lenovo Desktop
 - 5 Dell Desktop
- City Hall admin
 - 4 Dell Desktop
 - 2 Dell Laptop
- Community Development
 - 1 Dell laptop
- Parks/Rec
 - 1 Dell Laptop
- Unknown
 - 10 Dell Laptop
- Fire
 - 1 Dell Laptop
 - 1 Toshiba Laptop
 - 1 Getac Tablet



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Resolution 26-1339 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a contract with Stansell Electric Company, Incorporated for the construction of Phase III Traffic Signalization Improvements funded through a Congestion Mitigation and Air Quality (CMAQ) Grant in the amount of \$2,477,765.00.</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Resolution 26-1339</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Sean Pfalzer</p> <p>Cost of Item: \$2,477,765.00 – 100% funded through the Congestion Mitigation and Air Quality Grant</p>
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AGENDA ITEM ATTACHMENTS:

- Resolution 26-1339
- Contract

SUMMARY STATEMENT:

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a contract with Stansell Electric Company, Incorporated for the construction of Phase III Traffic Signalization Improvements funded through a Congestion Mitigation and Air Quality (CMAQ) Grant in the amount of \$2,477,765.00.

FINANCIAL SUMMARY:

\$2,477,765.00 – 100% funded through the Congestion Mitigation and Air Quality Grant

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1339.

RESOLUTION 26-1339

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING A CONTRACT WITH STANSELL ELECTRIC COMPANY, INCORPORATED FOR THE CONSTRUCTION OF PHASE III TRAFFIC SIGNALIZATION IMPROVEMENTS FUNDED THROUGH A CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT IN THE AMOUNT OF \$2,477,765.00

WHEREAS, the City of Goodlettsville has identified the need for traffic signalization improvements in order to improve traffic flow, enhance public safety, and reduce vehicle congestion within the City; and

WHEREAS, the proposed Phase III Traffic Signalization Improvements project is eligible for funding through the Congestion Mitigation and Air Quality (CMAQ) Grant Program administered through the Tennessee Department of Transportation and the Federal Highway Administration; and

WHEREAS, the City has completed the required public bidding process in accordance with applicable state and federal procurement requirements; and

WHEREAS, Stansell Electric Company, Incorporated submitted the lowest responsive and responsible bid for the construction of the Phase III Traffic Signalization Improvements project in the amount of Two Million Four Hundred Seventy-Seven Thousand Seven Hundred Sixty-Five Dollars and No Cents (\$2,477,765.00); and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City of Goodlettsville to approve the contract with Stansell Electric Company, Incorporated for the completion of the Phase III Traffic Signalization Improvements project.

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

SECTION 1. The contract between the City of Goodlettsville and Stansell Electric Company, Incorporated for the construction of the Phase III Traffic Signalization Improvements project, attached hereto as Exhibit “A,” is hereby approved in the amount of \$2,477,765.00.

SECTION 2. The City Manager is hereby authorized to execute said contract and all other documents necessary to carry out the intent of this Resolution.

SECTION 3. Funding for this project shall be provided through the Congestion Mitigation and Air Quality (CMAQ) Grant Program General Fund Budget and any required local matching funds previously approved by the Board of Commissioners.

SECTION 4. This Resolution shall take effect immediately upon its passage, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed: June 11, 2026
DATE

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CITY OF GOODLETTSVILLE, TENNESSEE

CONTRACT NO. 200207

This agreement is made and executed in three (3) originals, between the CITY OF GOODLETTSVILLE, and Stansell Electric Company, Inc. hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF GOODLETTSVILLE did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.
3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and

workmanlike manner, to the satisfaction of the appropriate official of the CITY OF GOODLETTSVILLE.

4. The CITY OF GOODLETTSVILLE agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF GOODLETTSVILLE and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF GOODLETTSVILLE under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the CITY OF GOODLETTSVILLE, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the CITY OF GOODLETTSVILLE as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY OF GOODLETTSVILLE and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trademark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF GOODLETTSVILLE may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF GOODLETTSVILLE to protect the CITY OF GOODLETTSVILLE from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Stansell Electric Company, Inc.
Contractor 1 Contractor 2*

By: [Signature] By: _____

CHRIS KNOPF, CFO
Print Name and Title Print Name and Title

6-1-2016
Date Date

CITY OF GOODLETTSVILLE, TENNESSEE

This Contract is accepted _____ day of _____,
this _____
and is effective on the _____ day of _____,

[CITY/COUNTY Official]

Approved:

CITY OF GOODLETTSVILLE
Attorney

*NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Resolution 26-1340 A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a grant agreement between the City of Goodlettsville and the State of Tennessee Department of Military, Tennessee Emergency Management (TEMA), for Public Assistance associated with the Federal Emergency Management Agency (FEMA) Disaster Declaration 4792-DR-TN, and authorizing the City Manager to execute all associated documents.</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Resolution 26-1340</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Tim Ellis</p> <p>Cost of Item: \$308,234.63 Total Grant Amount</p> <p style="padding-left: 40px;">\$231,175.97 75% from FEMA \$ 38,529.33 12.5% from TEMA \$ <u>38,529.33</u> 12.5% from City \$ 308,234.63</p>
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AGENDA ITEM ATTACHMENTS:

- Resolution 26-1340
- Contract

SUMMARY STATEMENT:

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, approving a grant agreement between the City of Goodlettsville and the State of Tennessee Department of Military, Tennessee Emergency Management (TEMA), for Public Assistance associated with the Federal Emergency Management Agency (FEMA) Disaster Declaration 4792-DR-TN, and authorizing the City Manager to execute all associated documents.

FINANCIAL SUMMARY:

\$308,234.63 Total Grant Amount

\$231,175.97 75% from FEMA
\$ 38,529.33 12.5% from TEMA
\$ 38,529.33 12.5% from City
\$ 308,234.63

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1340.

RESOLUTION NO. 26-1340

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF GOODLETTSVILLE AND THE STATE OF TENNESSEE DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY (TEMA), FOR PUBLIC ASSISTANCE ASSOCIATED WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) DISASTER DECLARATION 4792-DR-TN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL ASSOCIATED DOCUMENTS.

WHEREAS, the City of Goodlettsville incurred eligible expenses associated with response, recovery, and/or emergency protective measures resulting from the disaster event declared by the Federal Emergency Management Agency (FEMA) under Disaster Declaration No. 4792-DR-TN; and

WHEREAS, the State of Tennessee Department of Military, Tennessee Emergency Management Agency (TEMA), serves as the recipient agency for FEMA Public Assistance funding and has offered a grant agreement to provide reimbursement of eligible costs incurred by the City; and

WHEREAS, participation in the FEMA Public Assistance Program will assist the City in recovering eligible costs associated with the declared disaster and reduce the financial burden on the City's taxpayers; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City of Goodlettsville to approve the grant agreement and authorize execution of all documents necessary to carry out the purposes thereof.

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

SECTION 1. The grant agreement between the City of Goodlettsville and the State of Tennessee Department of Military, Tennessee Emergency Management Agency (TEMA), relating to Public Assistance funding associated with FEMA Disaster Declaration 4792-DR-TN associated with damage to Williamson Road, is hereby approved and is attached hereto as Exhibit I.

SECTION 2. The City Manager is hereby authorized and directed to execute the grant agreement and any and all related applications, certifications, assurances, amendments, reimbursement requests, closeout documents, and other instruments necessary to implement and administer the grant on behalf of the City of Goodlettsville.

SECTION 3. City staff are authorized to take such actions as may be necessary to carry out the intent of this Resolution and to comply with all applicable federal and state requirements associated with the grant.

SECTION 4. This Resolution shall take effect immediately upon its adoption, the public welfare requiring it.

MAYOR RUSTY TINNIN

Passed: June 11, 2026
DATE

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 05/08/2024	End Date 10/13/2028	Agency Tracking # 34101-59726	Edison ID		
Grantee Legal Entity Name CITY OF GOODLETTSVILLE			Edison Vendor ID 2859		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number 97.036 Grantee's fiscal year end June 30th			
Service Caption (one line only) PUBLIC ASSISTANCE GRANT AWARD FOR COST INCURRED DURING FEMA-4792-DR-TN					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	44,033.52	264,201.11			308,234.63
TOTAL:	44,033.52	264,201.11			308,234.63
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection			<p>This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Public Assistance (PA) program, established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq. as amended. The PA program provides financial and other forms of assistance to State and local governments and certain Private Nonprofit organizations to support response, recovery, and mitigation efforts following Presidentially declared major disasters and emergencies. This grant expedites economic recovery following major disasters by providing affected grantees a means of recovering portions of the monies expended during and following the major disaster in emergency protection and recovery efforts to public infrastructure. The Grants are not competitive; any eligible entity may receive funding. The grantee will follow the Code of Federal Regulations 44.13.36, applicable Office of Management and Budget circulars, and state and local procurement laws.</p>		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>TEMA USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
CITY OF GOODLETTSVILLE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Goodlettsville, hereinafter referred to as the "Grantee," is for the provision of Public Assistance grant award for cost incurred during Severe Storms, Tornadoes and Flooding May 8-9, 2024, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2859

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. This Grant will be in accordance with the Project Summary which identifies all projects, including Scope of Work, as approved by the Federal Emergency Management Agency (FEMA), as a result of the above-named Presidential Disaster Declaration.
- A.3. This Grant will incorporate the Project Summary as a part of the Grant Budget. The Grant Budget, Attachment 1, as may be amended, will identify on the Grant LINE-ITEM DETAIL FOR: Professional Fee/ Grant & Award page, the FEMA project number, version number, whether line-item project(s) is "Small Project(s)" and/or "Large Project(s)", description and total line project amount. Line-item project(s) that indicates a total line-item project amount less than one million, thirty-seven thousand dollars (\$1,037,000.00) shall be "Small Project(s)" and line-item project(s) that indicates a total line item project amount equal to or greater than one million, thirty-seven thousand dollars (\$1,037,000.00) shall be "Large Project(s)" in accordance with the Code of Federal Regulations (CFR) 44.206.203 and the Federal-State agreement. Each line item "Small Project" exceeding the threshold of one million, thirty-seven thousand dollars (\$1,037,000.00) shall be converted to a "Large Project" and the Grantee shall follow the regulations for a "Large Project". The State will maintain current documentation and inform each Grantee in writing as to whether the Grant represents "Small Project(s)" and/or "Large Project(s)".
- A.4. The Grantee must comply with 2 Code of Federal Regulations §200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. §200), and 44 Code of Federal Regulations §206, Subpart G, Public Assistance Project Administration (44 C.F.R. §206).
- A.5. State and FEMA notification and approval must be gained:
- a. Prior to budget revisions which would result in a need for additional funds;
 - b. Prior to a change in the scope of work, regardless of the budget implications; and
 - c. As soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.6. Grantee will be required to submit Quarterly Progress Reports for each Large Project as defined in A.3. on the 10th of the month following the end of each quarter. For January-March Quarter, report is due April 10th, for April-June, report is due July 10th, for July-September, report is due October 10th, and for October-December, report is due January 10th. These progress reports must be

signed by the Applicant Agent – not the project’s Point of Contact (POC) – unless the State has notification from the Applicant’s Agent stating the POC’s signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on May 8, 2024 (“Effective Date”) and ending on October 13, 2028, (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State’s exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee’s activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency’s requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee’s responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State’s obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency’s policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.

f. The start date of the State's federal preaward authority is May 8, 2024.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three hundred eight thousand, two hundred thirty-four dollars and 63/100 (\$308,234.63) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Public Assistance Office
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period - it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.

- iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. The Grant Budget specifies a Grantee Match Requirement, and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

- e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
 - C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy 2013-007 or any amendments or revisions made to this policy statement during the Term.
 - C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
 - C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute non-allowable costs.
 - C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
 - C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

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

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

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

The State:

Jessica Burr, State Public Assistance Manager
 Tennessee Emergency Management Agency
 Recovery Division
 3041 Sidco Drive
 Nashville, TN 37204
jessica.burr@tn.gov
 Telephone #: (629) 250-1047

The Grantee:

Tim Ellis, City Manager
 City of Goodlettsville
 105 South Main Street
 Goodlettsville, TN 37072
tellis@goodlettsville.gov
 Telephone #: (615) 851-2200

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Under no circumstances shall the Grantee be entitled to receive from the State any Federal funds associated with the Grant Contract that are not made available by the Federal government, and the amount of any Federal funds

advanced to the Grantee by the State that are not made available by the Federal government must be returned by the Grantee to the State upon the State's request. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. If applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that

describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

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

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

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability

and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. If this Grant Contract involves the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract, the Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.

- E.3. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Grant Contract. The Grantee will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- E.4. Recovery of funds. The Grantee agrees to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 CFR 206.
- E.5. Environmental Tobacco Smoke. Pursuant to the provisions of the federal “Pro-Children Act of 1994” and the “Children’s Act for Clean Indoor Air of 1995,” Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post “no smoking” signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.6. Drug-Free Workplace. The Grantee shall provide a drug-free workplace pursuant to the “Drug-Free Workplace Act,” 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.7. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.8. Procurement of Recovered Materials. If the purchase price of an item exceeds \$10,000, or the value of the quantity acquired during the preceding fiscal year exceeds \$10,000, and federal funds are involved, then in the Performance of this Grant Contract, the Grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- a. competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. meeting contract performance requirements; or
 - c. at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines (CPG) website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- d. The Grantee also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Grantee should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

- E.9. Use of DHS Logo. The Grantee shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- E.10. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee’s actions pertaining to this Grant Contract.

- E.11. Contract Work Hours and Safety Standard Act. If the Grantee is receiving a federal award in excess of \$100,000, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.12. Clean Air Act and Federal Water Pollution Control Act. If the Grantee is receiving a federal award in excess of \$150,000, the Grantee agrees to comply with the Clean Air Act, (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act, (33 U.S.C §§ 1251-1387) as those sections are amended from time to time during the term. Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency.
- E.13. Federal Funding Accountability and Transparency Act (FFATA).

If this Grant Contract will be funded in whole or part by federal funds anticipated to equal or exceed \$30,000, then the Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

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

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
 - (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

- E.14. Compliance with National Incident Management System (NIMS). If applicable, the Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.
- E.15. Davis-Bacon Act and Copeland Anti-Kickback Act. If the Grantee is receiving a federal award, and the contract involves construction, then as a condition for receipt of grant funds, the Grantee agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and the Copeland Anti-Kickback Act at 18 U.S.C. § 874 et seq., as those sections are amended from time to time during the term.

IN WITNESS WHEREOF,

CITY OF GOODLETTSVILLE:

GRANTEE SIGNATURE	DATE
TIM ELLIS, CITY MANAGER	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL
THE ADJUTANT GENERAL, MILITARY DEPARTMENT

DATE

**I certify that this entity meets Civil
Rights Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1
Page 1

GRANT BUDGET				
CITY OF GOODLETTSVILLE: Presidential Disaster Declaration number FEMA-4792-DR-TN for Severe Storms, Tornadoes, and Flooding May 8-9, 2024.				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 05/08/2024			END: 10/13/2028	
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH³	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	308, 234.63	44,033.50	352,268.13
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) ³	0.00	0.00	0.00
	GRAND TOTAL	308, 234.63	44,033.50	352,268.13

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

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

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

ATTACHMENT 1
Page 2**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
PA-TN-4792-PW-00034 (0) Small Project Category B	5,491.10
PA-TN-4792-PW-00066 (0) Small Project Category C	346,777.03
TOTAL	352,268.13

Department of Homeland Security Federal Emergency Management Agency

v0

General Info

Project #	752077	PW #	34	Project Type	Actual Costs
Project Category	B - Emergency Protective Measures			Applicant	Goodlettsville, City of (037-29920-00)
Project Title	Emergency Protective Measures - Williamson Road Damages			Event	4792DR-TN (4792DR)
Project Size	Small			Declaration Date	6/17/2024
Activity Completion Date	12/17/2024			Incident Start Date	5/08/2024
Process Step	Obligated			Incident End Date	5/9/2024

Damage Description and Dimensions

The Disaster # 4792DR, which occurred between *05/08/2024* and *05/09/2024*, caused:

Damage # 1383676; Emergency Protective Measures (Damage for Project [752077] Emergency Protective Measures - Williamson Road Damages)

During the incident period of 5/8/2024 through 5/9/2024, a(n) Severe Storm(s) created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Emergency Protective Measures for severe storms and flooding to protect from immediate threats to lives, public health and safety, and/or lessen immediate threats of significant additional damages to improved property at two (2) locations on Williamson Road in Goodlettsville, TN from 5/14/2024 to 5/15/2024.

Final Scope

1383676

Damage for Project [752077] Emergency Protective Measures - Williamson Road Damages

Work Completed

The applicant, the City of Goodlettsville, Tennessee, utilized force account equipment and force account materials in taking the Emergency Protective Measures in response to severe storms and flooding to protect from immediate threats to lives, public health and safety, and/or lessen immediate threats of significant additional damages to improved property.

City of Goodlettsville, Tennessee

A. Through Force Account Equipment provided:

- one (1) hydraulic excavator, one (1) truck, and one (1) flatbed utility trailer to assist in removing the pre-cast concrete blocks

that fell into the creek after a 66-foot long, 6-foot wide, and 10-foot deep section of the wall and shoulder were washed out by flood waters

- one (1) hydraulic excavator, two (2) dump trucks, and one (1) flatbed utility trailer to assist in hauling and placing rip rap as a temporary, emergency repair after flood waters washed out and eroded the embankment under a portion of one lane of Williamson Road
- two (2) trailer-mounted message boards to alert the public to the closure of one lane of Williamson Road because of the washed-out embankment

B. Through Force Account Materials provided:

- 85.21 tons of Class B rip rap as a temporary, emergency repair to the portion of Williamson Road that was left unsupported after the embankment under it was washed out by flood waters

1. Force Account Equipment: 9 each, 90.00 equipment hours = \$2,508.75

2. Force Account Materials: \$2,982.35

Work Completed Total: \$5,491.10

Project Notes:

1. Scope and cost were developed based on applicant-supplied cost summaries, documentation, and certification included in Section IV – Project Acknowledgements and Certifications of the Streamlined Project Application. See attachment:

- ***752077 - 4792 TN - CRC Costing Spreadsheet.xlsx***

2. The applicant provided a narrative and break down of the work performed and claimed costs. See attachment:

- ***4792DR - Project #752077 DDD-SOW Category B - Emergency Protective Measures - Goodlettsville.docx***

3. Locations of work performed:

- Washed out pre-cast concrete brick wall and shoulder –
 - GPS Coordinates: 36.35950, -86.72500
- Washed out embankment where rip rap was used –
 - GPS Coordinates: 36.35930, -86.72490

4. The applicant provided multiple photos of the damage and the temporary, emergency repair. See attachments:

- ***4792DR - Category B Goodlettsville Damage Photos.pdf***
- ***4792DR - Category B - Goodlettsville Damage Photos 2.pdf***
- ***Category B - Goodlettsville Rip Rap Photos Repair.pdf***

- ***Email McCormick outlining FAE and EPM and photos.pdf***

5. The applicant closed one lane of Williamson Road because of the road being unsupported after the embankment under it was washed out by floodwaters. The closure was to prevent any further erosion of the embankment until the temporary, emergency repair could be completed using the rip rap, and to protect the health and safety of the public.

6. Source of the Class B Rip Rap used to temporarily stabilize the portion of washed-out road:

- Rogers Group, Inc. – Cross Plains Quarry, 4450 S. Rock House Rd., Cross Plains, TN 37049-5100 (GPS Coordinates: 36.54056, -86.63944)

7. While work was completed within 200 feet of water, the Streamlined Project Application (SPA) certifies no equipment was placed in water and no dredging occurred.

Cost

Code	Quantity	Unit	Total Cost	Section
9008	1	Lump Sum	\$2,508.75	Completed
9009	1	Lump Sum	\$2,982.35	Completed

CRC Gross Cost	\$5,491.10
Total 406 HMP Cost	\$0.00
Total Insurance Reductions	\$0.00
<hr/>	
CRC Net Cost	\$5,491.10
Federal Share (75.00%)	\$4,118.33
Non-Federal Share (25.00%)	\$1,372.77

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.

Insurance

Additional Information

9/5/2024

Per the Deduction Section of the Streamlined Application, the Applicant is confirming that they do not have insurance for the activities identified in Section II of the Streamlined Application Project worksheet. Further, Section II of the Streamlined Application Project, the Applicant has confirmed that a reasonable effort to recover insurance proceeds that they are entitled to receive from their insurer(s) has been taken.

The Emergency Work represented in this project is neither insured nor insurable. No insurance coverage is anticipated. No insurance

narrative will be produced or uploaded into documents or attachments.

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

REQUIREMENTS

No insurance requirements will be required for this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, or vehicles. (FEMA Recovery Policy FP 206-086-1).

Alexandra Irizarry Pares, Insurance Specialist FEMA CRC EAST

O&M Requirements

There are no Obtain and Maintain Requirements on **Emergency Protective Measures - Williamson Road Damages**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- CWA Condition: The Subgrantee is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the Tennessee Department of Environment and Conservation (TDEC) prior to initiating work. The Subgrantee shall comply with all conditions and pre-construction notification requirements of the required permit(s). All coordination pertaining to these activities and compliance must be documented and maintained in the applicant's permanent files. Copies should be forwarded to TEMA and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds.

EHP Additional Info

There is no additional environmental historical preservation on **Emergency Protective Measures - Williamson Road Damages**.

Final Reviews

Final Review

Reviewed By HATCHER, TIMOTHY L.

Reviewed On 09/10/2024 3:56 PM CDT

Review Comments

Recipient Review

Reviewed By Mounds, Kiara

Reviewed On 09/10/2024 4:16 PM CDT

Review Comments

Project Signatures

Reviewed By Unsigned

Reviewed On Unsigned

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
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Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	10/4/2024	\$4,118.33	75%	Accepted	4792DRITNP00000341

Department of Homeland Security Federal Emergency Management Agency

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General Info

Project #	753522	PW #	66	Project Type	Estimated Costs
Project Category	C - Roads and Bridges			Applicant	Goodlettsville, City of (037-29920-00)
Project Title	1036 Williamson Road			Event	4792DR-TN (4792DR)
Project Size	Small			Declaration Date	6/17/2024
Activity Completion Date	12/17/2026			Incident Start Date	5/08/2024
Process Step	Obligated			Incident End Date	5/9/2024

Damage Description and Dimensions

The Disaster # 4792DR, which occurred between *05/08/2024* and *05/09/2024*, caused:

Damage #1386512; 1036 Williamson Rd

General Facility Information:

- **Facility Type:** Roads (No Culverts)
- **Facility:** Road shoulder embankment slope
- **Facility Description:** Large retaining precast concrete wall stacking blocks
- **Approx. Year Built:** 2021
- **Location Description:** 1036 Williamson Road, Goodlettsville, Tennessee 37072
- **Road Type:** road shoulder embankment
- **Start GPS Latitude/Longitude:** 36.35885, -86.72505
- **End GPS Latitude/Longitude:** 36.35456, -86.72498
- **Width (ft):** 6
- **Number of Lanes:** 2

Final Scope

1386512 **1036 Williamson Rd**

Work to be Completed

The applicant will utilize contract and/or force account for repairs to the 1036 Williamson Rd to restore this facility back to its pre-disaster function design (in -kind) and capacity within the existing footprint.

Road Damage:

GPS start 36.35885, -86.725046 - end 36.35456, -86.724982:

- A. Replace Shoulder, 72 CY of #57 crushed gray aggregate stone, 298 FT long x 13 FT wide x 6 IN thick.

GPS start 36.35891, -86.72460 - end 36.35911, -86.72460:

B. Remove and replace Surface, 2 CY of asphalt, 84 FT long x 1 FT wide x 6 IN thick.

GPS start 36.35891, -86.72463 - end 36.35902, -86.72464:

C. Replace, Embankment, 59 CY of compact earth ground soil foundation, 88 FT long x 3 FT wide x 6 FT deep.

GPS start 36.35942, -86.72495 - end 36.35948, -86.72507:

D. Replace, Streambank structure, 35 CY of precast concrete stone block, 88 FT long x 16 IN wide x 8 FT high.

E. Replace, Streambank structure, 20 CY of precast concrete stone block, 99 FT long x 16 IN wide x 4 FT high.

Work to be Completed Total: \$173,567.52

Project Notes:

1. In accordance with FEMA's 422 Simplified Procedures, the project scope and cost were developed by FEMA's CRC from the applicant signed DDD. The project was certified by the Applicant using the Small Permanent Work Project Certification and Acknowledgements Form located in the Essential Elements of Information (EEI). See Document:
 - *4792DR - Project #753522 - SPWC Goodlettsville City of.pdf*
2. All site estimates for work to be completed were generated using RSMMeans Year 2024 Quarter 2. See attachment labeled:
 - *753522 - 4792 TN - CRC Costing Spreadsheet*
3. Applicant will comply with its local, state, federal procurement laws, regulations, and procedures.
4. For disasters declared on December 20, 2019, or newer, applicants are required to follow the provision of Consensus Based Codes, Specifications and Standards for Public Assistance FEMA Recovery Interim Policy FP-104-009-11 Version 2.1 for permanent work. For disasters declared between August 1, 2017, and December 20, 2019, applicants may "opt-in" to the requirements of the policy by submitting the opt-in notification form found in the policy. Requirements, implementation, Identification requirement, verification requirements, additional eligible work, and cost criteria as well as the Appendix A table which lists Consensus Based Codes, Specification and Standards by facility type can be found in policy FP-104-009-11."
5. Contract Bid / Plus Selection Process see attachment labeled:
 - *4792DR - Project #753522 - Contract Questionnaire - Goodlettsville.docx*
6. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to

operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

406 HMP Scope

I. Related Damaged Items to be Protected	
<p>During the declared incident period of 5/8/2024 through 5/9/2024, the Goodlettsville, City of was impacted by heavy rain and flooding resulting in the collapse of the retaining wall into the stream and erosion of the road shoulder and embankment along Williamson Road. As a direct result of flooding three sections were damaged from GPS Latitude/Longitude: (36.35885, -86.72505) to (36.35456, -86.72498) in DI 1386512. Damages include 72 CY of #57 crushed gray aggregate stone along the shoulder (298 ft long x 13 ft wide x 6 in thick), 2 CY of asphalt (84 ft long x 1 ft wide x 6 in deep), 59 CY of compact earth ground soil foundation (88 ft long x 3 ft wide x 6 ft deep), 35 CY of precast concrete stone blocks (88 ft long x 16 in deep x 8 ft high), and 20 CY of precast concrete stone block (99 ft long x 16 in wide x 4 ft high).</p>	
<p>Total repair cost of damaged elements being protected by the HMP at this site* = \$173,567.52</p> <p>*Before Cost Estimating Format (CEF) factors if a large project.</p>	
Comments:	See document "753522 - 4792 TN - CRC Costing Spreadsheet.xlsx" for in kind repair cost.
II. Hazard Mitigation Proposal (HMP) Scope of Work	

Mitigation consists of implementing erosion control measures on the stream bank, which includes capping the stone backfill and installing a vegetative bank along Williamson Road GPS Latitude/Longitude (36.35885, -86.72505) to (36.35456, -86.72498).

The downstream repair includes site preparation and construction of a vegetated FlexMSE® retaining wall between the bank of Mansker Creek and the southbound lane of Williamson Road. The retaining wall will be approximately 150 feet long and 6.5 feet tall. It will utilize brush layering between the FlexMSE® courses to establish vegetation and increase long-term stability along the retaining wall. The FlexMSE® retaining wall will have riprap toe protection. This scope also includes managing water in the construction zone and implementing traffic control along Williamson Road. The upstream repair includes site preparation and capping of the area between the top of the existing MagnumStone® retaining wall beside Mansker Creek and the edge of the southbound lane of Williamson Road with asphalt. The area to receive asphalt averages approximately 12 feet wide and is approximately 450 feet long.

The mitigation measures will reduce the risk to future heavy rain and flooding by preventing water intrusion behind the wall and stabilizing stream embankment to minimize future damages. The proposed project will decrease the risk of future damages to the facility and reduce the economic impacts of future flooding events.

III. Hazard Mitigation Proposal (HMP) Cost: Worksheet

- Reference and attach a detailed, itemized cost estimate and/or CEF.

A. Cost of items if the HMP is approved =	\$173,209.51
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B. Cost of items deducted from the repair scope of work (SOW) =	\$0
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C. Net Hazard Mitigation Cost (before CEF factors) =	\$173,209.51
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D. Is there a CEF?	No
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E. Net Hazard Mitigation Cost (after CEF factors) =	N/A
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F. What is the CEF ratio (CEF Total Cost/Base Cost)?		N/A	
Comments:	Additional costs for CEC engineering and permitting fees of \$19,300 were added to the mitigation construction costs of \$153,909.51, resulting in a total of \$173,209.51. See uploaded document titled "DR4792-TN HM Applicant Provided Cost Estimate 1386512 Goodlettsville, City of.pdf."		
Hazard Mitigation Proposal Cost: Summary			
Net Hazard Mitigation Cost =	\$173,209.51		
See attachment(s).	DR4792-TN HM Applicant Provided Cost Estimate 1386512 Goodlettsville, City of.pdf		
Attach CEF document.			
Comments:	N/A		
IV. Cost Effectiveness Calculation			
(Net HMP Cost/Total Repair Cost of the damaged portions of the facility for which the mitigation measure applies) x 100			
	\$173,209.51	/	\$173,567.52 x 100 = 99.79% = 100%
The Benefit-Cost Analysis (BCA) ratio is	N/A		= 1.0

V. HMP Cost-Effectiveness

The mitigation measures meet the cost effectiveness criteria based on:

Mitigation measure is listed in Appendix J and is within 100% of the total eligible repair cost of the facility or facilities for which the mitigation applies.

In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V4 June 2020, Chapter 8. Section IV and Appendix J. Section I. Drainage Structures, Subsection B. For the purpose of erosion control... nature-based solutions... or similar measures to control erosion...., this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

VI. Compliances and Assurances

For 'work to be completed,' this HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, procurement, permits and compliance with all regulatory codes and standards.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the site(s).

HMP Notes

1. The mitigation proposal estimates were generated using the Applicant provided cost estimate. See attachment labeled "DR4792-TN HM Applicant Provided Cost Estimate 1386512 Goodlettsville, City of.pdf."
2. For the mitigation engineering design plans see document "60% Design - Mansker Creek Bank Stabilization – 20250403.pdf."

Cost

Code	Quantity	Unit	Total Cost	Section
9001	1	Lump Sum	\$173,567.52	Uncompleted

CRC Gross Cost \$173,567.52

Total 406 HMP Cost \$173,209.51

Total Insurance Reductions \$0.00

CRC Net Cost \$346,777.03

Federal Share (75.00%) \$260,082.78

Non-Federal Share (25.00%) \$86,694.25

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.

Insurance

Additional Information

5/7/2025

The project was Reworked with no changes to prior insurance determination.

The road(s), road rights-of-way, embankment erosion, bridges or culvert damage represented in this project are neither insured nor insurable. No insurance relief is anticipated. No insurance narrative will be produced or uploaded into documents or attachments.

FEMA Policy 206-086-1

PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.
2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.
3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

No insurance requirements are mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

Alexandra Irizarry Pares, Insurance Specialist FEMA CRC EAST

O&M Requirements

There are no Obtain and Maintain Requirements on **1036 Williamson Road**.

406 Mitigation

There is no additional mitigation information on **1036 Williamson Road**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- SHW&SW Condition: The Applicant is responsible for properly disposing of unusable equipment, debris and all material in an approved manner and location that follows Tennessee Department of Environment Conservation (TDEC) Division of Waste Management storm debris handling requirements. Failure to comply with this condition may jeopardize FEMA funding. Verification of compliance and documentation of where the debris was disposed of will be required at project closeout.
- CWA Condition: The Subgrantee is responsible for coordinating with and obtaining any required Section 404 permit(s) from the United States Army Corps of Engineers (USACE) and 401 permit(s) from the Tennessee Department of Environment and Conservation (TDEC) prior to initiating work. The Subgrantee shall comply with all conditions and pre-construction notification requirements of the required permit(s). All coordination pertaining to these activities and compliance must be

documented and maintained in the applicant's permanent files. Copies should be forwarded to TEMA and FEMA as part of the permanent project file. Failure to comply with this requirement may jeopardize receipt of federal funds. - jwilt2 - 06/09/2025 14:08:39 GMT

- NHPA Condition: Prior to conducting repairs, the subgrantee must identify the source and location of fill material and provide this information to TEMA and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- EO 11988 Condition: The subgrantee must coordinate with the local floodplain administrator and obtain required permits, if applicable, from the appropriate agencies prior to initiating work. All coordination pertaining to these activities and subgrantee compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

EHP Additional Info

There is no additional environmental historical preservation on **1036 Williamson Road**.

Final Reviews

Final Review

Reviewed By BILLUPS, TERESA C.

Reviewed On 06/12/2025 6:53 PM CDT

Review Comments

Recipient Review

Reviewed By Reiss, Tasha

Reviewed On 06/13/2025 10:11 PM CDT

Review Comments

Project Signatures

Reviewed By Unsigned

Reviewed On Unsigned

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated
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Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	8/18/2025	\$260,082.78	75%	Accepted	4792DRITNP00000661

ATTACHMENT 2**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Goodlettsville
Subrecipient's Unique Entity Identifier (SAM)	PRF6GNQ2X3C3
Federal Award Identification Number (FAIN)	FEMA-4792-DR-TN
Federal award date	06/17/2024
Subaward Period of Performance Start and End Date	05/08/2024-10/13/2028
Subaward Budget Period Start and End Date	05/08/2024-10/13/2028
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.036 Public Assistance Grants
Grant contract's begin date	05/08/2024
Grant contract's end date	10/13/2028
Amount of federal funds obligated by this grant contract	264,201.11
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	13,920,121.41
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	PA 4792
Name of federal awarding agency	Federal Emergency Management Agency
Name and contact information for the federal awarding official	Mr. Robert Samaan Regional Administrator FEMA Region IV 3005 Chamblee-Tucker Road Atlanta, Georgia 30341
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Jessica Burr, State Public Assistance Manager Tennessee Emergency Management Agency Recovery Division 3041 Sidco Drive Nashville, TN 37204 jessica.burr@tn.gov Telephone #: (629) 250-1047
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

<p><u>SUBJECT TITLE:</u> Resolution 26-1341 A resolution of the City of Goodlettsville Board of Commissioners adopting and participating in the 2026 Metropolitan Nashville-Davidson County, Tennessee Multi-Hazard Mitigation Plan.</p> <p><u>PRESENTED BY:</u> Tim Ellis, City Manager</p>	<p>Agenda Item: Resolution 26-1341</p> <p>Dept. of Origin: Administration</p> <p>For Agenda of: June 11, 2026</p> <p>Originator: Tim Ellis</p> <p>Cost of Item: N/A</p>
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AGENDA ITEM ATTACHMENTS:

Resolution 26-1341

SUMMARY STATEMENT:

A resolution of the City of Goodlettsville Board of Commissioners adopting and participating in the 2026 Metropolitan Nashville-Davidson County, Tennessee Multi-Hazard Mitigation Plan.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 26-1341.

RESOLUTION NO. 26-1341

A RESOLUTION OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS ADOPTING AND PARTICIPATING IN THE 2026 METROPOLITAN NASHVILLE - DAVIDSON COUNTY, TENNESSEE MULTI-HAZARD MITIGATION PLAN.

WHEREAS, the County Mayor’s Office of Emergency Management has completed an update of the Metropolitan Nashville / Davidson County Multi-Hazard Mitigation Plan, and it was submitted to the Federal Emergency Management Agency and the Tennessee Emergency Management Agency for consideration and approval; and,

WHEREAS, the City of Goodlettsville has participated in the 2026 plan update process, and is committed to the Multi-Hazard Mitigation Plan concept by adoption of the earlier plans; and,

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

WHEREAS, upon submittal of adoption documentation by participating jurisdictions, the Federal Emergency Management Agency will issue formal approval of the 2026 Metropolitan Nashville - Davidson County Multi-Hazard Mitigation Plan.

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

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

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

This resolution is read and adopted at public meeting on the 11th day of June, 2026.

Adopted: June 11, 2026

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY