



December 9, 2021

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 minutes of the November 11th regular meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

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

7. Old Business.

- a. Consider Ordinance 20-974, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change properties on Dickerson Road/Hwy 41/SR 11 from Agricultural to High Density Residential Planned Unit Development. **SECOND READING**
 - b. Consider Ordinance 21-1017, an ordinance to amend Ordinance 06-674 as amended, to include a Regional Center Planned Unit Development Section. **SECOND READING & PUBLIC HEARING**

- c. Consider Ordinance 21-1018, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change a property on North Creek Boulevard from CPUD, Commercial Planned Unit Development to HDRPUD, High Density Residential Planned Unit Development and preliminary master plan approval. **SECOND READING & PUBLIC HEARING**
- d. Consider Ordinance 21-1019, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville to include an automated car wash use in the convenience commercial classification in the CPUD, Commercial Planned Unit Development District. **SECOND READING & PUBLIC HEARING**
- e. Consider Ordinance 21-1020, an ordinance of Goodlettsville, Tennessee, for the purpose of amending the Goodlettsville Zoning Ordinance regulating development within the corporate limits of Goodlettsville, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program, by adopting the new FEMA Flood Insurance Rate Map. **SECOND READING & PUBLIC HEARING**
- f. Consider Ordinance 21-1021, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include revised standards for temporary uses. **SECOND READING & PUBLIC HEARING**
- g. Consider Ordinance 21-1022, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by extending the R10 Medium Density Residential Zoning Boundary on Hollywood Street. **SECOND READING & PUBLIC HEARING**
- h. Consider Resolution 21-1020, a resolution to abandon a sewer easement across property identified within Davidson County Tax Map and Parcel Number 02500006000, 0250021900, 0250021800, and 02500006200 on South Dickerson Road, as well as, require the dedication of a new sewer easement.

8. New Business.

- a. Consider Resolution 21-1021, a resolution authorizing the City of Goodlettsville, Tennessee to participate in the James L. Richardson "Driver Safety" Matching Grant Program.
- b. Consider Resolution 21-1022, a resolution approving a contract between the City of Goodlettsville and the Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection services as it relates to Traffic Signal Upgrades funded through a CMAQ (Congestion Mitigation and Air Quality) Grant. (Project 130749.00)
- c. Consider Resolution 21-1023, 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.

- d. Consider Resolution 21-1024, a resolution authorizing the procurement method of Competitive Sealed Proposals in procuring sanitation and recycling services.
- e. Consider Resolution 21-1025, a resolution authorizing the approval of a contract between the City of Goodlettsville and CCBC Operations, LLC for providing drink vending services at all city facilities.
- f. Consider Resolution 21-1026, a resolution proclaiming Saturday, December 11, 2021 as Anti-Vaping Day and Tobacco Use Day in elementary, middle, and high schools in the City of Goodlettsville.
- g. Consider Resolution 21-1027, a resolution to ratify the membership and appointment to the Goodlettsville Board of Zoning and Sign Appeals, Beer Board, Industrial Development Board, and Parks and Recreation Advisory Board.
- h. Consider Resolution 21-1028, a resolution to adopt the City of Goodlettsville's Legislative Agenda for the second session of the 112th General Assembly of the State of Tennessee.
- i. Consider Resolution 21-1029, a resolution to accept the Copper Creek public improvements Phase 2-4 and Phase 2-5 with a one year maintenance bond from Meritage Homes.
- j. Consider Resolution 21-1030, a resolution to amend the City of Goodlettsville Personnel Policies and Procedures Manual, by amending Section IV entitled: Leave Policies.
- k. Consider Resolution 21-1031, a resolution authorizing a budgetary allocation for employee compensation adjustments effective January 1, 2022.
- l. Discuss and possibly take action in regards to the December 23, 2021 Board of Commissioners meeting.

9. Adjournment.

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

abaker@goodlettsville.gov

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

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

www.goodlettsville.gov



Board of Commissioners

November 11, 2021

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: Jennnifer Duncan.

Also Present: Russell Freeman, Tim Ellis, Allison Baker, Ken Reeves, Addam McCormick, Gary Goodwin, and Julie High.

Mayor Rusty Tinnin called the meeting to order. Toby Swager offered prayer and Mayor Tinnin led the chambers in the pledge of allegiance.

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

Consider the minutes of the October 28, 2021 regular meeting of the Board of Commissioners. Commissioner Young made a motion to consider the minutes as written. Commissioner Huffman seconded the motion and motion passed 4-0.

City Manager Tim Ellis apologized for the mess in the auditorium as there is painting going on that should be finished next week. He announced the Tree Lighting taking place at City Hall on December 3rd as well as the opening of Candy Cane Village around City Hall. On December 4th, the Christmas Parade will be at 4:00pm and from 5:00pm-8:00pm Yulefest will take place at Mansker's Station.

Commissioner Young wanted to acknowledge our veterans on this Veteran's Day and thanked them for their service.

Mayor Tinnin stated Vice Mayor Duncan was involved in a car accident tonight and asked everyone to keep her in their thoughts and prayers.

Consider Old Business.

Consider Ordinance 20-974, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change properties on Dickerson Road/Hwy 41/SR 11 from Agricultural to High Density Residential Planned Unit Development, second reading and public hearing. City Manager Ellis stated there is a recommendation from the Planning Commission that was approved by a 5-3 vote and would be an amendment to the originally approved ordinance. Commissioner Young made a motion to consider Ordinance 20-974. Commissioner

Huffman seconded the motion. Planning Director Addam McCormick stated the City Commission approved an ordinance last year to rezone this property. It was not accompanied by a preliminary master plan so it was approved with a stipulation that before second reading it would have to come back through the process. It went through the Planning Commission with a set of guidelines and those are included on the second page. This has been going on several months and the Planning Commission had a special study session for this project in October and they approved the master plan and there were some changes to the original guidelines and that is the amendment. The amendment includes a reference to the preliminary master plan, it incorporates an additional 1.2 acres on Dickerson Road, limited the commercial use at the front of the property, reduced the density by one, includes all two story units now, and an increase in the dimensions to the garages. The public hearing was opened. George Grundler, the applicant and developer with the proposed project, addressed the Board. He stated they have worked diligently with the community and Planning Commission to come up with a revised plan that would help meet the needs of the community. Glen Garrett of 107 Roanoke Drive stated there are a total of eight properties that border the northern side and the jump to this high of a density is too high. He stated they have expected this property to be developed but do not feel this is the best development for this property. Craig Martin is concerned about one of the original drawings that had a water retention requirement that has been removed in the new design and the impact this would have with water runoff. He stated the number of units going into that area is inappropriate. Ruth Seeley stated her property is at the very end of the back of this development and the 50 foot easement would be helpful if it went all the way to the back. The public hearing was then declared closed.

Commissioner Young asked if these would all be public streets going through the development. Mr. Grundler answered that is how they have been presently designed. The landscaping and other improvements inside the community would be maintained by the homeowners association. Commissioner Young asked if we would take the parking spots on as public right-of-way. Planning Director McCormick stated they are within the public right-of-way. He stated that was one of the Planning Commission's stipulations if it was going to be public right-of-way, it would have to be 50 feet and meet our full standards. The developer stated they could make them private streets if the Commission wished so. There was discussion. Commissioner Young stated when this was passed on first reading we set those guidelines in the first draft of this ordinance and gave the property owner some guidelines to work within. At that point, we opened the door saying this was a density we are comfortable with and the property owner went out and marketed the property in that way and found a developer to fit a project within the guidelines the board set forth. He stated this seemed on par with similar developments that have been approved in the city over the last few years. He said he does have questions about the 50 foot wide conservation easement. He asked if the sale is done and the easement recorded. Mr. Grundler stated it was his understanding that it was already recorded. There was discussion. Commissioner Young said it would be more fair if the easement were to be extended to the end of the property line and asked if we could extend that easement. City Attorney Russell Freeman stated it was his understanding that the conservation easement was a permanent easement within the deed but creating a buffer could be added to the master plan. Commissioner Young asked if he could verbally amend to

include the setback be 50 feet. Mr. McCormick stated the board could do an amendment. Mr. Grundler stated they could move two buildings to the south to accommodate the 50 feet.

Commissioner Huffman asked if there was a possibility to shift this down to medium density. He stated the units on the southside have small driveways. Mr. Grundler stated the garages are on the rear of the home. There was discussion. Mr. McCormick stated the board has the ability to reduce the number based on some feature of the site. Mayor Tinnin stated this was discussed a lot in the Planning Commission about lowering the density since they were all crammed in there. There was discussion.

There was discussion regarding design parameters and sidewalks. Commissioner Young stated the homes on this plan look varied and asked how much they are varied. Mr. Grundler stated there is a two foot offset from front to back. There was additional discussion. Commissioner Young asked how many times this has been before the Planning Commission. Mr. McCormick stated about 3-4 meetings in addition to the special study session. City Manager Ellis stated the amendment before them is what came out of the Planning Commission.

Commissioner Young made a motion to amend as to what was presented to them tonight. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 2-2 vote with Commissioner's Young and Huffman voting for the amendment and Mayor Tinnin and Commissioner Anderson voting against the amendment. The motion dies and the original ordinance is to be considered.

Commissioner Young stated the ordinance without the amendment does not include the site plan and does not include the original restrictions and asked if there is intent to move forward with a different version of this then should it be deferred so a different plan could come before them. Commissioner Huffman asked if they could defer until December 9th. He stated Vice Mayor Duncan probably has some questions and comments and feels it is appropriate to make a motion to defer to December 9th. Commissioner Young seconded the motion. Vote was then taken which resulted in a 4-0 vote to defer until December 9th. City Manager Ellis stated with not adopting the amendment, this goes back to the Planning Commission for consideration. Mr. McCormick stated this board can operate independently and they can make the determination. City Manager Ellis stated something has to come back before the board as an amendment and asked what does that need to be. There was discussion.

City Manager Ellis recommended each City Commissioner send an email as to what they feel needs to be amended to this plan so they can be submitted to Addam McCormick to submit to the developer to see if it is something that is attainable. Mayor Tinnin stated this gives us time to share with Addam to make the amendments at the final reading.

Consider New Business.

Consider Ordinance 21-1018, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change a property on North Creek Boulevard from CPUD,

Commercial Planned Unit Development to HDRPUD, High Density Residential Planned Unit Development and preliminary master plan approval, first reading. City Manager Ellis stated this is for expansion for the apartment complex next to Kroger. Commissioner Huffman made a motion to consider Ordinance 21-1018. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1018.

Consider Ordinance 21-1019, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville to include an automated car wash use in the convenience commercial classification in the CPUD, Commercial Planned Unit Development District, first reading. Commissioner Anderson made a motion to consider Ordinance 21-1019. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1019.

Consider Ordinance 21-1020, an ordinance of Goodlettsville, Tennessee, for the purpose of amending the Goodlettsville Zoning Ordinance regulating development within the corporate limits of Goodlettsville, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program, by adopting the new FEMA Flood Insurance Rate Map, first reading. City Manager Ellis stated this is for the Davidson County side of the city. Commissioner Huffman made a motion to consider Ordinance 21-1020. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1020.

Consider Ordinance 21-1021, an ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include revised standards for temporary uses, first reading. Commissioner Anderson made a motion to consider Ordinance 21-1021. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1021.

Consider Ordinance 21-1022, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by extending the R10 Medium Density Residential Zoning Boundary on Hollywood Street, first reading. Commissioner Huffman made a motion to consider Ordinance 21-1022. Commissioner Anderson seconded the motion. There was discussion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 21-1022.

Consider Resolution 21-1018, a resolution ratifying proposed amendments to the Sumner County Comprehensive Growth Plan, and forwarding the same to the Local Government Planning Advisory Committee. City Manager Ellis stated the City of Goodlettsville will expand their boundary to Center Point Road. Commissioner Huffman made a motion to consider Resolution 21-1018. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-1018. City Manager Ellis thanked Addam McCormick for serving on the board and representing us.

Consider Resolution 21-1019, a resolution to amend Resolution 17-746 and the City of Goodlettsville Personnel Policies and Procedures Manual, by amending the section entitled Employee Education Incentive. This amendment includes a Masters Degree. Commissioner Huffman made a motion to consider Resolution 21-1019. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Resolution 21-1019.

Consider Resolution 21-1020, a resolution to abandon a sewer easement across property identified within Davidson County Tax Map and Parcel Number 02500006000, 0250021900, 0250021800, and 02500006200 on South Dickerson Road, as well as, require the dedication of a new sewer easement. City Manager Ellis stated this would have been a requirement to go with the first ordinance considered tonight and recommended deferral. Commissioner Young made a motion to defer Resolution 21-1020 to the December 9th meeting. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to defer Resolution 21-1020.

Commissioner Young made a motion to cancel the November 25, 2021 meeting that will fall on Thanksgiving. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to cancel the November 25, 2021 meeting.

With no further business, Commissioner Young made a motion to adjourn. Commissioner Anderson seconded the motion. The meeting was adjourned at approximately 7:39pm with a 4-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 20-974</u> An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change properties on Dickerson Road/Hwy 41/SR 11 from Agricultural to High Density Residential Planned Unit Development. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 20-974 Dept. of Origin: Planning For Agenda of: December 9, 2021 Originator: Addam McCormick Cost of Item: N/A
---	---

AGENDA ITEM ATTACHMENTS:

Ordinance 20-974

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change properties on Dickerson Road/Hwy 41/SR 11 from Agricultural to High Density Residential Planned Unit Development.

FINANCIAL SUMMARY:

See Attached Ordinance

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 20-974.

ORDINANCE NO. 20-974

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 TO CHANGE PROPERTIES ON DICKERSON ROAD/HWY 41/SR 11 FROM AGRICULTURAL TO HIGH DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT

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 residential 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 residential and business areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the Planned Unit Development section of the City's Zoning Ordinance intent and purpose includes but is not limited to promoting flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and to provide a mechanism for the ownership of land, utilities, streets, and facilities in common as well as the maintenance and disposition thereof; and,

WHEREAS, The Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on April 27, 2020 to recommend its passage to the Board of Commissioners to provide a transitional zoning area between commercial and apartment project to the south and single family houses and properties to the north with the stipulation of the Planning Commission's review and approval of an amendment to the City's Comprehensive Land Use Plan to support the rezoning. The Planning Commission at the June 1, 2020 deferred the Comprehensive Land Use Plan to require a master plan be submitted with the planned unit development property zoning proposal; and,

WHEREAS, The Goodlettsville Planning Commission at the April 27, 2020 meeting included the minimum project design and use requirements as defined in Section 2.

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

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

By changing the existing Agricultural classification and replacing the properties zoning designation to HDPUD, High Density Residential Planned Unit Development for the properties attached as "EXHIBIT A" and described as follows:

PROPERTY TAX MAP 250000, PARCELS 6000, 21800, and 21900 CONTAINING APPROXIMATELY 19.12 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

SECTION 2. Minimum Project Design and Use Requirements:

- Multi-family townhomes at a density of seven (7) units per acre for the entire 19.12-acre property including total 133 units
- Unit cluster design to preserve natural green space
- Fifty (50') feet conservation easement along a portion of the northern edge of parcel 02500006000 in order to preserve a natural boundary with the single family properties to the north
- Townhomes will be limited to two-stories and the intent is the units to be for-sale properties and half of them to be limited to a one-story building design
- All of the Zoning Ordinance and Design Guidelines regulations regarding building materials and development requirements including but not limited to landscaping would apply
- Preliminary and Final Master Plan review and approvals required by Planning Commission including a traffic study

SECTION 3. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 4. 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 5. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

Mayor Rusty Tinnin

City Recorder

Approved as to legality and form:

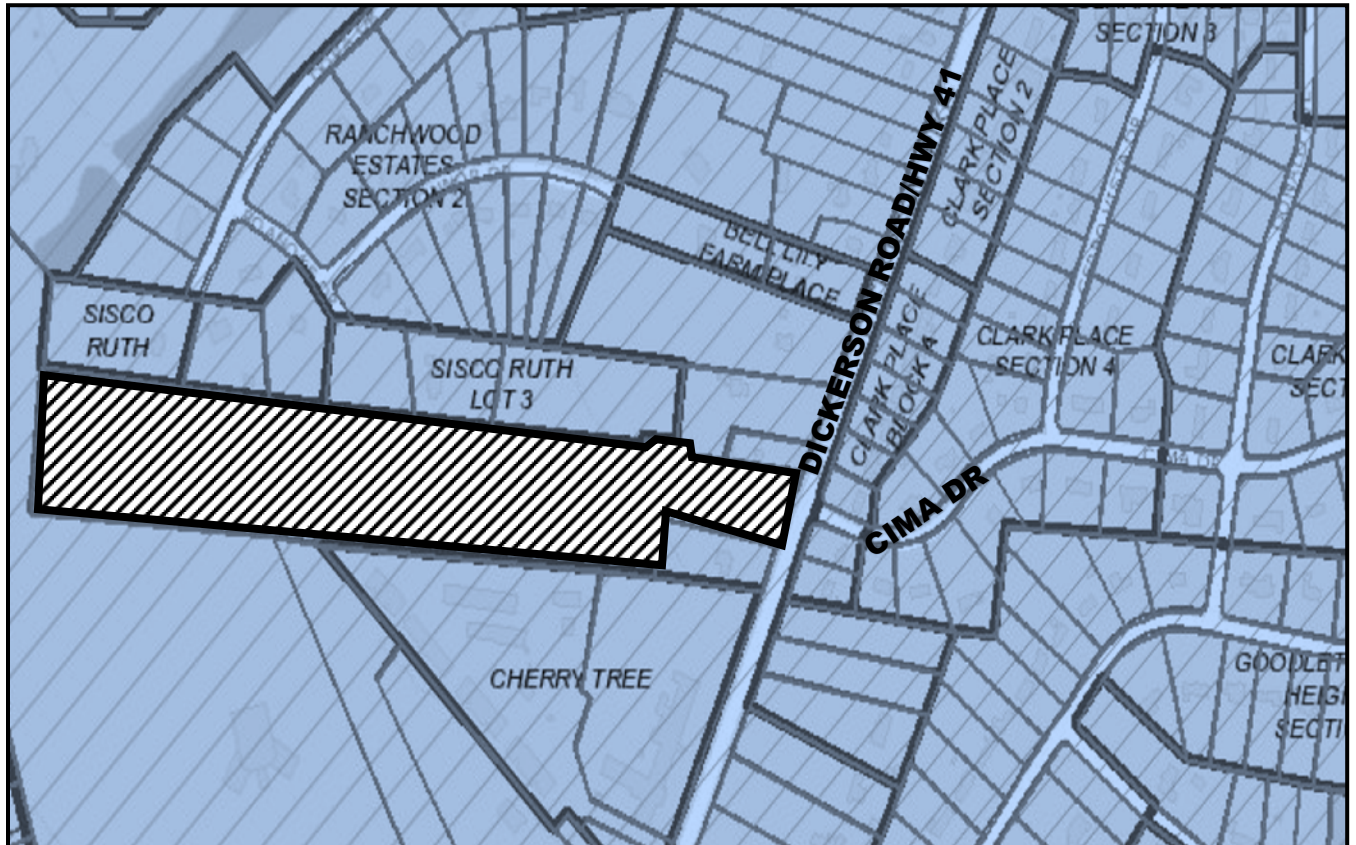
Passed First Reading:_____

Passed Second Reading:_____

City Attorney

ORDINANCE 20-974

“EXHIBIT A”





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1017</u> An ordinance to amend Ordinance 06-674 as amended, to include a Regional Center Planned Unit Development Section. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 21-1017 Dept. of Origin: Planning For Agenda of: December 9, 2021 Originator: Addam McCormick Cost of Item: N/A
---	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1017

SUMMARY STATEMENT:

An ordinance to amend Ordinance 06-674 as amended, to include a Regional Center Planned Unit Development Section.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff and Planning Commission recommend approval of Ordinance 21-1017.

ORDINANCE 21-1017

AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, TO INCLUDE A REGIONAL CENTER PLANNED UNIT DEVELOPMENT SECTION

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

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

WHEREAS, the City's Zoning Ordinance Planned Unit Development section intent and purpose includes promoting flexibility in design and permit planned diversification in the location of structures to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; and,

WHEREAS, the Goodlettsville Planning Commission at the October 5, 2020 and revised at the December 5, 2020 meetings approved Comprehensive Land Use Plan amendments to include mixed use Regional Center Low and High Intensity designations in the area including and around Rivergate Mall; and,

WHEREAS, the City's Comprehensive Land Use Plan Regional Center is intended for increased density of both residential and commercial uses in an area with infrastructure to support increase intensity and density mixed use type developments; and,

WHEREAS, the Goodlettsville Planning Commission at the October 4, 2021 regularly scheduled meeting reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners.

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

SECTION 1. That Ordinance No. 06-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended by adding a new section 14-210 Planned Unit Development District Regulations, (6) Regional Center Planned Unit Development as listed in "EXHIBIT A" and an amended Appendix (A- Table 1 Land Use Activity Matrix) as listed in "EXHIBIT B".

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

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

or unconstitutional.

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 21-1017

“EXHIBIT A”

14-210. Planned Unit Development District Regulations

(6) Regional Center Planned Unit Development

- a) **Type of Developments.** There are two (2) types of Regional Center Planned Unit Developments as follows: RC1 High Intensity and RC2 Low Intensity
- b) **General Purpose.** The general purpose of the Regional Center Planned Unit Developments is to provide for mixed use commercial and residential uses at a higher density and intensity of development associated with an urban center. The Regional Center design includes pedestrian and streetscape-oriented design with regulations permitting flexibility for design oriented planned unit developments.
- c) **Feasibility study.** The Goodlettsville Municipal Planning Commission or the City Commission may require a feasibility study/market analysis for any proposed planned unit development. The study will be utilized, among other things, to determine the impact of the proposed development on the long-range development of the residential and commercial land use in the city, the timing of any proposed development to ascertain the effects of a proposed development upon lands used or zoned for commercial purposes, to form a basis for evaluating the estimated effects on traffic, the financial capability of the developer, and other purposes which assist in an understanding of the public interest pertinent in the evaluation of a proposed development. The study, if required, shall be provided by the landowner and the landowner
- d) **Permitted Activities.** The activities listed in Table I in Appendix A may be permitted as a part of planned unit development only when such activities are approved as a part of the master plans and deemed appropriate by the Goodlettsville Municipal Planning Commission. A change in use may be granted by the codes director only when the change is to a similar use or activity. Activities not listed are prohibited.
- e) **Building and Property Dimension and Design Requirements**
 - (1) RC1- Ten (10) stories maximum subject to available fire protection equipment, water supply, and emergency vehicle site access. Minimum building two (2) stories or similar height building height design
 - (2) RC2- Seven (7) stories maximum subject to available fire protection equipment, water supply, and emergency vehicle site access. Minimum building height of two (2) stories or twenty-five (25) feet, or similar height building height design
 - RC1 and RC2 Transition Zones- Planned unit developments along the perimeter of the Regional Center Comprehensive Land Use Plan designated area to include reduced building heights, mass, and scale to step down for consistency with developed areas outside the Regional Center designated area.

- (3) RC1 limited to a residential density of forty (40) units per acre
- (4) RC2 limited to a residential density of twenty (25) units per acre

(5) RC1 to include minimum ground floor non-residential uses along Rivergate Parkway and within 500 feet of the center points of Rivergate Parkway and secondary street intersections with the primary ground square footage limited to non-residential uses. Residential uses include the residential units and offices and accessory uses of the residential use

(6) RC2 to include minimum ground floor non-residential uses along Rivergate Parkway with the primary ground square footage limited to non-residential uses. Residential uses include residential units and offices and accessory uses of the residential use

(7) RC2 to include minimum ground floor non-residential uses on all properties and portions of properties within 500 feet of the center points of Rivergate Parkway and secondary street intersections with the primary ground square footage limited to non-residential uses. Residential uses include the residential units and offices and accessory uses of the residential use

(8) RC2 to include minimum ground floor non-residential use on all properties and portions of properties within a 300 feet radius measured from the center point of the Blue Bird Drive and Meadowlark Drive intersection with the primary ground square footage limited to non-residential uses. Residential uses include the residential units and offices and accessory uses of the residential use

(9) RC1 minimum lot area 30,000 square feet and minimum street frontage one hundred (100') feet

(10) RC2 minimum lot area 15,000 square feet and minimum street frontage seventy-five (75') feet

(11) RC1 and RC2 minimum building and parking lot open space setbacks are to be minimum of five (5') feet unless Planning Commission authorizes setbacks less than five (5') feet for streetscape and zero-lot line designs subject to available fire protection equipment, water supply, and emergency vehicle site access

(12) RC1 and RC2 building designs to meet the provisions of the Design Guidelines with ground floor designs to include pedestrian oriented street scape designs with glass store fronts when including non-residential uses and pedestrian and outdoor use designs. Building designs to include reduced mass and scale along streetscapes and at transitional building height zones. Building designs exceeding five (5) stories to include building step back or similar design features to allow sun light to reach adjacent sidewalks and designated open spaces.

f.) Street and Site Design.

- (1) All new streets and sidewalks adjacent to street to be public with interconnected street grid system with multiple connections and pedestrian oriented streetscape design with a minimum clear pedestrian sidewalk width of eight (8') feet along both sides of existing and new streets
- (2) Additional pedestrian connections to adjacent developments and public use areas within designated public right-of-way or public access easements

(3) All new utilities to be underground including main and service lines- Planning Commission may review relocation of existing lines with developments at the back or service area of the project.

(4) Minimum parking requirements can be met on-site or in a collective off-site shared private or public parking area except that all required residential use parking shall be met on-site only. A parking needs study may be submitted with the preliminary master plan for proposed reduced parking needs due to the intention of the Regional Center pedestrian oriented mixed-use design.

(5) All building loading and trash service areas to be located at the rear of the project with buildings constructed along streets for the intended street scape design.

(6) Storm water quality and quantity designs may be on-site or in shared collective off-site public or private facilities within designated public utility and drainage easements.

(7) Site landscaping limited to screening along the perimeter of parking areas, interior parking lot planting breaks, streetscape plantings including street trees per the landscaping requirements of the Zoning Ordinance. Buffer designs along the perimeter of the project property to be per the requirements of this section. The transitional buffers along the perimeter of the Regional Center Comprehensive Land Use Plan area to be a minimum fifteen (15') feet in width with solid wall or fence design with dense evergreen screen along the perimeter of the wall or fence. Planning Commission may review landscaping only screens when the available clear buffer width exceeds the minimum width. The minimum height of the wall, fence, evergreen planting screen height to be a minimum of eight (8') feet and maximum height of twelve (12') feet. Project buffers along property boundaries within the Regional Center Comprehensive Land Use Plan area to be determined based on the master plan design and adjacent property use and zoning. Designated buffer areas less than ten (10') feet in width to include a solid fence or masonry wall. Fence designs to include masonry column and base designs.

(8) Development signage limited to building wall, awning, and projecting signs. Ground signs limited to seven (7') feet in height and fifty (50') square feet except pole signs per the provisions of the City's Sign Ordinance section of Zoning Ordinance are permitted along Rivergate Parkway.

The Planning Commission during the master plan phase may approve alternative designs meeting the intention of the provision above due to property or adjacent property dimensions and conditions and right-of-way and easement limitations.

“EXHIBIT B”

[illegible]

*Mobile Home Park

**All such facilities are prohibited with the exception of Day Care Homes as defined in Section 14-1409(e)(2)(g) which shall be permitted by conditional use

***May be considered only when the PUD contains 200 dwelling units or more.

**** Interchange Overlay District limitation of uses per Ordinance 13-806. Retail limited to convenience market in relation to a fuel and service station.

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

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

INFORMATION EFFECTIVE ON SEPTEMBER 11, 2020 Check for any Zoning Ordinance Amendments or Updates after this date.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1018</u> An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change a property on North Creek Boulevard from CPUD, Commercial Planned Unit Development to HDRPUD, High Density Residential Planned Unit Development and preliminary master plan approval. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 21-1018 Dept. of Origin: Planning For Agenda of: December 9 2021 Originator: Addam McCormick Cost of Item: N/A
---	---

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1018

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change a property on North Creek Boulevard from CPUD, Commercial Planned Unit Development to HDRPUD, High Density Residential Planned Unit Development and preliminary master plan approval.

FINANCIAL SUMMARY:

See Attached Ordinance

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1018.

ORDINANCE NO. 21-1018

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 TO CHANGE A PROPERTY ON NORTH CREEK BOULEVARD FROM CPUD, COMMERCIAL PLANNED UNIT DEVELOPMENT TO HDRPUD, HIGH DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND PRELIMINARY MASTER PLAN APPROVAL

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, and use of residential 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 residential and business areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the City's 2020 Growth Plan intent and purpose includes but is not limited to permitting residential developments to develop at a density appropriate for the area and high density developments should be located with direct access to a major street; and,

WHEREAS, the Planned Unit Development section of the City's Zoning Ordinance intent and purpose includes but is not limited to promoting flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and to provide a mechanism for the ownership of land, utilities, streets, and facilities in common as well as the maintenance and disposition thereof; and,

WHEREAS, The Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on November 1, 2021 to recommend its passage to the Board of Commissioners based on the designation of the City's Comprehensive Land Use Plan and existing high density residential uses in the project area including the first phase of the proposed project, to provide additional housing opportunities for residents in a mixed used commercial and office/professional area; and,

WHEREAS, The Goodlettsville Planning Commission also approved and recommended passage of the Vintage North Creek Phase Two (2) Preliminary Master Plan dated October 20, 2021 for the High Density Residential Planned Unit Development Master Plan including seventy-six (76) multifamily apartment units and maintaining a one acre commercial frontage lot to remain zoned CPUD, Commercial Planned Unit Development, and;

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

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

By changing the existing CPUD, Commercial Planned Unit Development zoning classification and replacing the property zoning designation to HDPUD, High Density Residential Planned Unit Development, per the Vintage North Creek Phase (2) Preliminary Master Plan Dated October 20, 2021 for the property attached as “EXHIBIT A” and described as follows:

A 2.26 ACRE PORTION OF PROPERTY REFERENCED AS TAX MAP 19-14, PARCEL 19 AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

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

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

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

MAYOR RUSTY TINNIN

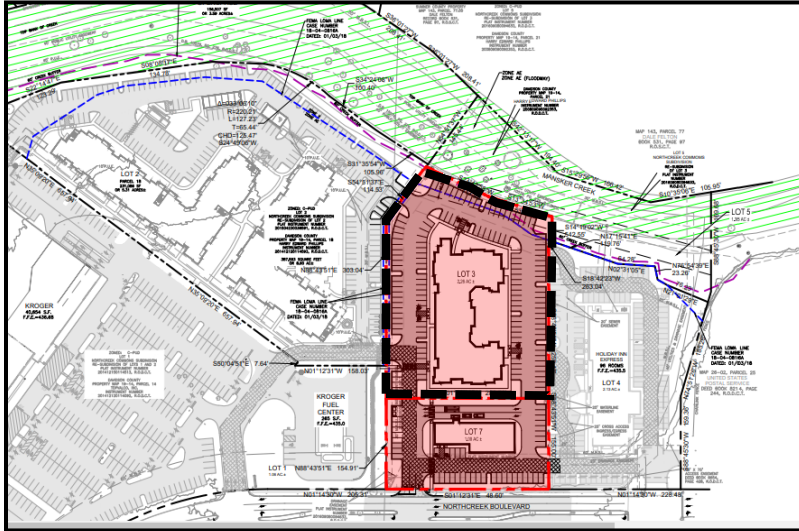
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____
Passed Second Reading: _____

ORDINANCE 21-1018
“EXHIBIT A”



VINTAGE NORTHCREEK PHASE 2

REVISED PRELIMINARY MASTER PLAN

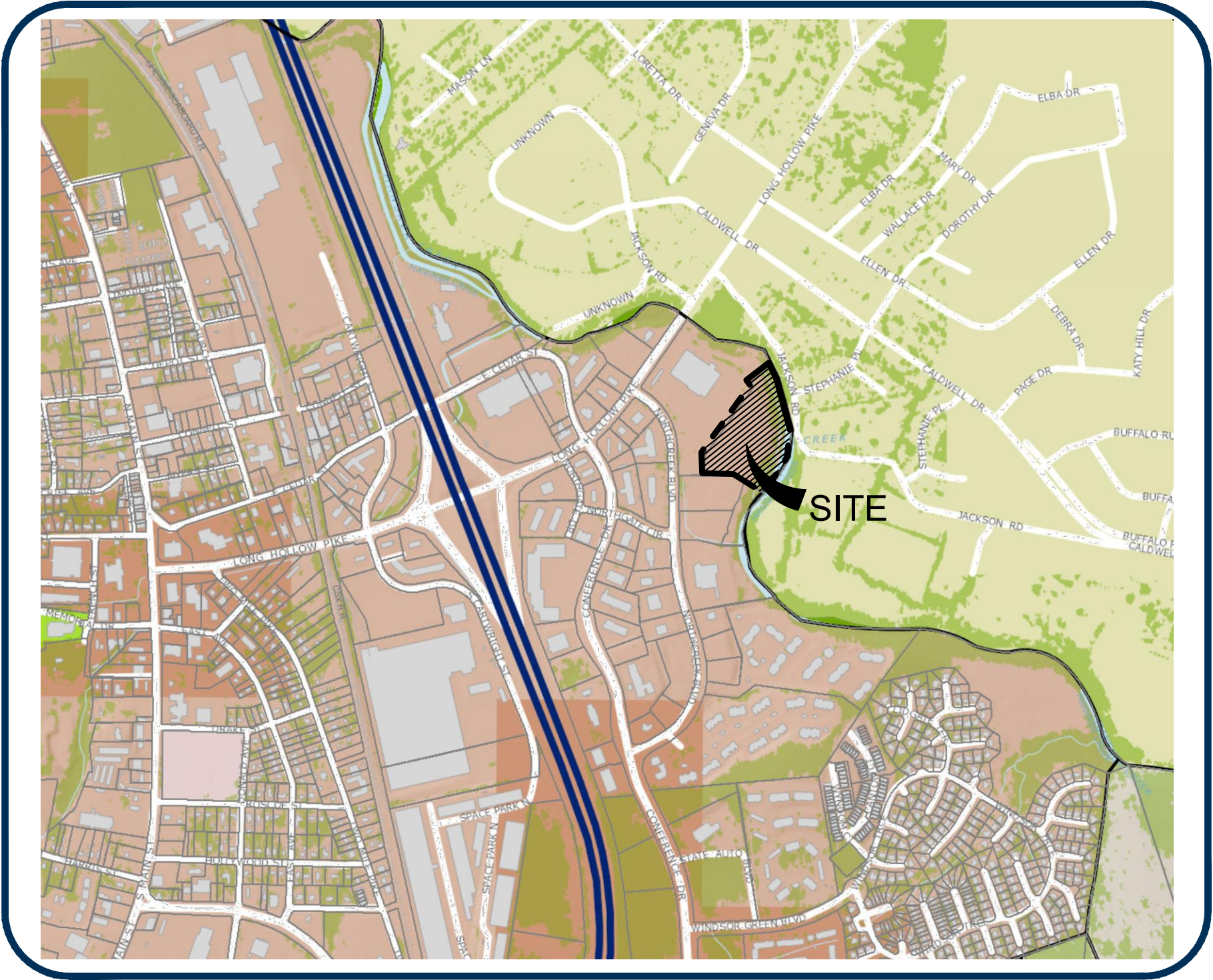
VINTAGE NORTHCREEK, LLC

CONTACTS

OWNER/DEVELOPER
JASON PHILLIPS
VINTAGE NORTHCREEK, LLC
1100 WILLIS BRANCH ROAD
GOODLETTSVILLE TN, 37072
(615) 855-3121
hjasenphillips@gmail.com

CIVIL
MATT LACKEY, PE
RAGAN-SMITH ASSOCIATES, INC.
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
mlackey@ragansmith.com

ARCHITECTURE
STEVE LULL
PARKER ASSOCIATES TULSA, LLC
2202 E. 49TH ST., SUITE 200
TULSA, OKLAHOMA 74105
(918) 742-2485
contact email address



LOCATION MAP
SCALE: 1"=1000"

TENTH COUNCIL DISTRICT,
NORTHCREEK BOULEVARD,
CITY OF GOODLETTSVILLE,
DAVIDSON COUNTY,
TENNESSEE

INDEX OF SHEETS

SHEET	DESCRIPTION
C0.0	COVER SHEET
CIVIL PLANS	
C0.1	EXISTING CONDITIONS PLAN
C0.2	EXISTING CONDITIONS PLAN
C1.0	OVERALL SITE LAYOUT PLAN
C1.1	SITE LAYOUT, GRADING, DRAINAGE & UTILITIES PLAN
ARCHITECTURAL PLANS	
AB7	BUILDING 3 ELEVATIONS
AB8	BUILDING 3 ELEVATIONS



VINTAGE NORTHCREEK PHASE
REVISED PRELIMINARY MASTER PLAN
VINTAGE NORTHCREEK, LLC

TENTH COUNCIL DISTRICT, NORTHCREEK BOULEVARD, CITY OF GOODLETTSVILLE,
DAVIDSON COUNTY, TENNESSEE

Scale: _____

Date: _____ OCTOBER 20, 2021

Approved By: _____ M. LACKEY

Revisions:

-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Drawing Title:
COVER SHEET

Drawing No.
C0.0

Project No.
21-0265



VINTAGE NORTH CREEK PHASE
REVISED PRELIMINARY MASTER PLAN
VINTAGE NORTH CREEK, LLC

TENTH COUNCIL DISTRICT, NORTH CREEK BOULEVARD, CITY OF GOODLETTSVILLE,
DAVIDSON COUNTY, TENNESSEE

Scale: 1"=60'

Date: OCTOBER 20, 2021

Approved By: M. LACKEY

Revisions:

Drawing Title:

EXISTING
CONDITIONS
WITHOUT TOPO
PLAN

Drawing No.

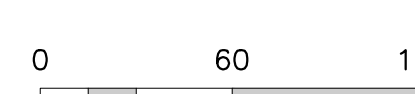
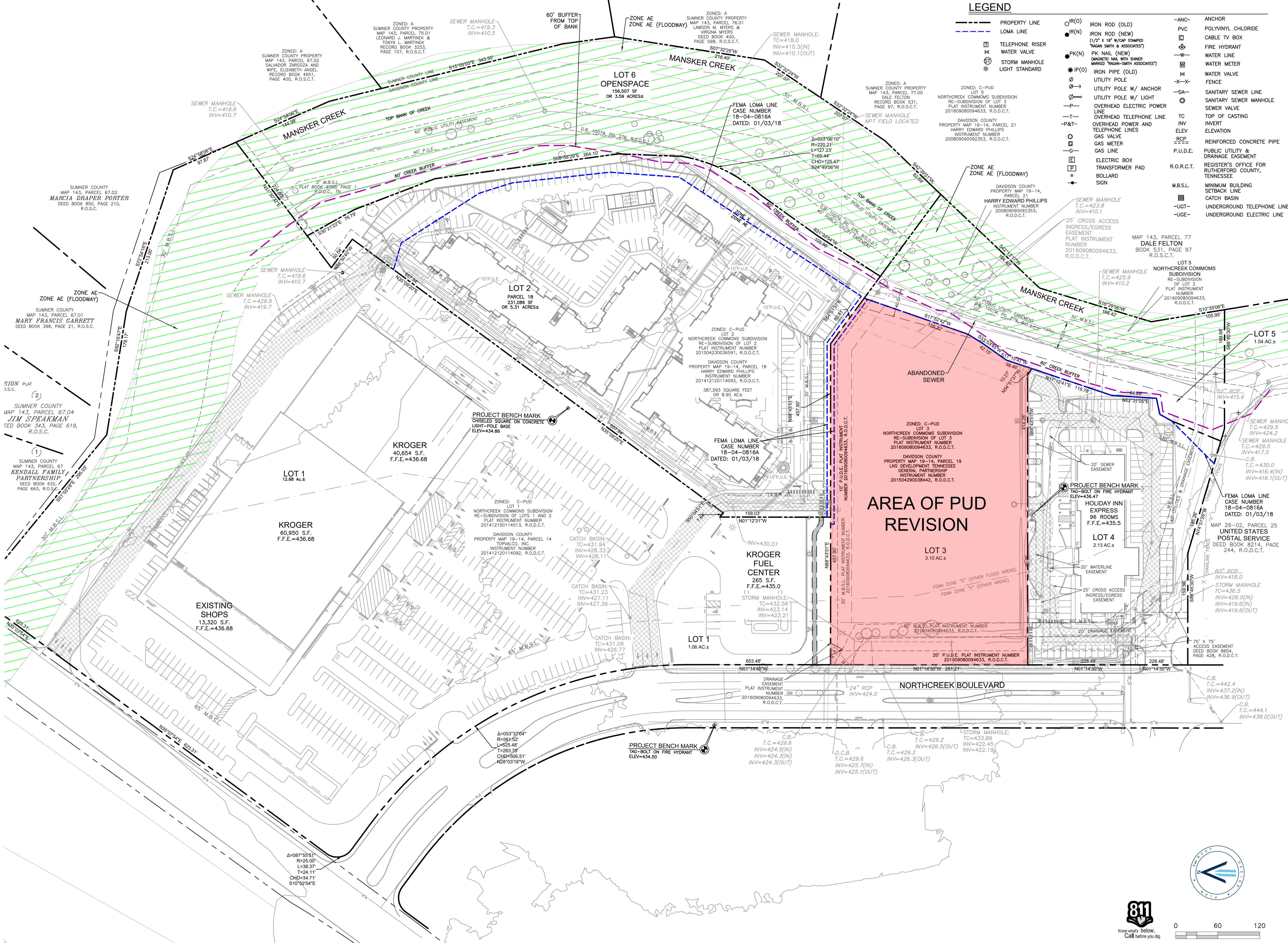
C0.1

Project No.

21-0265

LEGEND

PROPERTY LINE	IRON ROD (OLD)	ANCHOR
LOMA LINE	IRON ROD (NEW)	PVC
TELEPHONE RISER	(1/2" X 18" W/ CAP STAMPED "RAGAN SMITH & ASSOCIATES")	CABLE TV BOX
WATER VALVE	PK NAIL (NEW)	FIRE HYDRANT
STORM MANHOLE	(W/ ANCHOR W/ SHIMMER MARKED "RAGAN-SMITH ASSOCIATES")	WATER LINE
LIGHT STANDARD	IRON PIPE (OLD)	WATER METER
	UTILITY POLE	WATER VALVE
	UTILITY POLE W/ ANCHOR	FENCE
	UTILITY POLE W/ LIGHT	SANITARY SEWER LINE
	OVERHEAD ELECTRIC POWER	SANITARY SEWER MANHOLE
	TELEPHONE LINES	SEWER VALVE
	OVERHEAD TELEPHONE LINE	TOP OF CASTING
	OVERHEAD POWER AND	INVERT
	TELEPHONE LINES	ELEVATION
	GAS VALVE	REINFORCED CONCRETE PIPE
	GAS METER	ELEV
	ELECTRIC BOX	P.U.D.E.
	TRANSFORMER PAD	PUBLIC UTILITY & DRAINAGE EASEMENT
	BOLLARD	R.O.R.C.T.
	SIGN	REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE
		M.B.S.L.
		MINIMUM BUILDING SETBACK LINE
		CATCH BASIN
		UNDERGROUND TELEPHONE LINE
		UNDERGROUND ELECTRIC LINE





Nashville - Murfreesboro - Chattanooga
ragansmith.com



VINTAGE NORTHCREEK PHASE
REVISED PRELIMINARY MASTER PLAN
VINTAGE NORTHCREEK, LLC

TENTH COUNCIL DISTRICT, NORTHCREEK BOULEVARD, CITY OF GOODLETTSVILLE,

Scale: 1"=60'

Date: OCTOBER 20, 2021

Approved By: M. LACKEY

Revisions:

Drawing Title:

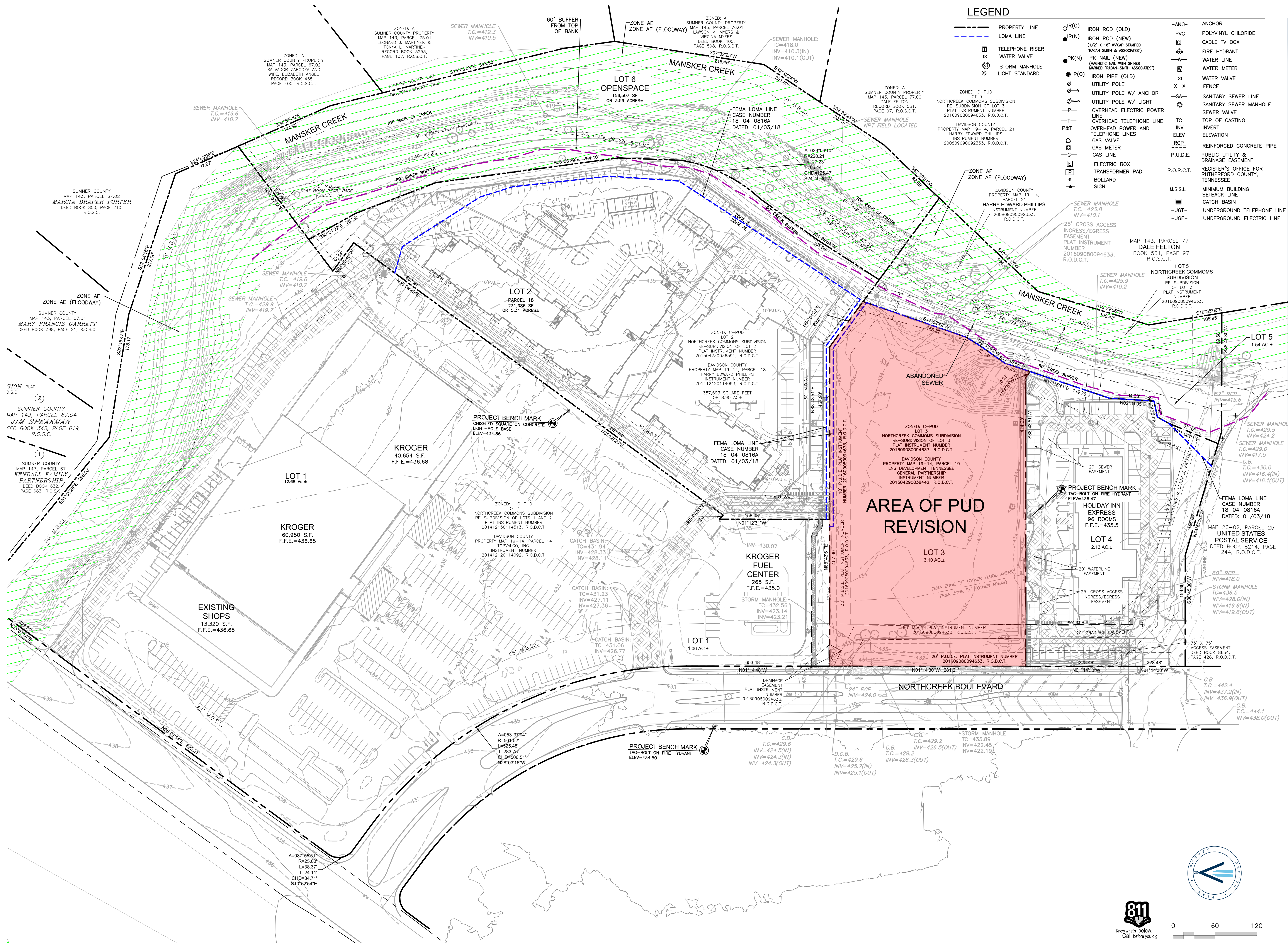
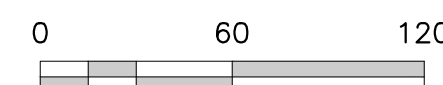
EXISTING
CONDITIONS WITH
TOPO PLAN

Drawing No.

C0.2

Project No. _____

21-0265



121-02851-CIVIL ENGINEERING-2-PLAN SHEET-SIMASTER PLAN-02065 EX01 DWG
 LOTTED BY BARAKA PATTERSON ON: 10/20/2021 3:19 PM LAST UPDATED BY BPATTERSON ON: 10/20/2021 7:43 AM



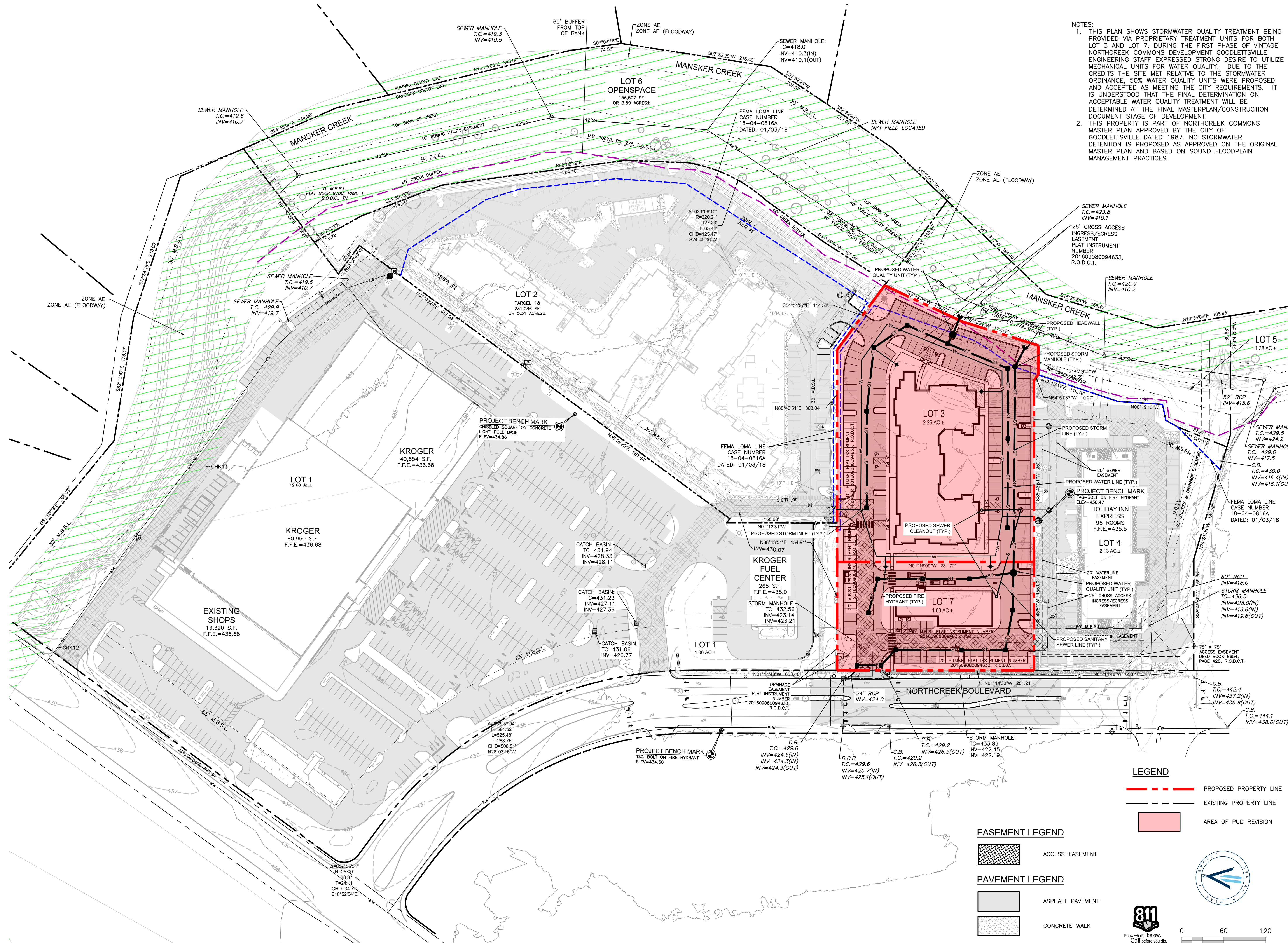
VINTAGE NORTHCREEK PHASE
REVISED PRELIMINARY MASTER PLAN
VINTAGE NORTHCREEK, LLC

TENTH COUNCIL DISTRICT, NORTHCREEK BOULEVARD, CITY OF GOODLETTSVILLE,

SITE LAYOUT, GRADING, DRAINAGE & UTILITIES PLAN

C1.1

Project No.
21-0265



K:\21-0285\1-CIVIL ENGINEERING\2-PLAN SHEET\MASTER PLAN\0285 LAYOUT.DWG
 PLOTTED BY BARAKA PATTERSON ON: 10/20/2021 3:20 PM
 LAST UPDATED BY BPATTERSON ON: 10/20/2021 8:12 AM



RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

VINTAGE NORTHCREEK PHASE 2
REVISED PRELIMINARY MASTER PLAN
VINTAGE NORTHCREEK, LLC

TENTH COUNCIL DISTRICT, NORTHCREEK BOULEVARD, CITY OF GOODLETTSVILLE,
DAVIDSON COUNTY, TENNESSEE

Scale:

Date: OCTOBER 20, 2021

Approved By: M/ LACKEY

Revisions:

Drawing Title:

BUILDING 3
ELEVATIONS

Drawing No.

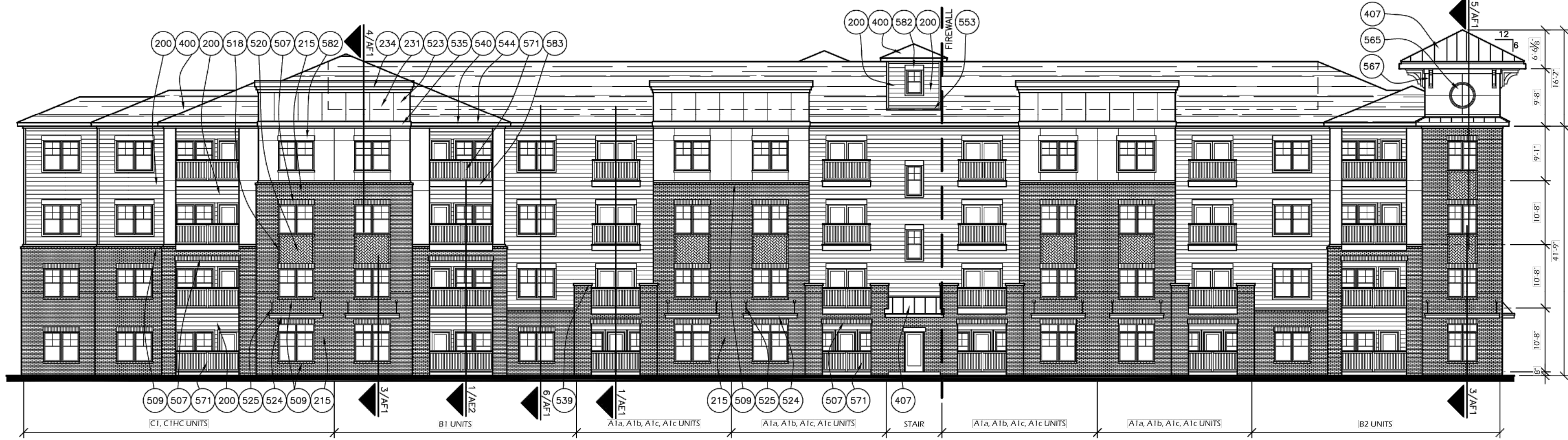
AB7

Project No.

21-0265

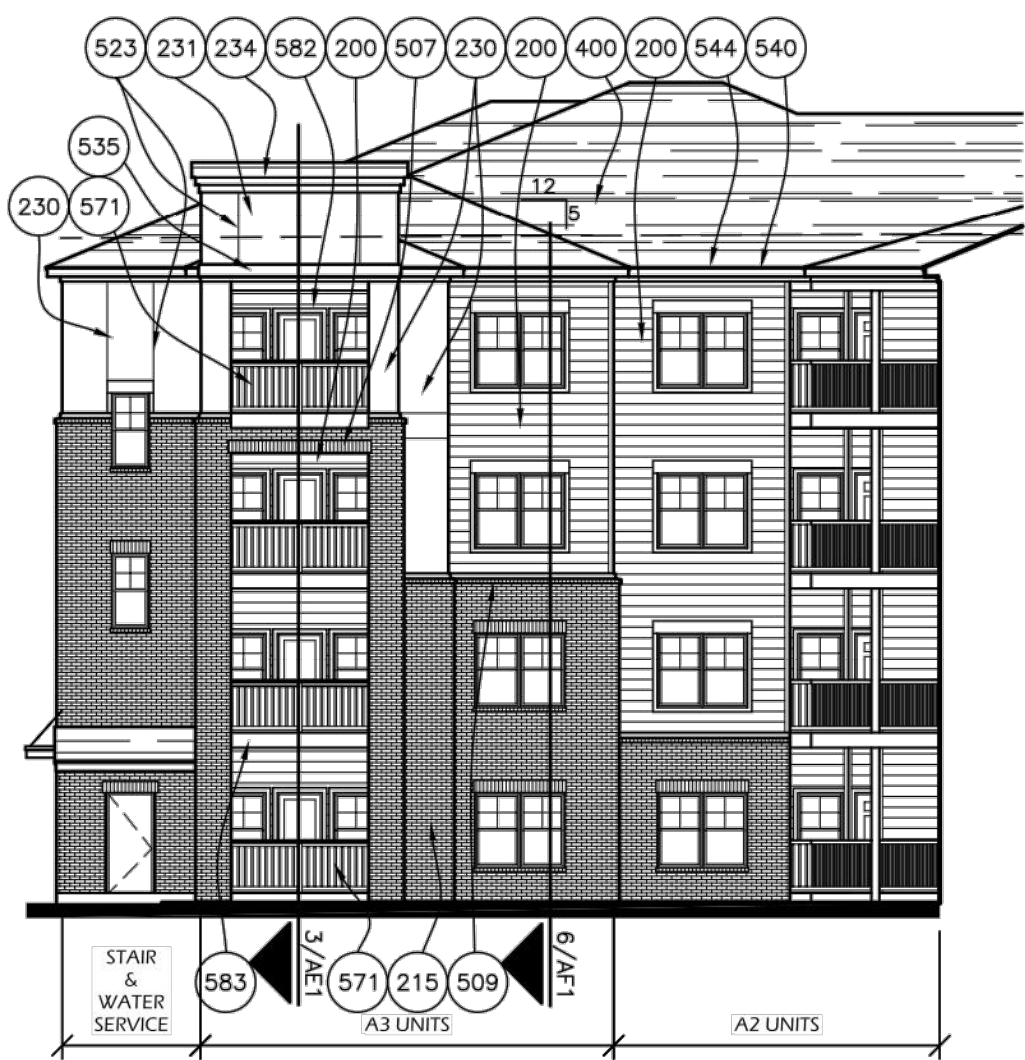
KEYNOTES

200. FIBER-CEMENT SIDING ATTACHED TO MOISTURE RESISTANT BARRIER, AND SHEATHING AND STUDS PER SCHEDULE WITH R-15 BATT INSULATION AND 5/8" FIRE RESISTANT GYPSUM BOARD AT INTERIOR. OMIT INSULATION AT NON-CONDITIONED SPACES.
215. BRICK VENEER ATTACHED TO MOISTURE BARRIER ON SHEATHING AND STUDS WITH R-15 BATT INSULATION AND 5/8" FIRE RESISTANT GYPSUM BOARD AT INTERIOR. REFER TO SCHEDULES FOR SHEATHING TYPE AND STUD SPACING. OMIT INSULATION AT EXTERIOR STORAGE CLOSETS.
230. CEMENT FIBER STUCCO BOARD, INSTALLED PER MFR REQUIREMENTS, ON 1X3 CEMENT FIBER FURRING ON CODE APPROVED DRAINAGE WRAP AS RECOMMENDED BY SIDING MFR. ON SHEATHING ON STUDS WITH R-15 BATT INSULATION AND 5/8" FIRE RESISTANT GYPSUM BOARD AT INTERIOR. OMIT INSULATION AT NON-CONDITIONED SPACE.
231. CEMENT FIBER STUCCO BOARD, INSTALLED PER MFR REQUIREMENTS, ON 1X3 CEMENT FIBER FURRING ON CODE APPROVED DRAINAGE WRAP AS RECOMMENDED BY MFR. ON SHEATHING ON STUDS PER SCHEDULE.
234. PRE-FINISHED ALUMINUM COPING ON FRAMING WITH 5/4x12 ON TWO LEVELS OF 5/4x6 CEMENT FIBER TRIM AS SHOWN ON DETAILS.
235. CEMENT FIBER STUCCO BOARD ON MOISTURE RESISTANT BARRIER, SHEATHING AND PARAPET STUDS. EXTEND VERTICALLY UNDER PARAPET CAP ABOVE.
400. FIBERGLASS ARCHITECTURAL SHINGLES ON #15 FELT ON DECKING PER SCHEDULE ON ROOF TRUSSES WITH R-49 INSULATION WITH 1 LAYERS 5/8" FIRE RESISTANT GYP. BOARD ON RESILIENT CHANNELS AT CEILING OMIT INSULATION OVER NON-CONDITIONED SPACES.
407. STANDING SEAM ROOF ON 3/8" WEATHER BARRIER ON 5/8" PLYWOOD DECKING ON WOOD TRUSSES AT 2'-0" O.C.
507. BRICK SOLDIER COURSE.
509. BRICK ROWLOCK - SLOPE AWAY FROM STRUCTURE.
518. BRICK COURSE PROJECTION 1/2" FROM BRICK FACE.
520. BRICK HERRINGBONE PATTERN AT LOCATIONS SHOWN ON ELEVATIONS.
523. ALUMINUM TRIM BETWEEN CEMENT FIBER PANELS AT LOCATIONS SHOWN ON ELEVATIONS. REFER TO DETAILS AND INSTALL PER MFR. INSTRUCTIONS.
524. PRE-MANUFACTURED ALUMINUM CANOPY WITH INTEGRAL DRAINAGE SYSTEM AT ENDS. SHOP DRAWINGS TO BE PROVIDED FOR REVIEW.
525. TENSION ROD, RE: STRUCTURAL DRAWINGS FOR DETAIL.
535. GALVANIZED FLASHING OVER 5/4x8 ON 5/4x6 AND 5/4x4 CEMENT FIBER TRIM. RE: DETAILS.
539. 4" PRECAST STONE CAP - PITCH TOP FOR DRAINAGE.
540. GALVANIZED DRIP ON ALUMINUM WRAPPED 6" CEMENT BOARD FASCIA TRIM ON TREATED 2x4 SUB-FASCIA ATTACHED TO TRUSS ENDS.
544. GUTTER WITH DOWNSPOUTS AND SPLASH BLOCKS AT GRADE.
553. FLASHING
565. 4'-0" DIAMETER 1x3 WOOD TRIM SURFACED MOUNTED TO CEMENT FIBER STUCCO BOARD.
567. DECORATIVE EAVE BRACKET, PER DETAILS.
571. STANDARD VINYL RAILING SYSTEM WITH TOP RAIL AT 3'-6" A.F.F. AND PICKETS SPACED TO PROVIDE OPENINGS LESS THAN 4" RAILINGS TO HAVE STRUCTURAL POSTS AS REQUIRED BY RAILING MFR. TO MEET PROJECT DESIGN REQUIREMENTS.
582. 5/4x8 FIBER CEMENT TRIM.
583. 7/16x12 CEMENT BOARD TRIM ON BEAM PER FRAMING PLANS.

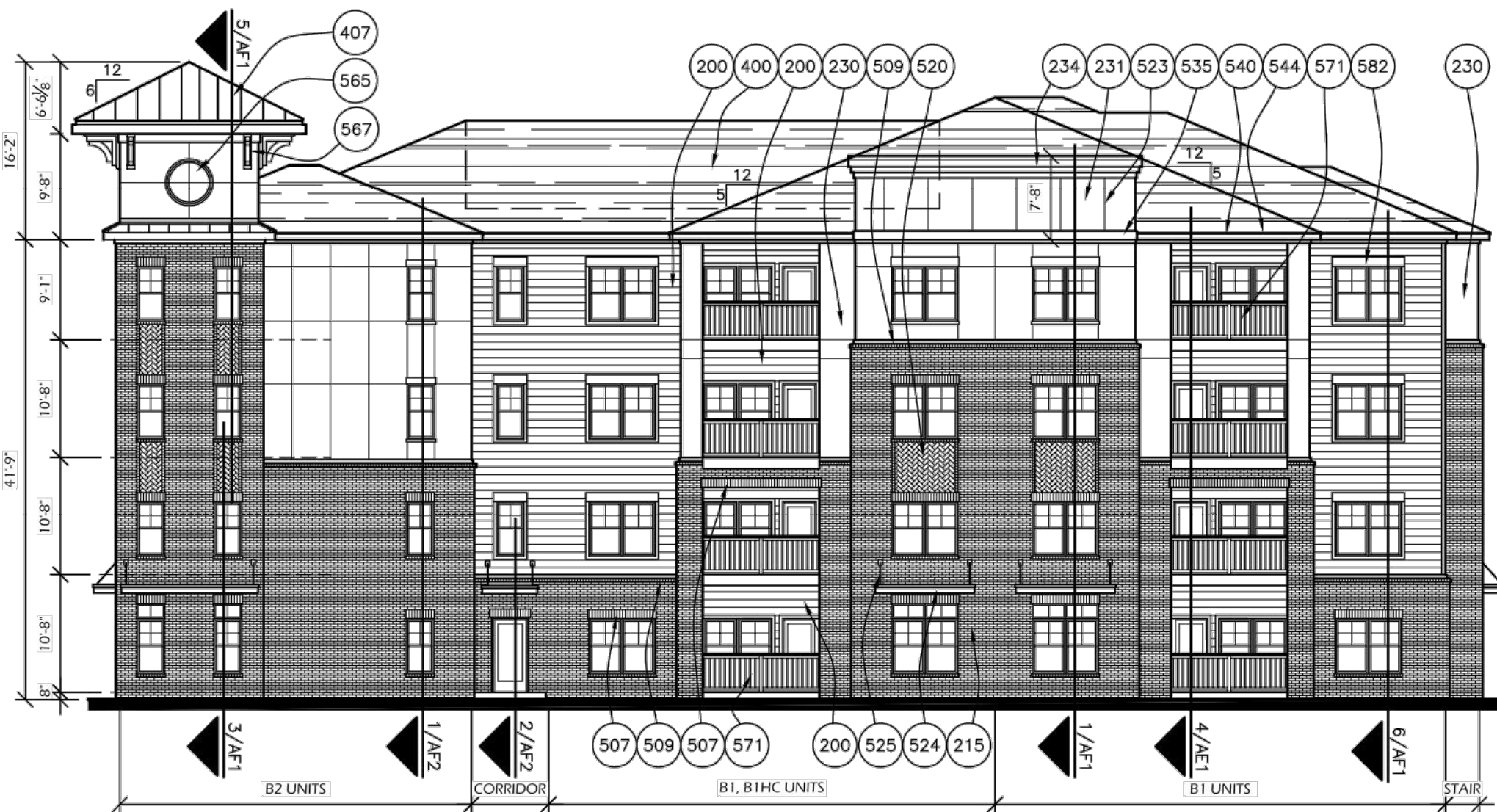


1 BUILDING 3 - NORTH ELEVATION
3/32" = 1'-0"

BUILDING MASONRY CALCULATIONS	
NORTH ELEVATION (1/AB7)	
TOTAL ELEVATION GROSS AREA:	11,042.45 SF
NET AREA W/O OPENINGS:	7,568.70 SF
AREA OF FIBER CEMENT SIDING:	3,763.15 SF
AREA OF MASONRY:	3,805.55 SF
PERCENT MASONRY:	50.28 %
WEST ELEVATION (2/AB7)	
TOTAL ELEVATION GROSS AREA:	5,469.27 SF
NET AREA W/O OPENINGS:	3,910.73 SF
AREA OF FIBER CEMENT SIDING:	1,871.79 SF
AREA OF MASONRY:	2,038.94 SF
PERCENT MASONRY:	52.14 %
WEST COURTYARD ELEVATION (3/AB7)	
TOTAL ELEVATION GROSS AREA:	2,362.11 SF
NET AREA W/O OPENINGS:	1,476.03 SF
AREA OF FIBER CEMENT SIDING:	730.37 SF
AREA OF MASONRY:	745.66 SF
PERCENT MASONRY:	50.52 %



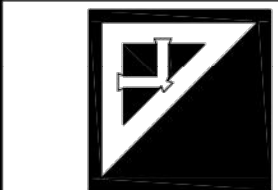
3 BUILDING 3 - WEST COURTYARD
3/32" = 1'-0"



2 BUILDING 3 - WEST ELEVATION
3/32" = 1'-0"

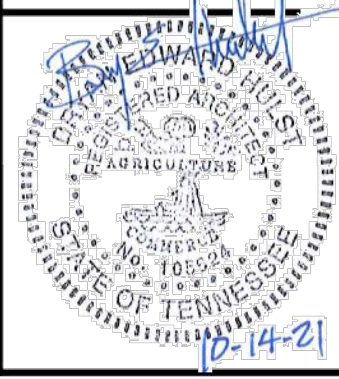


PHASE II



Parker Associates, LLC
2202 E. 49th Street, Suite 200
Tulsa, Oklahoma 74105
918-742-2483

Bryan Hulet - Architect of Record
Tennessee License # 25414



VINTAGE
NORTHCREEK,
LLC
1610 S. CHURCH STREET
MURFREESBORO, TN 37130

JOB NUMBER: 221023
DRAWN BY: SRL/AT,HA,TA
DATE: 09/06/2021

BUILDING 3 ELEVATIONS
SHEET AB7 OF 11



VINTAGE NORTHCREEK PHASE 2
REVISED PRELIMINARY MASTER PLAN
VINTAGE NORTHCREEK, LLC

TENTH COUNCIL DISTRICT, NORTHCREEK BOULEVARD, CITY OF GOODLETTSVILLE,
DAVIDSON COUNTY TENNESSEE

Date: OCTOBER 20, 2021

Approved By: M. LACKEY

Revisions:

Drawing Title:

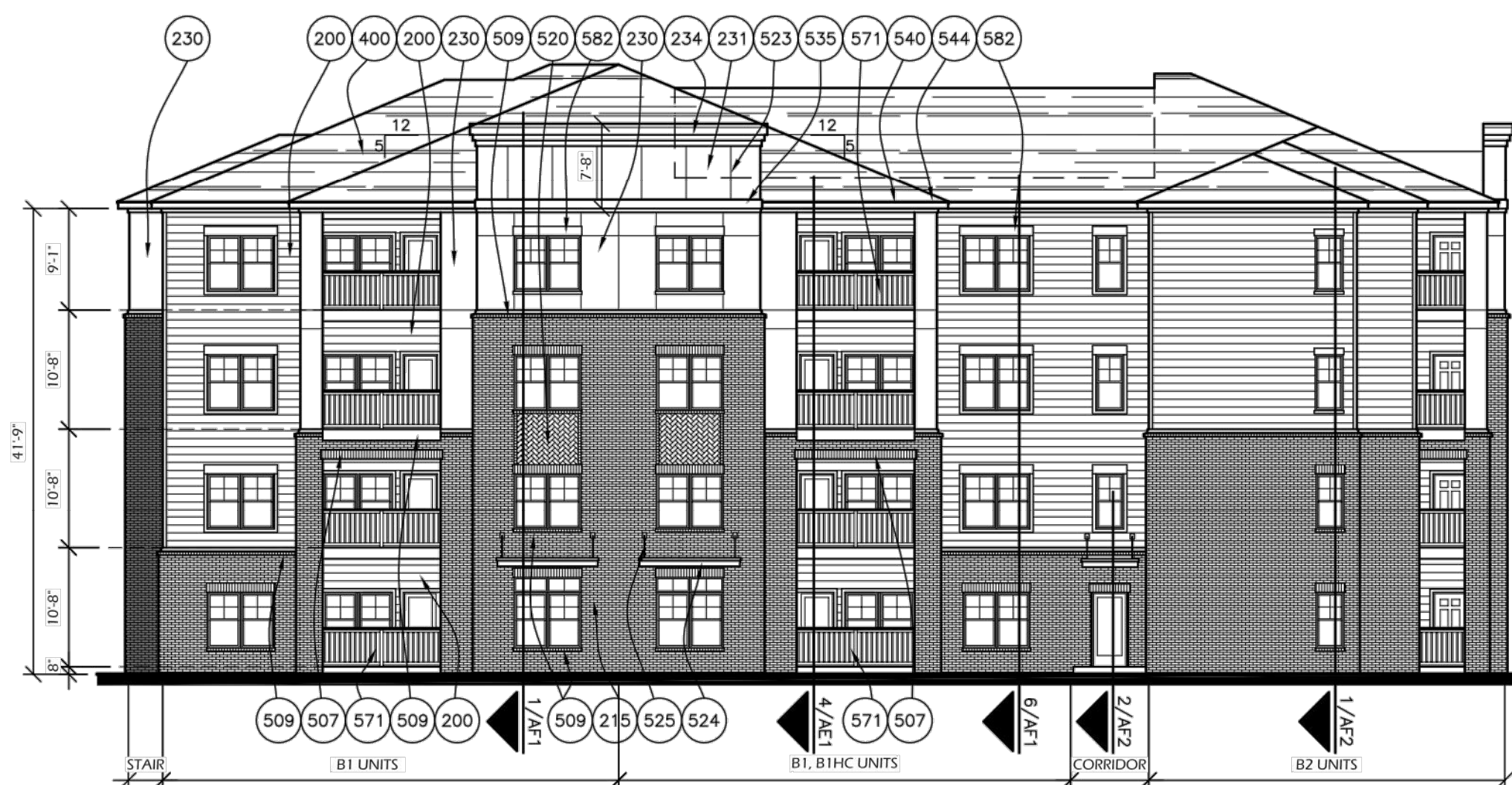
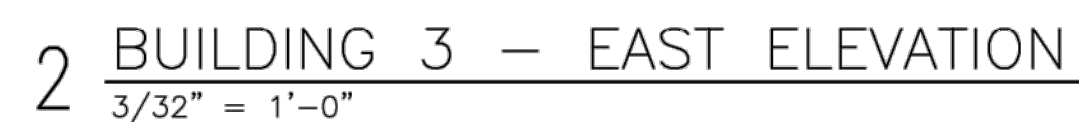
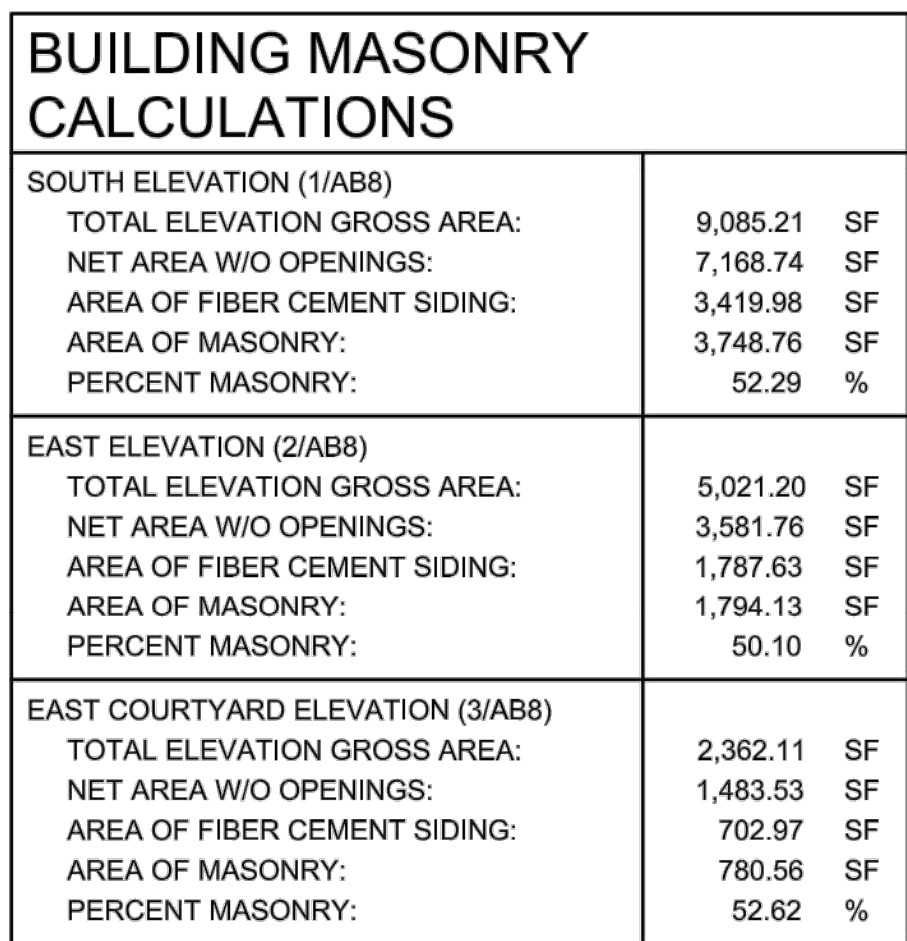
BUILDING 3 ELEVATIONS

Drawing No.

AB8

Project No.

21-0265

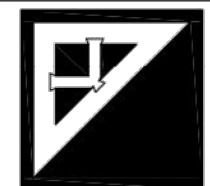


KEYNOTES

200. FIBER-CEMENT SIDING ATTACHED TO MOISTURE RESISTANT BARRIER, AND SHEATHING AND STUDS PER SCHEDULE WITH R-15 BATT INSULATION AND 5/8" FIRE RESISTANT GYPSUM BOARD AT INTERIOR. MEET WITH R-15 BATT INSULATION AND 5/8" FIRE RESISTANT GYPSUM BOARD AT EXTERIOR. REFER TO SCHEDULES FOR SHEATHING TYPE AND STUD SPACING. MEET INSULATION AT EXTERIOR STORAGE CLOSETS.
210. APPROVED FIBER CEMENT SIDING, INSULATION PER MFR REQUIREMENTS, ON 1X3 CEMENT FIBER FURRING ON CODE APPROVED DRAINAGE WRAP AS RECOMMENDED BY SIDING MANUFACTURER. MEET WITH R-15 BATT INSULATION AND 5/8" FIRE RESISTANT GYPSUM BOARD AT INTERIOR. MEET INSULATION AT NON-CONDITIONED SPACES.
220. APPROVED FIBER CEMENT SIDING, INSULATION PER MFR REQUIREMENTS, ON 1X3 CEMENT FIBER FURRING ON CODE APPROVED DRAINAGE WRAP AS RECOMMENDED BY MFR. ON EXTERIOR. MEET WITH R-15 BATT INSULATION AND 5/8" FIRE RESISTANT GYPSUM BOARD AT INTERIOR. MEET INSULATION AT NON-CONDITIONED SPACES.
230. PRE-FINISHED ALUMINUM COPING ON FRAMING WITH 5/4x12 ON TWO LEVELS OF 5/4x6 CEMENT FIBER TRIM AS SHOWN ON DETAILS.
240. FIBERGLASS ARCHITECTURAL SHINGLES ON #15 FELT ON DECKING PER SCHEDULE ON ROOF TRUSSES WITH R-48 INSULATION WITH 1/2" AIR SPACE. MEET WITH R-48 INSULATION ON RESILIENT CHANNELS AT CEILING MEET INSULATION OVER NON-CONDITIONED SPACES.
250. SOLDER COUP- SLOPE AWAY FROM STRUCTURE.
260. BRICK ROWLOCK- SLOPE AWAY FROM STRUCTURE.
270. BRICK HERRINGBONE PATTERN AT LOCATIONS SHOWN ON DETAILS.
280. ALUMINUM TRIM BETWEEN CEMENT FIBER PANELS AT LOCATIONS SHOWN ON ELEVATIONS. REFER TO DETAILS AND SPECIFICATIONS FOR MFR.
290. PRE-MANUFACTURED ALUMINUM CANOPY WITH INTEGRAL DRAINAGE SYSTEM AT ENDS. SHOP DRAWINGS TO BE SUBMITTED FOR REVIEW.
300. TENSION ROD- RE-STRUCTURAL DRAWINGS FOR DETAIL.
310. GALVANIZED FLASHING OVER 5/4x8 ON 5/4x6 AND 5/4x6 CEMENT BOARD. REFER TO DETAILS FOR OPENING DETAIL.
320. GALVANIZED Drip ON ALUMINUM WRAFTER 6" CEMENT BOARD FASCIA TRIM ON TREATED 2x4 SUB FASCIA BLOCKS ATTACHED TO TRUSS ENDS.
330. GUTTER WITH DOWNSPOUTS AND FLASH BLOCKS AT GRADE.
340. STANDARD VINYL RAILING SYSTEM WITH TOP RAIL AS 3"4" A.F.F. 1/2" SPACING. MEET WITH 1/2" SPACING. MEET WITH 1/2" RAILINGS TO HAVE STRUCTURAL POSTS AS REQUIRED BY RAILING MFR. MEET PROJECT DESIGN REQUIREMENTS.
350. 2x6 REMEDIATION STUDS PER FRAMING PLAN.
360. 7/16x12 CEMENT BOARD TRIM ON BEAM PER FRAMING PLANS.



PHASE II



Parker Associates Tulsa, LLC
2202 E. 49th Street, Suite 200
Tulsa, Oklahoma 74105
918-742-2485

VINTAGE
NORTHCREEK,
LLC
1610 S. CHURCH STREET
MURFREESBORO, TN 37132

JOB NUMBER: 221023
DRAWN BY: SRL,AT,HA,TA
DATE: 09/06/2021

BUILDING 3 ELEVATIONS

SHEET NUMBER AB8 OF

CS-21-02051-CIVIL ENGINEERING-2-PLAN SHEETS-MASTER PLAN-2025 ARCH.DWG
PLOTTED BY BARAKA PATTERSON ON: 10/20/2021 3:20 PM
LAST UPDATED BY BRATTERTON ON: 10/20/2021 2:44 PM



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1019</u> An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an automated car wash use in the convenience commercial classification in the CPUD, Commercial Planned Unit Development Zoning District. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 21-1019 Dept. of Origin: Planning For Agenda of: December 9, 2021 Originator: Addam McCormick Cost of Item: N/A
---	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1019

SUMMARY STATEMENT:

An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an automated car wash use in the convenience commercial classification in the CPUD, Commercial Planned Unit Development Zoning District.

FINANCIAL SUMMARY:

See Attached Ordinance

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1019.

ORDINANCE 21-1019

AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF GOODLETTSVILLE, TO INCLUDE AN AUTOMATED CAR WASH USE IN THE CONVENIENCE COMMERCIAL CLASSIFICATION IN THE CPUD, COMMERCIAL PLANNED UNIT DEVELOPMENT ZONING DISTRICT

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

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

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to providing for the gradual elimination of those uses of land, buildings and structures which do not conform to the standards of the districts in which they are respectively located; and,

WHEREAS, the Goodlettsville Planning Commission's review included the proposed use would be considered a favorable use under the convenience commercial zoning classification within the CPUD, Commercial Planned Unit Development zoning classification and not within other commercial zoning districts permitting convenience commercial uses; and,

WHEREAS, the Goodlettsville Planning Commission's review included an existing non-conforming car wash in the CPUD, Commercial Planned Unit Development zoning district proposed to be demolished and rebuilt and the proposed property and business ownership's concern with property development investment with an alteration and continuation of a car wash non-conforming use; and,

WHEREAS, the Goodlettsville Planning Commission' review determined that with the proposed quality and improvement of the site that the proposed use was determined to be a permitted use in the CPUD, Commercial Planned Unit Development zoning district; and,

WHEREAS, The Goodlettsville Planning Commission at the November 1, 2021 regularly scheduled meeting reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners.

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

SECTION 1. That Ordinance No. 06-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended by adding an automated car wash use under the Convenience Commercial use classification limited to the CPUD, Commercial Planned Unit Development zoning district including amended section 14-202 Use Classification (6)(h)(xi) as listed in "EXHIBIT A" and amended referenced in Appendix A- Table 1 Land Use Activity Matrix as listed in "EXHIBIT B".

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

from the date of its final passage, the public welfare demanding it.

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

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

Mayor Rusty Tinnin

Passed First Reading:_____

Passed Second Reading:_____

City Recorder

Approved as to Form and Legality

City Attorney

ORDINANCE 21-1019

“EXHIBIT A”

Zoning Ordinance Section 14-202 (6)(h)(xi)

Amendments: **bold underline italics**

h) Convenience commercial includes the retail sale, from the premises, of groceries, drugs and other frequently needed personal convenience items, as well as the provision of personal convenience services that are typically needed frequently or recurrently; provided that no establishment shall exceed five thousand (5,000) square feet of gross floor area **unless noted below.**

(i) Bakeries

(ii) Barber shops

(iii) Beauty shops

(iv) Drug stores

(v) Grocery stores

(vi) Hardware stores (no outside storage)

(vii) Laundry and dry cleaning pick-up stations

(viii) News stands (excluding adult bookstores as defined)

(ix) Self-service gasoline pumps, excluding fuel services for trucks over ten thousand (10,000) pounds in gross vehicle weight

(x) Shoe repair services

(xi) Automated car washes for passenger vehicles in the CPUD Zoning Districts. The non-customer services areas are excluded from the square footage limitation.

ORDINANCE 21-1019

“EXHIBIT B”

APPENDIX A																									
TABLE I																									
LAND USE ACTIVITY MATRIX																									
ZONING DISTRICTS																									
ACTIVITY												CP CPL GO RO													
		LDR MDR HDR										INT **** PUD										IR IG			
PERMANENT RESIDENTIAL																									
Dwelling, attached	N	N	N	N	N	N	N	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Dwelling, one-family detached	P	P	P	P	P	P	P	P	P	P	N	C	N	N	N	N	N	N	N	N	N	N	N	N	N
Dwelling, two-family detached	N	N	N	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Dwelling, semi-detached	N	N	N	N	P	P	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Dwelling, multi-family	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Dwelling, mobile home	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Bed & Breakfast Homestay	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Mobile Home Park	N	N	N	N	N	C	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N
SEMI PERMANENT RESIDENTIAL																									
COMMUNITY FACILITY ACTIVITIES																									
Administrative	C	C	C	C	C	C	N	P	N	N	P	P	P	P	P	N	P	P	P	P	P	P	P	P	P
Community Assembly	N	N	N	N	N	N	P	P	P	N	C	P	P	P	C	N	P	P	P	N	P	P	P	P	P
Community Education	C	C	C	C	C	C	P	C	P	N	C	C	C	N	C	N	N	N	N	N	N	N	N	N	N
Cultural and Recreation Services	C	C	C	C	C	C	C	C	C	N	C	P	P	N	C	N	P	N	P	N	N	N	N	N	N
Essential Services	C	C	C	C	C	C	C	N	C	C	C	C	P	P	C	N	P	P	P	P	P	P	P	P	P
Extensive Impact	N	N	N	N	N	N	N	N	N	N	N	C	C	C	C	N	N	N	N	N	N	C	C	C	C
Health Care	N	N	N	N	N	N	N	N	N	N	P	P	P	C	N	N	P	N	P	N	N	N	N	N	N
Institutional Care	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Intermediate Impact	C	C	C	C	C	C	P	**	P	N	C	C	C	C	C	N	N	N	N	N	N	C	C	C	C
Personal & Group Care	**	**	**	**	**	**	**	N	P	**	C	C	C	C	C	N	P	N	P	N	C	C	C	C	C
Religious Facilities	C	C	C	C	C	C	N	N	N	N	N	P	P	C	N	N	C	N	N	N	C	N	C	N	C
COMMERCIAL ACTIVITIES																									
Animal Care & Veterinarian Services	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	P	N	N	N	P	P	P	P
Automotive Parking	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	P	P	P	P	P	P	P	P
Automotive Repair and Cleaning	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	P	P	P	P
Automotive Servicing	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	P	P	P	P
Building Materials and Farm Equipment	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	P	P	P	P
Consumer Repair Services	N	N	N	N	N	N	N	N	N	N	N	C	P	P	C	N	P	P	P	P	P	P	P	P	P
Construction Sales & Services	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	P	P	P	P
Convenience Commercial	N	N	N	N	N	N	N	N	P***	N	N	P	P	P	N	P	***	P	P	P	P	P	P	P	P
Entertainment & Amusement Services	N	N	N	N	N	N	N	N	N	N	C	C	P	P	N	N	P	P	N	N	N	N	N	N	N
Financial, Consultive, & Administrative	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	P	P	P	P	N	P	P	P	P
Food & Beverage Services	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Food Service Drive-In & Drive-thru	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	P	N	N	N	P	P	P	P
General Business & Communication Service	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	P	P	P	N	N	P	P	P	P
General Personal Services	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	N	P	P	P	P	P	P	P	P	P
General Retail Trade	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Group Assembly	N	N	N	N	N	N	N	N	N	N	N	C	N	C	N	P	N	N	N	N	N	N	N	N	N
Medical Services	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	P	P	P	P	P	P	P	P	P
Scrap Operations	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Transient Habitation: Hotel	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N	N	N	N	N	N	N	N
Transient Habitation: Motel	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	P	P	N	N	N	N	N	N	N	N
Transient Habitation: Extended Stay Hotel/Motel	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	P	P	N	N	N	N	N	N	N	N
Transient Habitation: Short Term Rental Property	N	N	N	N	N	N	N	N	N	N	N	P	P	P	P	N	N	N	N	N	N	N	N	N	N
Transient Habitation: SRO	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Transport & Warehousing	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	P	P	P	P
Undertaking Services	N	N	N	N	N	N	N	N	N	N	N	P	P	P	N	N	P	N	N	N	N	N	N	N	N
Vehicular, Craft & Related Equipment Sales	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	N	N	N	P
Wholesale Sales	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	P	N	P	N	P	P	P	P	P
Tourist Oriented Limited Manufacturing****	N	N	N	N	N	N	N	N	N	N	N	C	C	C	C	C	C	N	N	N	C	N	N	N	N
MANUFACTURING ACTIVITIES																									
Limited	N	N	N	N	N	N	N	N	N	N	N	N	N	P	N	N	N	N	N	N	N	P	P	P	P
Intermediate	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
High Technology Manufacturing, Assembly, Process	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	P	P	P	P
Extensive	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
AGRICULTURAL, RESOURCE PRODUCTION & EXTRACTIVE ACTIVITIES																									
Agricultural Services	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Crop & Animal Raising	P	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Mining & Quarrying	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Plant & Forest Nurseries	P	C	N	N	N	N	N	N	N	N	N	N	P	P	N	N	N	N	N	N	N	N	N	N	N
Confined Animal Feeding Operations	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
*Mobile Home Park																									
**All such facilities are prohibited with the exception of Day Care Homes as defined in Section 14-1409(e)(2)(g) which shall be permitted by conditional use																									
***May be considered only when the PUD contains 200 dwelling units or more.																									
**** Interchange Overlay District limitation of uses per Ordinance 13-806. Retail limited to convenience market in relation to a fuel and service station.																									
***** Tourist Oriented Limited Manufacturing: Limited manufacturing permitted in CG and IR zoning districts and conditional use would only apply for alcoholic beverages.																									
High Technology Manufacturing, Assembly, and Processings per Ordinance# 12-784																									
*****Convenience Commercial- Automated Car Wash permitted only in CPUD, Commercial Planned Unit Development per Ordinance# 21-1019																									



AGENDA SUMMARY SHEET
Board of Commissioners
City of Goodlettsville

SUBJECT TITLE: ORDINANCE 21-1020

An ordinance of Goodlettsville, Tennessee, for the purpose of amending the Goodlettsville Zoning Ordinance regulating development within the corporate limits of Goodlettsville, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program, by adopting the new FEMA Flood Insurance Rate Map.

SECOND READING & PUBLIC HEARING

PRESENTED BY:

Tim Ellis, City Manager
Addam McCormick, Planning Dir.

Agenda Item: Ordinance 21-1020

Dept. of Origin: Planning

For Agenda of: December 9, 2021

Originator: Addam McCormick

Cost of Item: N/A

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1020

SUMMARY STATEMENT:

An ordinance of Goodlettsville, Tennessee, for the purpose of amending the Goodlettsville Zoning Ordinance regulating development within the corporate limits of Goodlettsville, Tennessee, to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program, by adopting the new FEMA Flood Insurance Rate Map.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1020.

ORDINANCE NO. 21-1020

AN ORDINANCE OF GOODLETTSVILLE, TENNESSEE, FOR THE PURPOSE OF AMENDING THE GOODLETTSVILLE ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF GOODLETTSVILLE, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM, BY ADOPTING THE NEW FEMA FLOOD INSURANCE RATE MAP.

WHEREAS, The Goodlettsville, Tennessee, and its City Commission wishes to maintain eligibility in the National Flood Insurance Program (“NFIP”) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3; and

WHEREAS, areas of the Goodlettsville, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages; and

WHEREAS, the Legislature of the State of Tennessee has, in Tenn. Code Ann. §§ 13-7-201 through 13-7-210, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, having already adopted a Floodplain District in Subsection 14-209 of the Goodlettsville Zoning Ordinance, the City Commission now wishes to amend the Goodlettsville Zoning Ordinance to repeal and adopt the new model flood damage prevention ordinance dated February 25, 2022

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE Goodlettsville, TENNESSEE that the Section 14-209 shall be deleted and replaced with the following:

ORDINANCE NO. 21- 1020

MUNICIPAL FLOODPLAIN ZONING ORDINANCE

AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF GOODLETTSVILLE, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF GOODLETTSVILLE, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Section A. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Goodlettsville, Tennessee, Mayor and the Goodlettsville City Commission, do ordain as follows:

Section B. Findings of Fact

1. The City of Goodlettsville, Tennessee, Mayor and its City Commission wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of the City of Goodlettsville, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. Objectives

The objectives of this Ordinance are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To maintain eligibility for participation in the NFIP.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see **"Special Flood Hazard Area"**.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see **"Existing Construction"**.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or "Floodprone Area" means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood

hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or **"Flood-related Erosion Prone Area"** means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the City of Goodlettsville, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the

effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see **"Base Flood"**.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets

and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. GENERAL PROVISIONS

Section A. Application

This Ordinance shall apply to all areas within the incorporated area of the City of Goodlettsville, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of Goodlettsville, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) dated February 25, 2022 and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47037C0136H dated April 5, 2017, 47165C0264H, 47165C0270H, 47165C0376H, 47165C0377H, 47165C0378H, 47165C0379H, 47165C0381H and 47165C0383H dated February 26, 2021 and 47037C0126J, 47037C0128J, 47037C0129J and 47037C0137J dated February 25, 2022 along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

Section C. Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

Section D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Goodlettsville, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

Section H. Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Goodlettsville, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. ADMINISTRATION

Section A. Designation of Ordinance Administrator

The Planning Director is hereby appointed as the Administrator to implement the provisions of this Ordinance.

Section B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage
 - a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
 - b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
 - c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.
 - d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
 - e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.

- A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

Section C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.

2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.
8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of Goodlettsville, Tennessee FIRM meet the requirements of this Ordinance.
11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
12. A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to

submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than two (2) feet above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than two (2) feet above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured

home parks or subdivisions, must meet all the requirements of new construction.

- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than two (2) feet above the level of the Base Flood Elevation or
 - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).
- c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home

parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
2. A community may permit encroachments within within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.
2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of Goodlettsville, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. Standards For Areas of Shallow Flooding (Zone AO)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where

the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.
2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(1) (c) and Article V, Section B(2).
3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section G. Standards For Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section H. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section I. Standards for Unmapped Streams

Located within the City of Goodlettsville, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.

2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V
3. ONLY if Article V, Section I, provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

ARTICLE VI. VARIANCE PROCEDURES

Section A. Municipal Board of Zoning Appeals

1. Authority

The City of Goodlettsville, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. Procedure

Meetings of the Municipal Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Municipal Board of Zoning Appeals shall be open to the public. The Municipal Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Municipal Board of Zoning Appeals shall be set by the City Commission.

3. Appeals: How Taken

An appeal to the Municipal Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Municipal Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of \$ 200 dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Municipal Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Municipal Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than thirty (30) days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Municipal Board of Zoning Appeals shall have the following powers:

a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The City of Goodlettsville, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Municipal Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Municipal Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.

- 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. Conditions for Variances

1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. LEGAL STATUS PROVISIONS

Section A. Conflict with Other Ordinances

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, Tennessee, the most restrictive shall in all cases apply.

Section B. Severability

If any section, clause, provision, or portion of this Ordinance shall be held to be 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 of itself invalid or unconstitutional.

Section C. Effective Date

This Ordinance shall become effective on February 25, 2022, in accordance with the Charter of the City of Goodlettsville, Tennessee, and the public welfare demanding it.

Approved and adopted by the City of Goodlettsville, Tennessee, Mayor and the Goodlettsville City Commission.

Mayor of Goodlettsville, Tennessee

City Attorney

Attest: _____
City Recorder

Date of Public Hearing

1st Reading _____

2nd Reading _____

Date of Publication of
Caption and Summary



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1021</u> An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include revised standards for temporary uses. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 21-1021 Dept. of Origin: Planning For Agenda of: December 9, 2021 Originator: Addam McCormick Cost of Item: N/A
--	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1021

SUMMARY STATEMENT:

An ordinance to amend Ordinance 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include revised standards for temporary uses.

FINANCIAL SUMMARY:

See Attached Ordinance

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1021.

ORDINANCE 21-1021

AN ORDINANCE TO AMEND ORDINANCE 06-674 AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF GOODLETTSVILLE, TO INCLUDE REVISED STANDARDS FOR TEMPORARY USES

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

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

WHEREAS, the Goodlettsville Planning Commission's review included the review and approval process for major temporary uses in and adjacent to residential zoning districts and the increased staff review process per the defined ordinance process; and,

WHEREAS, the Goodlettsville Planning Commission's review included the limited benefits of temporary uses and the need to define maximum operation timelines of the uses; and,

WHEREAS, The Goodlettsville Planning Commission at the November 1, 2021 regularly scheduled meeting reviewed and discussed this proposed amendment and voted to recommend its passage to the Board of Commissioners.

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

SECTION 1. That Ordinance No. 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 by deleting in its entirety section 14-208 (1) (o) Temporary Uses and replacing with new section 14-208 (1)(o) Standards for Specific Temporary Uses section as listed in "EXHIBIT A."

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

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

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

Mayor Rusty Tinnin

Passed First Reading: _____

City Recorder
Approved as to Form and Legality

Passed Second Reading: _____

City Attorney

ORDINANCE 21-1021

“EXHIBIT A”

14-208 (o) Standards for Specific Temporary Uses

Temporary uses include special events which by their nature continue for the limited period of time provided in this ordinance. Temporary uses may occur indoors or outdoors, on improved or unimproved property, and should be consistent with the zoning for that property and its uses. Such temporary uses require regulation because they may result in street closures, traffic and parking needs, temporary buildings, electrical connections, portable restrooms, the use of flammable materials. Temporary uses may be classified as major or minor. The Board of Zoning and Sign Appeals shall review all major uses in residential zoning districts and when located in a non-residential zoning district when proposed to be operated within 500 feet of a residential zoning district. Major temporary uses require a temporary use permit including temporary use permit fee. Minor temporary use requires a temporary use permit excluding fee. The Planning Director shall review all minor temporary use permits. The temporary use time limits apply to both property and applicant use.

- (i) **Charitable Activities and Outside Meetings:** Maximum thirty (30) days per year permitted in all zoning districts. Such use must be sponsored by a public agency, religious institution, civic group, school, or other charitable non-profit organization. Such uses must be located on the site of the sponsor organization. **(Minor)**
- (ii) **Carnival, Circus, Fair, Festival:** Maximum seven (7) operating days within a fourteen (14) day period once a year in the CC, CG, CS, CSL, CPUD, IR zoning districts. The hours of operation for such uses shall be limited to between 9 AM and 11 PM. Items to address lighting, noise, and traffic plans must be submitted as part of the temporary use permit. No use permitted within 500 feet of a low or medium density residential zoning district. **(Major)**
- (iii) **Outdoor Displays, Sales of Foods or Merchandise:** Maximum sixty (60) days per year in CC, CG, CS, CSL, CPUD, CPUDL and Industrial zoning districts. A temporary use permit may be issued for outdoor displays and sales conducted either as a part of an existing business or as a free-standing use in any commercial or industrial district provided that adequate parking and traffic circulation is available and any existing business operations will not be disrupted. Food Trucks regulated by Zoning Ordinance 14-206 (5)(h) and 9-506. Maximum sixty (60) days per year in the Agricultural zoning district for products grown on the property. **(Major)**
- (iv) **Construction or Sales Office or other structures associated with the development of property:** Permitted for length of construction period in all zoning districts. Construction offices, and all other structures associated with the development of the property, shall be removed upon completion of construction project. Such uses must be located on the same site as the development/construction with which they are associated. Such structures shall meet the required setbacks for the applicable zoning district to extent practicable given the location of existing buildings and improvements on the site and the location of permitted construction areas.

Such structures may not be regularly occupied by anyone except construction or sales personnel. **(Minor)**

- (v) **Temporary Dwelling Unit in Cases of Special Hardship:** In any residential district, a temporary use permit may be issued to place a mobile or modular home temporarily on a lot in which the principal structure was destroyed by fire, explosion, or natural phenomena. The purpose of such placement temporarily shall be to provide shelter for only the residents of the principal structure during the period of reconstruction and to prevent exceptional hardship on the same. Water supply and appropriate sewage disposal must be available. Such permit may be initially issued for nine (9) months, with one (1) extension for up to six (6) months maybe granted only in case with an on-going reconstruction project **(Minor)**
- (vi) **Outdoor Performances:** Maximum three (3) day outdoor plays or musical performances in all commercial or industrial district as a part of an existing business or as a free-standing use provided that adequate parking and traffic circulation is available and any existing business operations will not be disrupted, provided further, that in the event amplified sound systems are used, such sound shall not be a public nuisance nor be conducted later than 11:00 P.M. A temporary use permit may be issued for outdoor plays or musical performances in any residential or agricultural district provided that any traffic generated by the temporary use shall not use minor residential or neighborhood streets and can be accommodated on major thoroughfares or collector streets, and provided further, that in the event amplified sound systems are used, such sound shall not be a public nuisance nor be conducted later than 9:00 P.M. Such permits in residential and agricultural district are limited to two (2) days no more than three (3) times per year. **(Major)**
- (vii) **Christmas Tree/Holiday Merchandise Sale:** Maximum sixty (60) days in any zoning district for the display and/or sale of Christmas trees/Holiday merchandise and not regulated as a Special Lighting Exhibit and Holiday Lighting Display. **(Major)**
- (viii) **Commercial Special Lighting Exhibits and Holiday Lighting Displays:** Maximum sixty (60) days in any commercial and industrial zoning district as a part of an existing business or as a free-standing use provided that adequate parking and traffic circulation is available and any existing business operations will not be disrupted, provided further, that in the event amplified sound systems are used, such sound shall not be a public nuisance nor be conducted later than 11:00 P.M. A temporary use permit may be issued in any residential or agricultural district provided that any traffic generated by the temporary use shall not use minor residential or neighborhood streets and can be accommodated on major thoroughfares or collector streets, and provided further, that in the event amplified sound systems are used, such sound shall not be a public nuisance nor be conducted later than 9:00 P.M. **(Major)**
- (xi) **Exempt Uses:**

City, state, federal, school district, community college district, or other public agencies' event(s) when conducted wholly on that agency's public property or with the consent of another public property owner and which will not require public road closures or significantly impact on traffic on adjacent public streets; and

(x) Other Temporary Uses:

For temporary uses that are not listed in this Chapter, the Planning Director may determine whether such use should be regulated as a minor or major use and the request be reviewed by the Board of Zoning and Sign Appeals. This determination shall be based upon the similarities and differences with the above listed uses and an assessment of the proposed temporary use's compatibility with the zoning district and surrounding land uses. Garage and Yard Sales not to exceed three (3) sales a year per property with only normal household items permitted to be sold. Garage and Yard Sale permits available in the customer service center. On-site auction and estates sales not to exceed three (3) days.

(xi) Procedures for Issuance of Permit

Application and Fee. Applications for a temporary use permit shall be made to the Community Development Department on forms provided for that purpose. Forms shall include the name and address of the applicant, the location of the proposed use (including an APN number), a detailed description of the proposed use including use of buildings and other areas, and a description of how the applicant will meet the requirements for issuance of the permit. The application will not be processed until the Planning Director deems it complete and all applicable fees have been paid. The applicant is responsible for the submission of all information necessary to make a determination regarding the temporary use permit.

- (a) **Time of Application:** The applicant should be submitted at least 60 days in advance of the first date of the proposed use.
- (b) **Planning Director Review and Approval:** A minor or a major temporary use may be approved, conditionally approved, or denied administratively without notice or hearing. Notwithstanding, the Planning Director may refer such application to the Board of Zoning and Sign Appeals for a noticed public hearing.
- (c) **Board of Zoning and Sign Appeals Review and Approval:** A major temporary use which impacts surrounding land uses or which requires a negative declaration or mitigated negative declaration shall be approved conditionally approved or denied by the Board of Zoning and Sign Appeals after a noticed public hearing. Notice shall be given as set out in the City of Goodlettsville Board of Zoning and Sign Appeals requirements.
- (d) **Appeal:** Decisions of the Planning Director may be appealed to the Board of Zoning and Sign Appeals and decisions of the Board of Zoning and Sign Appeals may be reviewed to the City Commission as a zoning ordinance amendment request.
- (e) **Extension:** An extension of a temporary use permit cannot be granted; a new use for different time frames requires a new application.
- (f) **Transfer:** No permit shall be transferable to another location or to another permittee.
- (g) **Suspension and/or Revocation:** The permit may be suspended effective immediately by the Planning Director pending revocation in the same manner as granted in the event that the permit was obtained by fraud or misrepresentation; the permittee fails or refuses to comply with the conditions of the permit or violates any

applicable state law or regulation; circumstances have changed so that the findings required may not be made.

- (h) Posting: The permit (along with any other required permits) shall be posted on the premises where the event is conducted and/or a copy of the permit must be in the possession of the person responsible for the event at all times while it is occurring.

(xii) Findings Required for Issuance of Permit

In order to approve or conditionally approve a temporary use permit, all of the following findings shall be made:

- a) The proposed temporary use is compatible with the zoning, nature, character and use of the surrounding area; and
- b) The temporary use will not adversely affect the adjacent uses, buildings, or structures (with or without mitigation); and
- c) The nature of the proposed temporary use is not detrimental to the public health, safety, or welfare of the community.

(xiii) Requirements for Permit Issuance

No minor or major temporary use permit shall be issued unless the use meets the following criteria:

- a) Activities shall not block, restrict, or impair any of the following:
 - i. The public's complete view of another business or activity; and
 - ii. The view or visibility of the operator of any motor vehicle; and
 - iii. The movement of any pedestrian or motor vehicle; and
 - iv. The points of ingress and egress to a site.
- b) No activity (including parking), event, structure or signage may be located in the public right of way unless an encroachment permit specifically is granted by the City of Goodlettsville
- c) Signage/banners shall be limited as follows per Temporary Sign Ordinance Section 14-306.
- d) No open flames except for campfires when specifically permitted for historical, camping, or similar events with the appropriate permit for clearance by the Fire Department; covered barbeques only for cooking
- e) Canopies shall meet Building Code requirements.
- f) There shall be no balloons of any kind or size used for advertising of any kind. Balloons regarding the event shall be allowed only if they are normal sized and intended to be sold or given away. Balloons must meet applicable standards for helium and ambient balloons.

- g) Tents may be allowed when specifically permitted for meeting Fire Code requirements and be under a separate permit review process by the Goodlettsville Fire Marshal and Codes Department.
- h) The use shall meet all applicable provisions of local, state, or federal laws and regulations, as well as City Codes and policies, including but not limited to City business licensing.
- i) If the holder of the permit is not the owner of the property to be used, the holder of the permit shall have a written agreement from the owner of the property for such use and consent to the request and/or the application must also be signed by the property owner.
- j) The holder of the permit shall have all necessary regulatory licenses or permits (i.e. food handling may only be allowed subject to the requirements of the Davidson County or Sumner County Environmental Health Department).
- k) The event shall not be scheduled at a location and/or time that conflicts with another already scheduled event for the same place and time.

(xiv) Conditions of Approval

In approving an application for a temporary use permit (or for amendment of a temporary use permit), whether major or minor, the Planning Director or Board of Zoning and Sign Appeals may impose restrictions determined to be necessary to mitigate the impacts of the use and meet the requirements of this Chapter or of applicable local, state, or federal laws or regulations.

Such conditions will vary with the size and nature of the proposed use and may include but are not limited to:

- a) Location and timing of the use (i.e. outdoors versus in an enclosed building); and
- b) Provision for temporary parking facilities, including vehicular ingress and egress; and
- c) Regulation of nuisance factors such as, but not limited to, prevention of glare or direct illumination on adjacent properties, noise, vibration, smoke, dust, din, odors, vapors, and heat; and
- d) Regulation of temporary structures and facilities, including placement, height and size, location of equipment and open spaces, including buffer areas and other yards; and
- e) Provision for restroom and related sanitary facilities as well as medical facilities and emergency medical services; and
- f) Provision for solid waste collection and disposal, dust control; and
- g) Provision for security and safety measures including review by the City of Goodlettsville Police Department when determine necessary; and
- h) Regulation of canopies, and on-site signs; and
- i) Regulation of the number and length operating hours and days, including limitation of the duration of the temporary use; and
- j) Regulation of number, type, location and duration of cooking facilities, open flames, barbeques, food services and temporary inflatables or similar child entertainment devices; and

- k) Submission of a performance bond or other surety devices, to ensure that any temporary facilities or structures used will be removed from the site within a reasonable time following the event and that the property will be restored to its former condition; and
- l) If overnight habitation is required, adequate security or other personnel as well as sanitary facilities are provided; and
- m) If City property is damaged or destroyed as a result of the use, the permittee will reimburse the City for the actual cost of repair or replacement and the City may require a deposit therefor if such damage reasonably may be anticipated; and
- n) Deposit for traffic control and/or clean up fees unless already provided with an encroachment permit; and
- o) A requirement that the approval of the requested temporary use permit is contingent upon compliance with applicable provisions of the Municipal Code and City's adopted Building and Fire Codes
- p) Any other conditions which will ensure the operation of the proposed temporary use in an orderly and efficient manner and in accordance with the intent and purpose of this section.

(xv) Enforcement

The requirement for a temporary use permit may be enforced by the City through any legally available means, including but not limited to an administrative citation where a use is in violation of the provisions of this Chapter. Where necessary to protect public health and safety, the Planning Director may issue a written suspension of a temporary use permit for its violation pending revocation of the permit pursuant to the provisions of this Chapter for approval of such permit.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 21-1022</u> An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by extending the R10 Medium Density Residential Zoning boundary on Hollywood Street. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning Dir.	Agenda Item: Ordinance 21-1022 Dept. of Origin: Planning For Agenda of: December 9, 2021 Originator: Addam McCormick Cost of Item: N/A
--	--

AGENDA ITEM ATTACHMENTS:

Ordinance 21-1022

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by extending the R10 Medium Density Residential Zoning boundary on Hollywood Street.

FINANCIAL SUMMARY:

See Attached Ordinance

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 21-1022.

ORDINANCE NO. 21-1022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY EXTENDING THE R10 MEDIUM DENSITY RESIDENTIAL ZONING BOUNDARY ON HOLLYWOOD STREET

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 and commercial areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the property owner of 115 Hollywood Street requested the zoning boundary amendment to align the property zoning with recent changes to the rear property line due to concern with possible tax assessment issues with the section of commercial zoning on a single family residential property; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on November 1, 2021 to recommend its passage to the Board of Commissioners based on the limited zoning boundary revision to align with recent property line changes; and,

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

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

By extending the R-10 Medium Density Residential zoning boundary to the back of the property line of the property referenced below per the Final Plat Resubdivision of Lot 10, 23, and 24- Block H Roscoe Plan Recorded October 29, 2020 per Instrument# 20201029-0125608. Said area is attached as "EXHIBIT A" and described as follows:

A PORTION OF MAP 026 05 PARCEL 0141.00 CONTAINING APPROXIMATELY 0.59 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

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

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

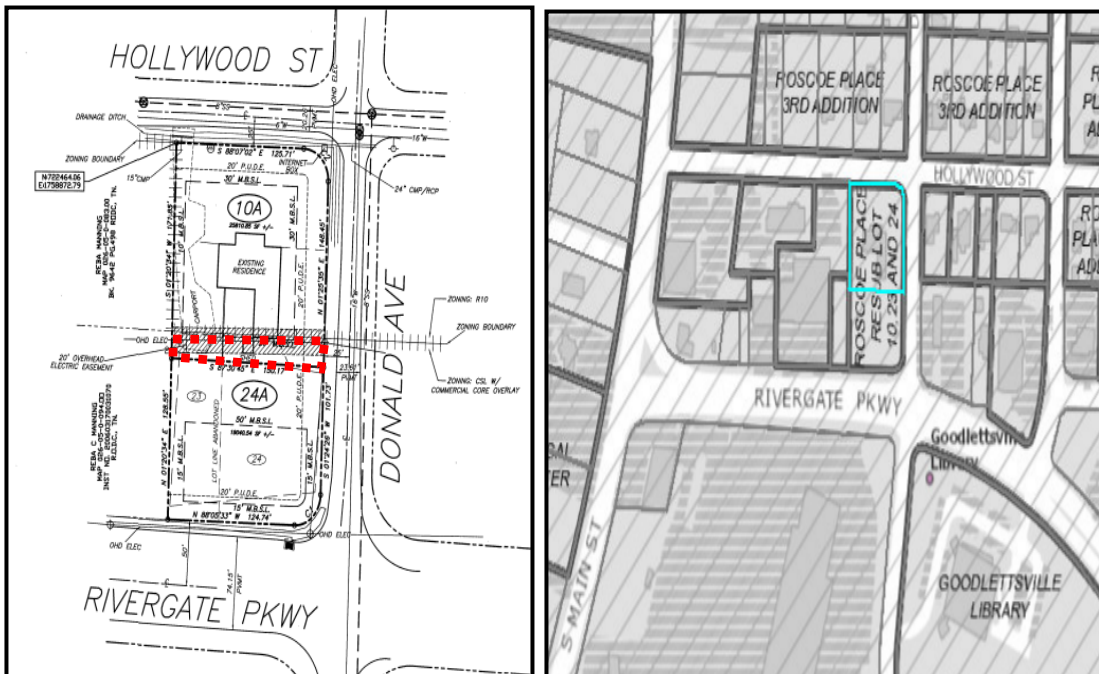
APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 21-1022 “EXHIBIT A”



Zoning Boundary Extension -----



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Resolution 21-1020 A RESOLUTION TO ABANDON A SEWER EASEMENT ACROSS PROPERTY IDENTIFIED WITHIN DAVIDSON COUNTY TAX MAP AND PARCEL NUMBER 02500006000, 0250021900, 0250021800, AND 02500006200 ON SOUTH DICKERSON ROAD, AS WELL AS, REQUIRE THE DEDICATION OF A NEW SEWER EASEMENT <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1020 Dept. of Origin: Planning & Administration For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: NONE
--	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-1020

SUMMARY STATEMENT:

A RESOLUTION TO ABANDON A SEWER EASEMENT ACROSS PROPERTY IDENTIFIED WITHIN DAVIDSON COUNTY TAX MAP AND PARCEL NUMBER 02500006000, 0250021900, 0250021800, AND 02500006200 ON SOUTH DICKERSON ROAD, AS WELL AS, REQUIRE THE DEDICATION OF A NEW SEWER EASEMENT

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1020.

Resolution 21-1020

A RESOLUTION TO ABANDON A SEWER EASEMENT ACROSS PROPERTY IDENTIFIED WITHIN DAVIDSON COUNTY TAX MAP AND PARCEL NUMBER 02500006000, 0250021900, 0250021800, AND 02500006200 ON SOUTH DICKERSON ROAD, AS WELL AS, REQUIRE THE DEDICATION OF A NEW SEWER EASEMENT

WHEREAS, the City of Goodlettsville has a permanent sewer easement across property located on South Dickerson and identified as tax map and parcel numbers 02500006000, 0250021900, 0250021800, and 02500006200; and

WHEREAS, with a proposed new development on said property has created a need to abandon said sewer easement; and

WHEREAS, in consideration of abandoning the current sewer easement, the developer will dedicate a new sewer easement across same said parcels in order to service adjoining property owners.

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

SECTION 1. The sewer easement located on Tax Map and Parcel Numbers 02500006000, 0250021900, 0250021800, and 02500006200 shall be abandoned upon all requirements of this resolution being met.

SECTION 2. The developer of said property will dedicate a new sewer easement across the same property and incur the cost of recording such. The said sewer easement must allow for gravity transmission of wastewater.

SECTION 3. The City Manager is authorized to execute any documents necessary in order to fulfill the requirements this resolution.

SECTION 4. This resolution shall not become effective until which time the new sewer easement is established and recorded.

Passed: _____

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 21-1021 A resolution authorizing the City of Goodlettsville, Tennessee to participate in the James L. Richardson “Driver Safety” Matching Grant Program. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1021 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: Grant total is \$5,500.00 and the City’s portion is \$2,750.00
--	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-1021

SUMMARY STATEMENT:

A resolution authorizing the City of Goodlettsville, Tennessee to participate in the James L. Richardson “Driver Safety” Matching Grant Program.

FINANCIAL SUMMARY:

Grant total is \$5,500.00 and the city’s portion is \$2,750.00

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1021.

RESOLUTION 21-1021

A RESOLUTION AUTHORIZING THE CITY OF GOODLETTSVILLE, TENNESSEE TO PARTICIPATE IN THE JAMES L. RICHARDSON “DRIVER SAFETY” MATCHING GRANT PROGRAM.

WHEREAS, the safety and well-being of the employees of the City of Goodlettsville, Tennessee is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for the City of Goodlettsville, Tennessee employees; and

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a “Driver Safety” Matching Grant Program; and

WHEREAS, the City of Goodlettsville now seeks to participate in this important program.

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

SECTION 1. That the City of Goodlettsville is hereby authorized to submit application for a “Driver Safety” Matching Grant Program through Public Entity Partners.

SECTION 2. That the City of Goodlettsville, Tennessee is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

THIS ACTION IS EFFECTIVE UPON PASSAGE BY THE BOARD OF COMMISSIONERS.

Mayor Rusty Tinnin

City Recorder

Approved as to form and legality

City Attorney

Passed: December 9, 2021



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 21-1022 A resolution approving a contract between the City of Goodlettsville and The Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection services as it relates to Traffic Signal Upgrades funded through a CMAQ (Congestion Mitigation and Air Quality) Grant. (Project 130749.00). <u>PRESENTED BY:</u> Tim Ellis, City Manager Jeff McCormick, Public Works Director	<u>Agenda Item:</u> Resolution 21-1022 <u>Dept. of Origin:</u> Public Works <u>For Agenda of:</u> December 9, 2021 <u>Originator:</u> Jeff McCormick <u>Cost of Item:</u> \$272,500 – 100% funded through the Congestion Mitigation and Air Quality Grant
--	---

AGENDA ITEM ATTACHMENTS:

- Resolution 21-1022
- Contract

SUMMARY STATEMENT:

A resolution approving a contract between the City of Goodlettsville and The Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection services as it relates to Traffic Signal Upgrades funded through a CMAQ (Congestion Mitigation and Air Quality) Grant. (Project 130749.00).

FINANCIAL SUMMARY:

\$272,500 – 100% funded through the Congestion Mitigation and Air Quality Grant

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1022

RESOLUTION 21-1022

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND THE CORRADINO GROUP, INCORPORATED FOR THE PURPOSE OF PROVIDING CONSTRUCTION ENGINEERING INSPECTION SERVICES AS IT RELATED TO TRAFFIC SIGNAL UPGRADES FUNDED THROUGH A CMAQ (CONGESTION MITIGATION AND AIR QUALITY) GRANT. (PROJECT 130749.00)

WHEREAS, the City of Goodlettsville is the grantee of a federal Congestion Mitigation and Air Quality (CMAQ) grant administered under contract with the City by the Tennessee Department of Transportation (TDOT); and

WHEREAS, proceeds from the grant will be used by the City for traffic flow improvements, traffic signal upgrades, and traffic signal coordination along the Long Hollow Pike, Main Street, US 31 & 41 corridors, and

WHEREAS, as required by contract, a designated Construction Engineering Inspection firm must be employed to provide said services for the aforementioned project; and

WHEREAS, the City of Goodlettsville, Tennessee has publicly advertised proposals from Tennessee Department of Transportation pre-qualified engineering firms; and

WHEREAS, it has been determined that The Corradino Group, Incorporated is the best qualified firm to provide said services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Goodlettsville approves the execution of a professional engineering contract between the City of Goodlettsville, Tennessee and The Corradino Group, Incorporated for the purpose of providing Construction Engineering Inspection Services and recognized as Exhibit I of this Resolution.

Date Adopted: December 9, 2021

Mayor Rusty Tinnin

Attest:

City Recorder

Approved as to form and legality

City Attorney

**AGREEMENT FOR CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES**

THIS AGREEMENT, made and entered into as of the ____ day of November 2021 by and between **the City of Goodlettsville, Tennessee** (hereinafter referred to as "**The City**") and The Corradino Group, Inc., a corporation organized and existing under the laws of the State of Kentucky and authorized to conduct business within the State of Tennessee, (hereinafter referred to as "**Engineer**").

W I T N E S S E T H:

WHEREAS, The City from time to time requires professional Engineering services in connection with the planning, construction, operation, maintenance, management and financing of the infrastructure owned and operated by The City; and

WHEREAS, the Engineer is willing to serve as The City's professional Engineering consultant in those assignments to which this Agreement applies, and in such capacity is willing to give consultation and advice to The City during the performance of Engineer's services under the terms and conditions of this Agreement, as supplemented by a written authorization signed by The City and the Engineer (the "Authorization") for each project authorized (the "Project") under this Agreement.

NOW, THEREFORE, The City and the Engineer mutually agree as follows:

ARTICLE 1

AUTHORIZATION AND SCOPE OF WORK

1.1. The work to be performed as outlined in **Attachment A** shall be undertaken only upon the execution of an Authorization by The City and Engineer for that Project. The Authorizations for all Projects shall be considered integral parts of this Agreement and subject to the terms and conditions hereof.

1.2. The scope of work to be performed by the Engineer for any Project shall be specified on the Authorization for that Project. The Engineer shall manage the Engineer's services, consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the City. The Engineer shall coordinate its services with those services provided by the City and the City's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's consultants. The Engineer shall provide prompt written notice to the City if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.3. The Engineer may perform portions of its work under this Agreement through subcontractors; provided, however, that (i) before work is begun under any subcontract it shall be approved in writing by The City as to the form, content, cost and identity of the subcontractor; (ii) all of Engineer's contracts with his subcontractors shall be in writing, signed by both parties, and shall include the following provision: "The City is intended to be a third party beneficiary of this Agreement," and (iii) Engineer shall be responsible to City for the services furnished to Engineer by any subcontractor to the same extent as if Engineer had furnished the service itself. Engineer also agrees to coordinate, and resolve any inconsistencies its work and the work of its subcontractors. In the event of the use of a subcontract(s) it is understood that the obligations and requirements set forth in Article 6 - Service Standards and Article 7 - Insurance shall apply to the subcontractor(s). Consent to sublet, assign or otherwise dispose of any portion of the work to be performed under any Authorization shall not be construed to relieve the Engineer of

any responsibility for the fulfillment of his obligations under this Agreement.

1.4 Engineer shall provide a design which, when constructed in accordance with all drawings and specifications and other documents prepared by Engineer for the Project, will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, restrictions or requirements of record, building, occupancy, environmental, disabled persons accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements"). Engineer shall use its best efforts to avoid incorporating into the Project design, elements that would give rise to legal or regulatory interpretation disputes and agrees to discuss in advance all such situations with City.

1.5 Engineer's opinions of probable Construction Cost (as defined below) are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. The "Construction Cost" shall mean the cost to City to construct all elements of the entire Project designed or specified by Engineer, and shall include, without limitation, contractors' general conditions costs, overhead and profit. Construction Cost does not include costs of services of Engineer or other design professionals and consultants or cost of land or rights-of-way. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that

proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer.

ARTICLE 2

COMPENSATION AND PAYMENT

2.1. In consideration of the services performed by the Engineer under this Agreement, The City shall pay the Engineer for its services and expenses associated with each Project as specified in the Authorization for such Project as outlined in Attachment B.

2.2. Unless otherwise specified in the Authorization for the Project, invoices shall be submitted by the Engineer to The City on a monthly basis in proportion to services performed, and are due and payable within thirty (30) days of receipt of same by The City.

2.3 Promptly upon receipt, City shall review Engineer's invoice. If City contests an invoice, City shall promptly advise Engineer of the specific basis for doing so. Any invoice or portion of a invoice not disputed by City shall be paid by City pursuant to the terms herein; provided, that such payment shall not act as City's waiver of any claims that may be asserted against Engineer for the performance of defective or deficient services. City shall not be required to make payment to Engineer on account of any amount disputed in good faith by City in the manner set forth above until the matter in dispute has been resolved by the parties. Any amount so disputed shall not be deemed to be an amount due Engineer under this Agreement and shall bear no interest nor incur any late fees until the matter is so resolved by the parties.

2.3. Except for Projects, or portions thereof, that are to be paid on a fixed sum basis, all other work shall be reflected on certified invoices that set forth the following: The hours worked and classification for each person on the Project, total

hours worked for each classification, total labor billing and a summary of expenses and charges. Statements shall include maximum fee for that authorization, total fee billed to date and the remaining fee. Engineer shall provide with each invoice, documentation of reimbursable expenses included in the statement, together with any additional supporting documentation reasonably requested by City.

2.4. The City may, from time to time, request changes in the scope of services of the Engineer in accordance with Article 4. Such changes in the scope of work may increase or decrease the amount of the Engineer's compensation.

2.5. "Reimbursable Expenses" include the following expenses reasonably incurred by the Engineer directly related to the Project:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, and Project Web sites;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery; and
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.

Records which provide the basis for Engineer's compensation and Reimbursable Expenses relating to the Project and records of accounts between City and Engineer shall be kept on a generally recognized accounting basis. Such records shall be available for audit by City and its authorized representative during

normal business hours at Engineer's principal place of business for a period of one year following completion of the Project, upon request of the City.

ARTICLE 3

COMMENCEMENT, SCHEDULE AND COMPLETION

3.1. The Engineer is authorized to commence work under this Agreement on any particular Project upon receipt of a duly executed copy of the Authorization for such Project. The time allowed for the Engineer to complete his work for each Project shall be specified in the Authorization for the Project. Time is of the essence with this Agreement, and Engineer shall expeditiously complete tasks in accordance with the Authorization for the Project.

The City is not obligated to provide the Engineer any quantity of work and does not guarantee issuance of work to the Engineer under this agreement.

3.2 Within thirty (30) days of execution of this Agreement, the Engineer shall submit for the City's approval a detailed, milestone-based schedule for the performance of the Engineer's services. The schedule shall be attached as Exhibit 1 once complete. The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Engineer or City. With the City's approval, the Engineer shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction. Engineer shall promptly advise City of any problems which come to his attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of Engineer's services.

ARTICLE 4
CHANGES IN WORK

4.1. The City reserves the right, without impairing this Agreement, to order changes or alterations in the scope of each Project and the work to be performed on each Project by the Engineer. If changes or alterations ordered affect the cost of the work, the parties must agree upon an adjustment in the compensation owing to the Engineer before the Engineer begins work on the change.

ARTICLE 5
OBLIGATIONS OF THE CITY

5.1. With respect to each Project authorized under this Agreement, The City shall:

A. Collaborate with and assist the Engineer in providing information as requested by the Engineer regarding requirements for and limitations on the Project.

B. To the extent reasonably available, provide the Engineer with information which is pertinent to the Project including copies of reports, plans, designs, and other relevant materials.

C. Guarantee access to The City's right-of-way and facilities, and make all provisions for the Engineer to enter upon public and private lands as required to perform surveys and work essential to the Project.

D. Give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer and inform the Engineer of all decisions within a reasonable time so as not to materially delay the work of the Engineer.

E. Designate, in writing, one or more persons to act as The City's representative to coordinate the work of the Project with the Engineer.

F. Provide all legal, appraisal, title search, accounting, and independent cost estimating as may be reasonably required for the Project.

G. Give prompt written notice to the Engineer whenever the City becomes aware of any defects exist in the performance by Engineer of the work associated with the Project. Notwithstanding anything to the contrary contained in this Agreement, City's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Engineer with information as to City's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Engineer's responsibilities hereunder and with respect to such documents.

H. Furnish approvals and permits from all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the Project.

I. Provide, as reasonably necessary, appropriate personnel to accompany Engineer to The City's facilities.

ARTICLE 6

SERVICE STANDARDS

6.1. The Engineer's services shall be performed in a professional manner, using that degree of professional skill and care required by applicable law.

6.2. If the Engineer or its subcontractor(s) or its consultant(s) fails to meet these standards, it shall promptly cure all such deficiencies.

6.3. To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless The City, its Mayor, council members, management and employees from and against all costs (including and not limited to attorney's fees and expenses), claims, suits, actions, damages and losses (including, without limitation, injury to or death of any persons and damage to property and economic and consequential damages) asserted by third parties against City to the extent arising from liability caused in whole or in part by Engineer, even if caused in part by City. However, Engineer shall not be required to indemnify City from the consequences of City's own negligence.

6.4. All services authorized under any Authorization shall be performed under the direction of a professional Engineer registered in the State of Tennessee and qualified in the particular field.

6.5. The Engineer shall periodically request sufficient conferences with The City's representative for the Project to ensure that the work is being done by the Engineer or its subcontractor(s) or its consultant(s) in a satisfactory manner and in accordance with The City's requirements.

6.6 Engineer shall comply with applicable Laws and regulations. The Engineer shall, at appropriate times, contact the governmental authorities required to approve the plans and specifications and the entities providing utility services to the Project. In designing the Project, the Engineer shall comply with all applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

Engineer shall notify City in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents.

6.7 The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project.

ARTICLE 7

INSURANCE

The Engineer shall procure and maintain for the duration of the Contract the following required insurance, with insurers financially acceptable and lawfully authorized to do business in the State of Tennessee. Such coverage shall protect Engineer against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which may arise from services performed by or on behalf of the Engineer, and those parties for whom the Engineer is liable.

7.1 **Minimum Scope of Insurance.** Engineer's insurance coverage shall include the following minimum limits and coverage:

.1 Commercial General Liability insurance on an occurrence coverage form, at least as broad as the Insurance Services Office Commercial General Liability Policy, form CG 0001, current edition. Other than standard exclusions applicable to pollution, asbestos, mold, employment practices and Engineer liability, there shall be no additional limitations or exclusions beyond those contained in the above referenced policy form, including but not limited to additional limitations or exclusions applicable to property damage, products and completed operations and contractual liability.

.2 Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on

behalf of the Engineer. The coverage shall be at least as broad as the Insurance Services Office Business Automobile Policy, form CA 0001, current edition.

.3 Workers' Compensation and Employer's Liability insurance as is required by statute or law, or as may be available on a voluntary basis with limits not less than \$500,000.00 per accident, \$500,000.00 per disease and \$500,000.00 policy limit on disease.

.4 Professional Liability insurance covering negligent acts or omissions made by or on behalf of the Engineer in the performance of professional services. Claims made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of Engineer services rendered to City, plus an additional period of five years after such services have been rendered to City.

If the Engineer's scope of work includes environmental Engineering or consulting, the coverage required hereunder must not exclude coverage for environmental services. Engineer agrees to furnish annual proof of coverage to City during the five year period, and the coverage minimums shall not be less than those required below.

7.2 **Minimum Limits of Insurance**. The Engineer shall maintain the following minimum limits of insurance (unless higher limits required by law or statute):

.1 Commercial General Liability: \$1,000,000 per occurrence, bodily injury and property damage liability; \$1,000,000 per offense, personal and advertising injury liability; \$1,000,000 products and completed operations policy aggregate and \$2,000,000 policy general aggregate applicable to lines other than products and completed operations.

.2 Automobile Liability: \$1,000,000 combined bodily injury and property damage liability per accident for bodily injury and property damage.

.3 Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease, including \$1,000,000 disease aggregate.

.4 Professional Liability: \$1,000,000 per claim, \$2,000,000 annual policy aggregate.

7.3 **Deductibles and Self-insured Retentions.** The funding of deductibles and self-insured retentions maintained by Engineer shall be the sole responsibility of Engineer. Self-insured retentions in excess of \$50,000 must be declared to and approved by City.

7.4 **Additional Provisions.** The required insurance shall contain the following additional provisions:

.1 Additional Insured - The City must be included as an additional insured under Engineer's Commercial General Liability policy as respects liability arising from work or operations performed for City by or on behalf of the Engineer.

.2 Waiver of Subrogation - The City and Engineer waive all rights against each other and any of their sub-consultants, agents, employees and representatives, for damages caused by fire or other causes of loss to the extent covered by property insurance. In addition, Engineer waives all rights of subrogation against City for claims covered by CGL and Workers' Compensation insurance. The City and Engineer shall require their sub-consultants, agents, employees and representatives to execute similar waivers of subrogation. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification

contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

.3 Notice Of Cancellation - Each insurance policy provided by the Engineer shall be endorsed to require any of its insurer(s) to provide thirty (30) days' written notice to City by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.

7.5 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved by City.

7.6 **Verification of Coverage.** The Engineer shall furnish City with a certificate of insurance evidencing the required coverage prior to the delivery of services to City. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to City prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, Engineer's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications. Engineer agrees to obtain evidence of insurance coverage of all its consultants and furnish same to City prior to the execution of this Agreement. Engineer's consultants' insurance coverage shall be maintained at their expense, in amounts and through carriers' acceptable to City, whose acceptance shall not be unreasonably withheld. Engineer's consultants' shall incorporate a provision requiring the giving of written notice to the City at least thirty (30) days prior to the cancellation or non-renewal of any such

policies evidenced by return receipt of United States certified mail.

ARTICLE 8

DISPUTE RESOLUTION; TERMINATION

8.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to litigation. If such

matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

8.2. The City and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

8.3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

8.4. If the parties do not resolve a dispute through mediation pursuant to Section 8.2, the method of binding dispute resolution shall be litigation.

8.5. Either The City or the Engineer may terminate this Agreement with or without cause by giving the other party at least fifteen (15) days written notice which shall specify the date of termination. Payment to the Engineer shall be made for work successfully completed by the Engineer through the date notice of termination is received, plus reasonable costs incurred by the Engineer in terminating its services, but City shall have no obligation to pay or reimburse Engineer for lost profits and/or unabsorbed overhead, or any other consequential or incidental damages.

ARTICLE 9

PERSONNEL MATTERS; CONFLICTS OF INTEREST

9.1. **Personnel**. The Engineer represents that he has or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with The City. All services required hereunder will be performed by the Engineer or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

9.2. **Interest of Members of The City's Staff**. No member of The City staff and no other officer, employee, or agent of The City who exercises any function or responsibility in connection with any Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9.3. **Interest of Other Local Public Officials**. No member of the governing body of the locality in which any Project is

situated and no other public official of such locality who exercises any function or responsibility in the review or approval of such Project shall have any personal interest, direct or indirect, in this Agreement.

9.4. **Future Conflicts Prohibited.** No officer, director, shareholder or partner of Engineer has any relationship with The City, which would be violative of the conflict of interest provisions of Tenn. Code Ann. Section 6-54-107 and/or 12-4-101.

ARTICLE 10

DOCUMENTS AND RECORDS

10.1. **Ownership.** All written documentation, plans, and drawings or other instruments of service relating to each Project which is prepared or obtained under the terms of this Agreement shall be the property of The City inclusive of any intangible copyright or other protectable interest. No written documentation relating to the Project shall be delivered or otherwise disclosed or made available to any third party without the prior written approval of The City.

10.2. **Reuse of Documents.** All documents furnished by the Engineer pursuant to this Agreement are instruments of his services with respect to the respective Project. They are not intended or represented to be suitable for reuse by The City or others on extensions of the Project or on any other Project. Any reuse without specific written verification or adaptation by the Engineer will be at The City's sole risk and without liability or legal exposure to the Engineer; and The City shall indemnify and hold harmless the Engineer for all claims, damage, losses, and expenses including attorney's fees, arising out of or resulting therefrom.

10.3. **Access to Records.** The Engineer shall maintain books, records, documents, and other evidence directly pertinent

to performance of work under this Agreement in accordance with accepted professional practice and Generally Accepted Accounting Principles. Such records shall be available for audit by City or its authorized representative during normal business hours at Engineer's principal place of business, during the term of this Agreement and for a period of one year following completion of the Project, upon request of City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1. This Agreement shall be governed by the laws of the State of Tennessee.

11.2. Except where otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed satisfactorily given and any time period provided for giving such notice herein shall commence when such notice is (I) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or forwarded by a nationally recognized overnight courier service to the address of the respective party specified below, or such other address as may be specified in an original notice forwarded to all parties hereto as herein specified, or (II) personally delivered to such address:

If to Engineer:

The Corradino Group, Inc.

Gerald Bolden, PE, PTOE

Vice President

7000 Executive Center Dr.

Suite 2-250

Brentwood, TN 37027

If to The City: City of Goodlettsville, Tennessee
 Tim Ellis, City Manager
 105 South Main Street
 Goodlettsville, Tennessee 37072

11.3. Intentionally Deleted.

11.4. This Agreement and the Authorizations executed hereunder constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. The form utilized for the Authorization is attached hereto as Exhibit 2. This Agreement and its Authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

11.5. Neither The City nor the Engineer may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11.6. This Agreement is solely for the benefit of The City and the Engineer and shall not be interpreted to benefit any third party.

11.7. The paragraph captions in this Agreement are set forth for convenience only and are not to be construed in interpreting the provisions of this Agreement. The gender and number terms used herein are used as reference terms only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

11.8. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder

hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.9. The obligations of The City arising from Projects under this Agreement may be satisfied only from the revenues of The City's division for such services relating to such project being performed.

11.10. The Engineer was selected and approved through an evaluated process based on factual information submitted at the time of this agreement. The Consultant shall provide annual updates on all information concerning this agreement beginning one year from the date and year first above written.

11.11 The term or duration of this Agreement shall be two (2) years in length.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the date and year first above written.

By: Gerald Bolden

Vice President

11/5/2021

The City of Goodlettsville

By: _____

Attachment A - Scope of Work

Traffic Flow Improvements and Traffic Signal Upgrades – Phase III CEI (PIN 130749.00)

City of Goodlettsville

November 4, 2021

Project Understanding

The Corradino Group (Corradino) understands this project will consist of serving as the City's representative and provide Construction Engineering and Inspection (CEI) services throughout the life of the contract to effectively monitor and oversee construction of the project as defined by the plans and specifications for Traffic Flow Improvements and Traffic Signal Upgrades – Phase III (PIN 130749.00). All inspection and documentation shall be as outlined in the TDOT Proposed Scope of Work for CEI and per Local Programs Development Office guidelines. Contract terms are understood to be Lump Sum.

Corradino's CEI experience with similar type projects estimates the work involved amounts to a contract duration of approximately 10-months; estimating nine (9) months for construction, approximately two (2) weeks for pre-construction activity, and approximately two (2) weeks for post-construction/project close-out. Corradino recognizes it is not necessary to be on-site if the Contractor is not working that day. The following CEI tasks and estimated manday fee proposal are based on a nine (9) month construction calendar.

Given the current state of the local and global economy, material delays may affect the project schedule as of this date. Corradino understands construction activity may need to be monitored closely to prevent needless costs to the City while no work is being performed.

Task 1 – Project Management and Administration

Project management and administration is a continuous task that will be performed for the duration of this contract. This task includes monitoring, coordinating, facilitating, scheduling, and documenting all project task.

Each month during the contract, Corradino will prepare and submit a monthly invoice and status report covering work progress and contract fulfillment.

After receipt of the notice-to-proceed, Corradino will conduct a project kick-off meeting with City staff. This meeting will include the following topics:

- Key project staff
- Communications protocol
- Project schedule
- Invoicing
- Monthly progress meetings and reports
- Data and information needs

Once the project is underway, Corradino will provide monthly status reports to the City's Project Manager (PM) and conduct monthly progress meetings with City staff, as necessary. These meetings will include a status update, anticipated next phases of work to be completed, and discussion on any critical items/issues and/or potential issues identified during project development.

Corradino will prepare the agenda for all meetings and provide all necessary materials and handouts for discussion. At the conclusion of each meeting, Corradino will prepare meeting minutes and a cumulative list of "action items" developed for assignment to the appropriate party. These items will be distributed to the attendees and other appropriate stakeholders within five (5) working days following the meeting. All deliverables included within this task will be provided in .pdf format.

Task 2 – TDOT Local Programs Reporting & Coordination

Throughout the project, Corradino will provide continuous coordination with TDOT Local Programs Development Office (LPDO) and will provide all documentation and reporting as outlined in the TDOT LPDO Local Government Guidelines. This includes completion of all required forms to move the project from construction to project close-out.

As needed, Corradino will meet with TDOT LPDO staff to review the project status, address any issues or provide documentation to move the project forward. Also, as necessary, Corradino will provide coordination with FHWA Division staff. This may include meetings or teleconferences.

Task 3 – Construction Engineering and Inspection (CEI)

Corradino will provide CEI services as outlined in the following sections. Based on discussions with the City, Corradino will provide an inspection team consisting of a Project Manager, full-time inspector, and an as-needed Project Engineer for the project. Corradino will coordinate throughout the construction phase with the City accordingly. The inspector will not be required to be on-site during periods when the contractor is inactive.

A. Pre-Construction Conference

Corradino will prepare for and conduct the Pre-Construction Conference; address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions; and prepare and distribute detailed minutes of the meeting. Corradino recommends *Erosion Control* and *Utility Coordination* conferences prior to commencing activities to discuss scheduling and operations for these specific items. Meetings for the Erosion Control and Utility Coordination have not been estimated and would be performed under additional services. This work has not been included in the manday fee proposal and would be considered additional services.

B. Project Administration

Corradino will provide project administration and coordinate with the assigned TDOT Project Supervisor; prepare for and attend, when requested, any periodic or in-depth FHWA inspections that may be conducted on the project related to project work, progress or records; prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc.; monitor Contractors hours worked on the project and justify need for overtime; obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

C. Provide Construction Inspection Technical Support

Corradino will provide qualified personnel for inspection of the project during the construction phase to oversee the Contractor's activities.

D. Supplemental Agreements – Construction Change Orders

Through coordination with the City's inspection team, if the Contractor request a change order, Corradino will review any Supplemental Agreements/Construction Changes;

Negotiate prices for additional pay items with the contractor while adhering to the “Average Unit Price” listing when possible; Coordinate acceptance of prices with the City and TDOT; Prepare the Supplemental Agreement/Construction Change and submit to the City for final review and submittal for processing; Submit and coordinate with TDOT.

E. *Quality Assurance, Testing for Acceptance and Training*

Corradino will assist and coordinate to monitor and provide materials testing in the field as defined by TDOT LPDO and specifications. Any certifications of material submitted by the contractor will be reviewed by Corradino for conformity to the Plans and Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the Department. Corradino will coordinate with the contractor and the City’s Engineer (Kimley-Horn) testing of the traffic system. All system testing will be managed and performed by the City’s Engineer per its scope of work dated October 22, 2021, which we assume includes testing of cabinets, controllers, software (central and/or vendor specific), and any other electronic related traffic equipment requiring testing and/or prior acceptance.

F. *Progress Payments*

Corradino will document and assemble accurate quantities for Monthly Progress Payments to the Contractor from actual project field records. The quantities for payment will be referenced to field records prior to submission for payment. All pay quantities will be submitted to the City for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the Project Supervisor. The Estimate “cut-off” will be the 15th of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor’s contracts should be on file prior to the first Progress Payment.

G. *Distribution of Correspondence*

Corradino will maintain a copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project. The correspondence will be submitted with the project Final Records.

H. *Inspection of Work*

Corradino’s inspection team ensure completion of the following tasks:

1. Provide inspection services for conformance to Plans and Specifications for all items that are being incorporated into the project. Corradino will measure and record all quantities for payment and provide daily reports to the City. These daily reports will be provided at a minimum of weekly. The daily records will be recorded on a standard form (field book) and/or on field inspection forms.
2. Check traffic control daily, and additionally as required.
3. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on standard forms and provide to the City.
4. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field.
5. Prepare an accurate daily diary, signed by the inspector, consisting of:
 - A record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Orders given the contractor

- Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
 - Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
 - Days charged, with explanation if not charged.
 - Equipment arriving or leaving the project, idle equipment.
 - Any other details that may be important later in the project life.
6. Review shop drawings and/or submittals and evaluate for compliance.
 7. Collect all material certifications (T2 Forms).

Corradino understands that the City does not expect Corradino to be on-site for the entire work day if no work is being performed.

I. Contractor's Payrolls, Employee Interviews and Contract Compliance:

Corradino will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract; Notify the prime contractor of late payrolls and request immediate submission; Notify the City prior to withholding payments; Conduct employee interviews and compare to the submitted payrolls for accuracy; Notify the contractor of inaccuracies and resolve discrepancies.

J. Reports

There are numerous reports, documents, etc., that must be generated in the process of contract administration. Corradino will maintain either electronic or paper copies of all reports in compliance with TDOT's Standard Operating Procedures and LPDO Guidelines.

K. Final Records

Corradino will submit a compilation of project records as well as all project documentation to the City. Corradino will make any corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time and submit all final forms (CC3, etc.) with the final records.

Task 4 – Utility Coordination & Conflict Resolution

Corradino will manage the Contractor to ensure all utilities are appropriately notified. The Contractor is responsible for coordinating any relocations directly with affected utilities and ensuring the proposed construction does not impact utilities in the area. In the event that conflicts arise, Corradino will work with the City of Goodlettsville and/or other parties (Contractor, respective utility, etc.) to make adequate field adjustments. In the event if plans revision(s) are deemed necessary, Corradino will coordinate to resolve the situation with the City's Engineer to help reduce delays. These situations will be handled on a case-by-case basis.

Task 5 – As-Built Development

If needed, Corradino will prepare red-line as-built plans showing the location of constructed improvements that may have been altered or adjusted in the field. Corradino will prepare these drawings in the field to verify and/or confirm all work completed. A mark-up of Final As-built plans will be delivered to the City for its files upon completion of the project.

Task 6 – QA/QC Review and Constructability

Prior to bidding the project, Corradino will initiate a thorough review of the project design and plans documents. A quality assurance review will check for any errors and/or inconsistencies in the plans that could lead to additional project costs and/or delays in the construction schedule. Corradino will also perform a constructability review to identify potential conflicts and/or hazards in order to prevent issues that would normally arise in the field during construction. By identifying these pitfalls prior to construction, the Corradino is able to assist the City to eliminate unnecessary costs and delays to the project, thereby providing an overall cost savings. Information from these reviews will be discussed with the City and the Engineer for modifying the project design and/or documents.

Attachment B - Estimated Manday Fee
Goodlettsville - Traffic Flow Improvements & Traffic Signal Upgrades
Phase III - CEI Services

November 4, 2021

PIN 130749.00

TASK DESCRIPTION	Resource	Project Manager	Inspector/Project Engineer	Sr. Inspector	
TASK HOURS				ESTIMATED HOURS	
CONSTRUCTION ADMINISTRATION					ESTIMATED HOURS
1. PROJECT MANAGEMENT & ADMINISTRATION		72		108	180
(assumes 1 day/month PM, 1.5 day/month Inspector for project management, misc coord with City, process contractor invoice, etc.)(12 wks)					
2. CONSTRUCTION ENGINEERING & INSPECTION		144	160	1600	1904
(assumes 2 day/month PM; 5 day/wk Inspector @ 8 hr/day) (9 wk construction duration)					
3. UTILITY COORDINATION & CONFLICT RESOLUTION			96		96
4. QA/QC REVIEW				60	60
(assumes 4 hr/intersection @ 15 intersections)					
Total Manhours		216	256	1768	2240
Direct Labor Rate / Class		\$ 78.00	\$ 30.00	\$ 47.86	
Direct Labor Cost /Class		\$ 16,848.00	\$ 7,680.00	\$ 84,616.48	
% of Total Hours		10%	11%	79%	

ESTIMATED LABOR COST = \$ 266,500.00

ESTIMATED EXPENSES \$ 6,000.00

(Daily Truck Charge (\$30.25/day))

ESTIMATED TOTAL COST \$ 272,500.00



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 21-1023 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. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1023 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: Positive Impact
---	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-1023

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 21-1023.

RESOLUTION NO. 21-1023

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: December 9, 2021

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

EXHIBIT 1 (RESOLUTION 21-1023)

Public Works Surplus Property

1 – 250 Gallon Waste Oil Tank

1 – Alamo 7' Flail Mower, 3 pt. hitch, PTO driven.

4 – 11R 22.5 Wheels and Tires

4 – Air Boss Solid Rubber tires with wheels for John Deer Skid Steer

1 – John Dow oil filter crusher

Police - 2017 Dodge Durango VIN- 1C4RDJFG8HC615265

Police Seizures:

2014 Dodge Journey SUV VIN- 3C4PDCAB2ET196845

2001 Dodge Durango SUV VIN- 1B4HR28N01F603045

11-09-2021 FOUND PROPERTY LIST

2019-33804	Debit Card
2020-02433	Clothing
2020-25776	Driver license
2020-32205	Ammunition
2020-32789	Debit card
2020-32981	Social Security cards
2020-33262	Duffle bag with contents
2020-34250	Handgun case
2020-35307	Wallet with contents, State ID's, knives, battery power bank, shoulder bag, cell phone, debit cards, small purses with contents, Miscellaneous gift cards
2020-35532	Wallet with contents
2020-35807	Camping tote with contents
2020-35829	Debit card
2020-36416	Necklace
2020-37945	Wallet with contents
2021-01300	Cell phone
2021-05763	Driver license
2021-06307	Wallet with contents, driver licenses, handgun permit, miscellaneous credit cards
2021-06448	Wallet with contents
2021-06649	Luggage bag with contents
2021-07201	Honda key
2021-10170	Wallet with contents, ID's, miscellaneous papers
2021-10403	Purse with contents
2021-10569	Cell phone
2021-11800	License plate decal
2021-12587	GPS
2021-18330	ID card, miscellaneous papers
2021-19832	Wallet with contents
2021-21800	Wallet with contents, USPS box, envelope



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 21-1024 A resolution authorizing the procurement method of Competitive Sealed Proposals in procuring sanitation and recycling services. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1024 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: N/A
---	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-1024

SUMMARY STATEMENT:

A resolution authorizing the procurement method of Competitive Sealed Proposals in procuring sanitation and recycling services.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1024.

RESOLUTION NO. 21-1024

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE PROCUREMENT METHOD OF COMPETITIVE SEALED PROPOSALS IN PROCURING SOLID WASTE COLLECTION SERVICES.

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

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

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

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

Section 1. That it authorizes:

- (1) The use of the competitive sealed proposal method for the procurement of services as it relates to solid waste collection;
- (2) Consideration of the following evaluation components in determining the most qualified firm;

I. Technical and Financial Requirements

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

II. Qualifications of the Contractor

- A. History and years of experience of the firm
- B. Specific experience of Personnel assigned to project
- C. Project examples that show past experience similar to the project.
- D. Reference review of the firm and project.

E. Satisfactory performance on similar projects.

F. Effective customer service program.

III. Approach and Understanding of the Project

A. The proposed scope of services is comprehensive.

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

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

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

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

Passed: December 9, 2021

Mayor Rusty Tinnin

Attest:

City Recorder

Approved as to form and legality

City Attorney



AGENDA SUMMARY SHEET

Board of Commissioners

City of Goodlettsville

<u>SUBJECT TITLE:</u> Resolution 21-1025 A resolution approving a contract with Coca Cola, Bottling for vending drink supply services at all City of Goodlettsville facilities. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1025 Dept. of Origin: Administration / Parks For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: \$33,000 Positive
--	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-1025
Contract

SUMMARY STATEMENT:

A resolution approving a contract with Coca Cola, Bottling for vending drink supply services at all City of Goodlettsville facilities.

FINANCIAL SUMMARY:

\$34,000 Positive

RECOMMENDED ACTION:

Staff recommended approval of Resolution 21-1025

RESOLUTION NO. 21-1025

RESOLUTION AUTHORIZING THE APPROVAL OF A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND CCBCC OPERATIONS, LLC FOR PROVIDING DRINK VENDING SERVICES AT ALL CITY FACILITIES.

WHEREAS, it has been determined that a new drink vending service contract is needed for the City of Goodlettsville; and

WHEREAS, the City recently accepted Competitive Sealed proposals for such services as authorized by Resolution 21-1003; and

WHEREAS, the execution of a contract is needed.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

Section 1. The City of Goodlettsville Board of Commissioners hereby approves the aforementioned contract. A copy of this contract is attached to this resolution.

Section 2. The city manager is hereby authorized to execute this contract and any other documents necessary to carry out the intent as provided herein.

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

Adopted: December 9, 2021

MAYOR RUSTY TINNIN

CITY CLERK

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
CITY OF GOODLETTSVILLE**

THIS CUSTOMER MARKETING AGREEMENT (the “**Agreement**”) is made and entered into as of the 14th day of February, 2022 (the “**Effective Date**”), by and between CCBCC OPERATIONS, LLC, a Delaware limited liability company (“**CCBCC**”), and CITY OF GOODLETTSVILLE (“**Customer**”).

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

1. Product Sale and Distribution.

- (a) **General.** During the term of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail, (collectively, hereinafter referred to as “distribute” or “distribution”) sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, Isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an affiliate thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the “**Products**”) and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on **Exhibit A** (the “**Locations**”). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer.
- (b) **Full Service Vending Machine Sales.** With respect to self-operated, coin and bill and/or cashless vending machines placed at the Locations by CCBCC hereunder and identified as “Full Service Vending Machines” on **Exhibit C** (“**Full Service Vending Machines**”), CCBCC shall stock such vending machines in accordance herewith. All Products in such Full Service Vending Machines (and all cash and other proceeds from sales of such Products) shall be at all times the property of CCBCC, and CCBCC shall be responsible for removing from the Full Service Vending Machines all such cash and other proceeds. Customer shall return to CCBCC all such Products and proceeds that might come into Customer’s possession. Customer shall have no right to access any internal areas or parts of such Full Service Vending Machines.
- (c) **Direct Sales Vending Machines.** Except as provided in Section 1(b) above with respect to Full Service Vending Machines, Customer shall stock all self-operated, coin and bill and/or cashless vending machines, if any, placed at the Locations by CCBCC (“**Direct Sales Vending Machines**” and together with Full Service Vending Machines, “**Vending Machines**”) in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.
- (d) **Delivered Bottle, Can and Fountain Sales.** In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, “**Cold Cases**”). Products sold through Cold Cases shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on **Exhibit B**. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.
- (e) **Minimum Required Sales.** CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on **Exhibit B**. Failure to achieve those minimums shall constitute an event of Cause hereunder (as defined in Section 9 below), and the term of this Agreement may be extended, in the sole discretion of CCBCC, until the minimum sale requirement is achieved, in addition to any other remedies CCBCC may have hereunder or at law or in equity.

- 2. Promotional Recognition.** Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer (“**Related Activities**”). Promotional recognition benefits include, without limitation, those set forth on **Exhibit A**. CCBCC shall have the

right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the “**Customer Marks**”) on a royalty-free basis during the Term (as defined below). Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (i) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (ii) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC’s promotional materials.

3. **Exclusivity.** In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (i) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products (“**Competing Products**”) or (ii) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC’s prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.
4. **Marketing Fees; Rebates.** During the Initial Term (as defined in Section 9 below) of this Agreement, provided that Customer is in continuous compliance hereunder, CCBCC shall pay to Customer the marketing fees (“**Marketing Fees**”) and/or rebates set forth on **Exhibit A**. In the event of a breach of this Agreement by Customer, (i) CCBCC shall be under no obligation to make any additional Marketing Fee or rebate payments to Customer after the date of such breach, and (ii) Customer shall promptly refund to CCBCC all unearned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the pro-rated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.
5. **Prices and Commission.**
 - (a) **Product Prices.** CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with the terms and conditions set forth on **Exhibit B**, during the period in which Customer is in full compliance with the terms and conditions of this Agreement.
6. **Equipment.**
 - (a) **General.** CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC’s sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the “**Equipment**”. The initial Equipment at the Effective Date consists of those items set forth on **Exhibit C**. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution, delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that (i) it will maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC’s ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products and shall not be used for any other purpose, including the storage or merchandising of any other products. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC’s removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC’s attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Part 3(b) of **Exhibit B**.
 - (b) **Installation Sites.** The Equipment installation sites at the Locations shall be as set forth on **Exhibit C** and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC’s prior written consent. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.
 - (c) **Stocking and Maintenance.** CCBCC shall stock the Full Service Vending Machines with Products through CCBCC’s regular, full service delivery drivers or agents, in accordance with CCBCC’s delivery policies in effect, from time to time. CCBCC shall perform maintenance services on the Equipment, at its expense, in accordance with CCBCC’s maintenance and repair policies, in effect from time to time, but shall not be liable for damages of any kind arising out of delays in providing service to the Equipment. Customer shall not perform any maintenance or repairs on any Equipment without Bottler’s prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term.

Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to stock the Full Service Vending Machines, perform any maintenance services on the Equipment or remove, replace or install Equipment.

7. **Term and Termination.** As used herein, “**Initial Term**” means the initial term of this Agreement set forth in Part 1 of **Exhibit B**. This Agreement may be terminated, effective at the end of the Initial Term, by either party giving the other party written notice of termination at least ninety (90) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least ninety (90) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the “**Term**.” Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an “**Agreement Year**”). Notwithstanding the foregoing, this Agreement may be terminated by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. “**Cause**” means and refers to (i) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section 3, (ii) Customer is unable to pay its liabilities when due, files a petition in bankruptcy or is adjudicated bankrupt or insolvent or is otherwise subject to bankruptcy, insolvency or other similar proceedings, or (iii) Customer engaging in (A) unethical business practices, (B) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (C) a misrepresentation of the Products.
8. **Damages Relating to Removal of Equipment.** If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.
9. **Repayment of Fees Upon Termination.** Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the pro-rated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.
10. **Representations, Warranties and Covenants.** Each of the parties represents and warrants that this Agreement is valid and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (i) Customer has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Locations and any Related Activities and to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (ii) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (iii) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.
11. **Confidentiality.** During the term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, “**Designees**”) to hold, in confidence, unless disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy), all documents and information concerning the business relationship embodied in this Agreement or which CCBCC or its affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (i) previously known on a nonconfidential basis by Customer, (ii) in the public domain through no fault of Customer or (iii) later lawfully acquired by Customer from sources other than CCBCC or its affiliates; provided, that Customer may disclose such information to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential. Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its affiliates in connection with this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.
12. **Indemnification.** CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys’ fees and court costs, directly arising out of or relating to the defective manufacture of the Products. Customer agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including without limitation reasonable attorneys’ fees and court costs, arising out of or relating to

(i) Customer's negligent or wrongful acts or omissions in connection with the distribution of the Products, (ii) any material breach by Customer of this Agreement or (iii) any confiscation or encumbrance of the Equipment.

13. **Insurance.** During the Term, Customer shall maintain (i) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (ii) worker's compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days' prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.
14. **No Licence.** Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its affiliates (collectively, "CCBCC IP"), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its affiliates or other CCBCC IP, without the prior written consent of CCBCC.
15. **Notices.** Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by email (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).
16. **Equitable Relief.** Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as, Customer is in breach of its obligations hereunder.
17. **Miscellaneous.** This Agreement shall not be assigned or transferred by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.
18. **Right of First Refusal.** For a period of sixty (60) days following expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retail locations, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have 30 days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free to accept the third-party offer, provided that Customer shall not enter into a beverage arrangement with such third party or any other third party on terms and conditions more favorable to the third party than the terms and conditions offered to CCBCC.
19. **Transshipping.** As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer agrees to the provisions herein with respect to Transshipping. "Transshipping" is the act of (i) buying the types of products distributed by CCBCC from outside of CCBCC's distribution territory for re-sale in such territory, (ii) the sale of CCBCC's Products outside of such territory, or (iii) the sale of such Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer agrees that it shall not engage in Transshipping during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for Customer retail sales in CCBCC's territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.

20. **Concessionaires.** To the extent that any concessionaire or other third party (each, a “**Concessionaire**”) operates, manages, or leases a Location (or any portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing and rebate terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing and rebate terms of such other agreement.

DRAFT

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 02/ 14/ 2022.

'CCBCC'

'Sponsoree'

CCBCC OPERATIONS, LLC

CITY OF GOODLETTSVILLE

By:

By:

Date:

Date:

Name:

Name:

Title:

Title:

4100 Coca-Cola Plaza

745 CALDWELL DR

Charlotte, NC 28211

GOODLETTSVILLE, TN 37072-3446

DRAFT

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
CITY OF GOODLETTSVILLE**

LOCATIONS , MARKETING FEES AND MARKETING BENEFITS AND PARTNERSHIP ELEMENTS

1. Locations

Customer Number	Name	Address	City	State	Zip
0500932045	GOODLETTSVILLE YOUTH FOOTBALL	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500875000	GOODLETTSVILLE PARKS MAINT GARAGE	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500872696	MOSS WRIGHT SOCCER COMPLEX	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500875202	GOODLETTSVILLE POLICE DEPT BACK HA	105 S MAIN ST	GOODLETTSVILLE	TN	37072-1747
0500878043	GOODLETTSVILLE COMMUNITY CTR	200 MEMORIAL DR	GOODLETTSVILLE	TN	37072-1500
0500879448	CITY OF GOODLETTSVILLE POOL FACLTY	360 PLEASANT GREEN DR	GOODLETTSVILLE	TN	37072-2218
0500878832	MOSS WRIGHT PARK QUAD SOFTBALL	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500878099	MOSS WRIGHT PARK BASEBALL	745 CALDWELL DR	GOODLETTSVILLE	TN	37072-3446
0500875223	GOODLETTSVILLE PUBLIC WORKS DEPT	215 CARTWRIGHT ST	GOODLETTSVILLE	TN	37072-1424

If, at any time during the Term, any Customer or any affiliate of such Customer creates or establishes a new retail location in the franchise territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its affiliate) and such new Location and Customer (or affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

2. Marketing Fees

Annual Marketing Fee

The annual Marketing Fee during the Initial Term of this Agreement is subject to submission of an invoice by Customer to CCBCC. The annual Marketing Fee shall be payable in equal installment(s) by the applicable payment due dates set forth in the chart below.

Payment Type	Payment Amount	Payment Timing
Marketing Fee	\$10,000.00	Paid annually Year Begin

Rebates

During the Initial Term of this Agreement, CCBCC will pay Customer a rebate for each standard physical case (SPC) and/or gallon of Product sold to Customer by CCBCC. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages	Units Per SPC	Rebate Per SPC	Payment Timing
MMR 20oz PET Single	24	\$4.00	On invoice
SSD 20oz PET Flavors	24	\$4.00	On invoice
POWERADE 20oz 8pk PET	3	\$1.00	On invoice
POWERADE 20oz Single	24	\$1.00	On invoice
DASANI 20oz PET	24	\$1.00	On invoice
SSD 20oz PET Single	24	\$4.00	On invoice

B&C Rebate Begin DateFebruary 14th, 2022**B&C Rebate End Date**February 13th, 2025

Rebates will not be paid on any BIB juice Products or Freestyle BIB or cartridges.

3. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition and support from Customer free of charge, without further payment from CCBCC:

- Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.
- Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace. If Customer has a website or menus (whether at the Locations, online or in other digital format), Customer shall display approved logo images of Products selected by CCBCC on such website and menus.
- Trademarks.** The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an affiliate.

4. Partnership Elements

Initially during the Term, CCBCC shall be able to execute and provide the following partnership elements at Customer Locations. The parties agree that all elements shall initially apply during the Term. Additional partnership elements may be added during the Term by mutual agreement.

1. Categories

Segment	Category
FSV	DASANI 20oz PET
FSV	POWERADE 20oz Single
FSV	SSD 20oz PET Single
Non FSV	DASANI 20oz PET
Non FSV	Gold Peak 18.5oz PET (12/cs)
Non FSV	MMR 20oz PET Single
Non FSV	POWERADE 20oz 8pk PET
Non FSV	POWERADE 20oz Single

Segment	Category
Non FSV	SSD 20oz PET Single
Non FSV	TEY 10.1oz Single (12/cs)
Non FSV	SSD 20oz PET Flavors
Non FSV	BODYARMOR 16oz Sport (12/cs)

DRAFT

**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
CITY OF GOODLETTSVILLE**

MINIMUM AMOUNTS, PRICES AND DELIVERY FEE

1. Minimum Amounts

The minimum amount of Products to be (i) sold by CCBCC to Customer, and/or (ii) sold through Full Service Vending Machines, in each case, during the Initial Term, shall be as follows: 4899 cases

The minimum Total Purchase Requirement set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines. If the minimum Total Purchase Requirement above is not achieved, then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the term of the Agreement may be extended, in the sole discretion of CCBCC, until the minimum Total Purchase Requirement is achieved. For the avoidance of doubt, during any additional period needed to achieve the Total Purchase Requirement, CCBCC shall not be required to pay any additional Annual Marketing Fees, or provide any additional Marketing Support or Product Support, but will continue to pay any rebates set forth in **Exhibit A**.

2. Prices

1. Prices and Adjustments. During the term of this Agreement, CCBCC will sell to Customer the Products for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases.

The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full Service Vending Machines, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of Customer) in its discretion.

2. Invoices and Payment. CCBCC shall invoice Customer for Products sold to Customer in accordance with CCBCC's usual and customary practices in effect from time to time. Customer shall pay to CCBCC the full amount of such invoices no later than twenty (20) days after the date of the invoice. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

3. Delivery Fee

During the Term, Customer shall pay to CCBCC a monthly delivery fee with respect to all Full Service Vending Machines based on CCBCC's delivery fee schedule in effect from time to time. Each quarter during the Term, CCBCC shall deduct the total amount of all monthly delivery fees for such quarter from any Commission otherwise due and payable by CCBCC to Customer for such quarter. Additionally, Customer shall pay to CCBCC any delivery fee, if applicable based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

4. Vend Rates

CCBCC shall have, and shall retain, the sole and exclusive right to set vending prices on all Products sold through the Full Service Vending Machines. For the convenience of the parties, the vend rates of the Products as of the Effective Date are as follows:

Product	Vend Rates
---------	------------



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 21-1026 A resolution proclaiming Saturday, December 11, 2021 as Anti-Vaping and Tobacco Use Day in elementary, middle, and high schools in the City of Goodlettsville, Tennessee. <u>PRESENTED BY:</u> Vice Mayor Jennifer Duncan	Agenda Item: Resolution 21-1026 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Vice Mayor Jennifer Duncan Cost of Item: N/A
--	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-1026

SUMMARY STATEMENT:

A resolution proclaiming Saturday, December 11, 2021 as Anti-Vaping and Tobacco Use Day in elementary, middle, and high schools in the City of Goodlettsville, Tennessee.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1026.

RESOLUTION NO. 2021-1026

**A RESOLUTION PROCLAIMING SATURDAY, DECEMBER 11, 2021 AS
ANTI-VAPING AND TOBACCO USE DAY IN ELEMENTARY, MIDDLE, AND
HIGH SCHOOLS
IN THE CITY OF GOODLETTSVILLE, TENNESSEE**

WHEREAS, national studies have proven that the use of vaping and the use of e-cigarettes are addictive and unsafe to all that use them.

WHEREAS, students at Beech Senior High School have recently recognized the dangers from vaping and hosted the first ever anti-vaping campaign at the school; and

WHEREAS, during the campaign four Beech Senior High School STARS peer leaders were chosen to serve as “Tennessee Strong Ambassadors”; and

WHEREAS, the Beech Senior High School STARS peer leaders have assumed a mission to educate the local community about the harmful effects of tobacco and nicotine products, while raising awareness for mental health in teens, the primary users of electronic cigarettes; and

WHEREAS, the students chosen to serve as Students Taking A Right Stand (STARS) peer leaders for Beech Senior High School are Ms. Hadley Brown, Ms. Niya Angelova, Ms. Ella Paligo, and Ms. Nahzah Blair; and

WHEREAS, the STARS counselor is Mrs. Alicia Georgiou and Sumner County Prevention Specialist, Jerrica Mayo; and

WHEREAS, as the Students Taking A Right Stand peer leaders educate the community in the dangers of E-cigarettes and Vaping, the City of Goodlettsville joins them in their efforts.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Goodlettsville, Tennessee, that Saturday, December 11, 2021 be recognized as “Anti-Vaping and Tobacco Use” within Elementary, Middle and High Schools in the City of Goodlettsville.

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Passed this December 9, 2021.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1027</u> A resolution to ratify the membership and appointment to the Goodlettsville Board of Zoning and Sign Appeals, Beer Board, Industrial Development Board, and Parks and Recreation Advisory Board. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1027 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Mayor Rusty Tinnin Cost of Item: N/A
--	--

AGENDA ITEM ATTACHMENTS:

Resolution 21-1027

SUMMARY STATEMENT:

This resolution ratifies an appointment and membership to the Board of Zoning and Sign Appeals, Beer Board, Industrial Development Board, and Parks and Recreation Advisory Board.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Mayor recommends approval of Resolution 21-1027.

RESOLUTION NO. 21-1027

A RESOLUTION RATIFYING THE MEMBERSHIP AND APPOINTMENT TO THE GOODLETTSVILLE BOARD OF ZONING AND SIGN APPEALS, BEER BOARD, INDUSTRIAL DEVELOPMENT BOARD, AND PARKS AND RECREATION ADVISORY BOARD.

WHEREAS, as a requirement in the City's charter, the public good is served through citizen advisory and policy boards; and.

WHEREAS, the citizens of Goodlettsville are best served when all positions on those boards are filled;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT THE FOLLOWING APPOINTMENTS BE RATIFIED AS FOLLOWS:

BOARD OF ZONING & SIGN APPEALS (4 Year Term)

Cisco Gilmore

BEER BOARD (3 Year Term)

Jerry Mayes

INDUSTRIAL DEVELOPMENT BOARD (6 Year Term)

Danny Hawkins

Mark Allison

Emmet Wynn

PARKS AND RECREATION ADVISORY BOARD (3 Year Term)

Mike Kelly

Dan Sheppard

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

Adopted: December 9, 2021

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 21-1028 A resolution to adopt the City of Goodlettsville's Legislative Agenda for the second session of the 112th General Assembly of the State of Tennessee. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1028 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: N/A
--	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1028

SUMMARY STATEMENT:

A resolution to adopt the City of Goodlettsville's Legislative Agenda for the second session of the 112th General Assembly of the State of Tennessee.

FINANCIAL SUMMARY:

The resolution will have no fiscal impact on the City of Goodlettsville.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1028.

RESOLUTION NO. 21-1028

A RESOLUTION TO ADOPT THE CITY OF GOODLETTSVILLE'S LEGISLATIVE AGENDA FOR THE SECOND SESSION OF THE 112TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE FOLLOWING IS HEREBY ADOPTED AS THE CITY OF GOODLETTSVILLE'S LEGISLATIVE AGENDA FOR THE SECOND SESSION OF THE 112TH GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

- Support the City of Goodlettsville's desire to be authorized to assess a maximum of a 5% hotel / motel tax.
- Support an increase in the single article local option sales tax cap from \$1,600 to \$3,200 in order to align with the state sales tax single article limit of \$3,200.
- Support legislation that would create an adequate and effective funding system for the Better Education Program (BEP).
- Support legislation that would create a state funded stipend for Certified Municipal Finance Officers. This would match the same stipend program being provided to Certified County Finance Officers.
- Support legislation that will reverse action take in 2002 and allow municipalities to be provided state shared taxes based on the states full seven percent (7%) sales tax collection rather than only on five and one half percent (5.5%) .
- Support legislation that would permanently allow municipalities to meet by electronic means in certain situations.
- Support the creation of a standardized funding plan for all 911 Emergency Communications systems. A system that would adequately fund its operation and not require residents of any municipality to be double taxed (City and County Taxes) for its operation.
- Support legislation that will that would allow municipalities to better control the deployment of "Small Cell Tower" within its corporate boundaries, in accordance to federal regulations.

- Support legislation that will continue Public Chapter 1101, as it relates adopted urban growth boundaries.
- Oppose legislation that would require the consent of a county before a municipality may annex territory that is not contiguous to the municipality's boundary.
- Support legislation that would standardize the sale of a public utilities as it relates to assets, fund balances, etc.
- Oppose legislative mandates that are not fully funded by the State of Tennessee in perpetuity.
- Oppose legislation that further limits a municipality's ability to annex property.
- Oppose legislation that makes any changes to the current eminent domain laws of the State of Tennessee that would negatively impact local governments.

This resolution shall take effect from and after its adoption, the welfare of The City of Goodlettsville requiring it.

Passed this 9th day of December, 2021.

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1029</u> A resolution to accept the Copper Creek public improvements Phase 2-4 and Phase 2-5 with a one year maintenance bond from Meritage Homes. <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Resolution 21-1029 Dept. of Origin: Planning For Agenda of: December 9, 2021 Originator: Addam McCormick Cost of Item: N/A
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1029

SUMMARY STATEMENT:

A resolution to accept the Copper Creek public improvements Phase 2-4 and Phase 2-5 with a one year maintenance bond from Meritage Homes.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1029.

Resolution 21-1029

A RESOLUTION TO ACCEPT THE COPPER CREEK PUBLIC IMPROVEMENTS PHASE 2-4 AND PHASE 2-5 WITH A ONE YEAR MAINTENANCE BOND FROM MERITAGE HOMES

WHEREAS, the City of Goodlettsville Regional Planning Commission met and voted to recommend to the Board of Commissioners to accept Copper Creek Phase 2-4 and Phase 2-5 with a one-year maintenance bond; and

WHEREAS, all requirements for the acceptance of Copper Creek Phase 2-4 and Phase 2-5 have been met including the phase sections of Old Stone Road, Fall Creek Circle, Long Hunter Drive, Harpeth Court, Dunbar Court; and

WHEREAS, it is in the City of Goodlettsville's best interest to accept the Copper Creek Phase 2-4 and Phase 2-5 city streets; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE COPPER CREEK PHASE 2-4 and PHASE 2-5 PUBLIC IMPROVEMENTS BE ACCEPTED WITH A ONE YEAR MAINTENANCE BOND.

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

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 21-1030 A resolution to amend the City of Goodlettsville Personnel Policies and Procedures Manual, by amending Section IV entitled: Leave Policies. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1030 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: N/A
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1030

SUMMARY STATEMENT:

A resolution to amend the City of Goodlettsville Personnel Policies and Procedures Manual, by amending Section IV entitled: Leave Policies.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 21-1030.

RESOLUTION NO. 21-1030

A RESOLUTION TO AMEND THE CITY OF GOODLETTSVILLE PERSONNEL POLICIES AND PROCEDURES MANUAL, BY AMENDING THE SECTION IV ENTITLED: LEAVE POLICIES.

WHEREAS, the City of Goodlettsville Board of Commissioners has deemed it in the best interest of the city to make certain changes to the Personnel Policies and Procedures Manual as it relates to vacation leave accrual for public safety employees, and

WHEREAS, an amendment to the Personnel Policies and Procedures Manual as it relates to vacation leave for those employees who works twelve and twenty four hour shifts would be in the best interest of such employees.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE PERSONNEL POLICIES AND PROCEDURES MANUAL, SECTION IV ENTITLED: LEAVE POLICIES IS AMENDED AS FOLLOWS.

LEAVE POLICIES - Calculation of Vacation Leave: Vacation leave time for regular full-time employees will be calculated according to the following schedule:

Years of Service	Hours Earned / Year 8/10 hour shift	Hours Earned / Year 12 hour shift	Hours Earned / Year 24 hour shift
6 mo – 1	40 hours	48 hours	60 hours
1-5	80 hours	84 hours	120hours
6-10	120 hours	132 hours	180 hours
Over 10	160 hours	168 hours	228 hours

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

MAYOR RUSTY TINNIN

Adopted:_____

CITY RECORDER
APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 21-1031</u> A resolution authorizing a budgetary allocation for employee cost of living compensation adjustments effective January 1, 2022. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 21-1031 Dept. of Origin: Administration For Agenda of: December 9, 2021 Originator: Tim Ellis Cost of Item: \$195,000.00
---	---

AGENDA ITEM ATTACHMENTS:

Resolution 21-1031

SUMMARY STATEMENT:

A resolution authorizing a budgetary allocation for employee compensation adjustments effective January 1, 2022.

Currently within metropolitan Nashville statistical area there has been exponential growth in employee salaries. During the same period of time the City of Goodlettsville has had to budget very conservatively due to certain budget constraints and concerns. Over the past three years the city has provided a total of 5% in salary increases.

Currently on January 1st the Federal Employee Retirement System will provide a 4.9% cost of living increase and the Civil Service Retirement System will provide a 5.9% cost or living increase on January 1, 2022.

Also, to assure that our compensation growth continues to match local job market values there will be an updated compensation plan conducted on March 2022 in preparation of FY 2022/2023 budget process.

Furthermore, with the-unprecedented growth in local options sales tax over the past eighteen months finances currently exist to fund such increases.

FINANCIAL SUMMARY:

\$195,000.00

RECOMMENDED ACTION:

Staff recommends that the Board adopt Resolution 21-1031

RESOLUTION NO. 21-1031

A RESOLUTION AUTHORIZING A BUDGETARY ALLOCATION FOR EMPLOYEE COST OF LIVING COMPENSATION ADJUSTMENTS EFFECTIVE JANUARY 1, 2022.

WHEREAS, one of the greatest assets that the City of Goodlettsville possesses is its hard-working employees, and

WHEREAS, for the past three years the city has been very conservative in providing funding for pay increases due to budgetary and COVID-19 concerns, and

WHEREAS, during this time the city has experienced record sales tax collections; and

WHEREAS, the current market value for each position has rapidly surpassed the current employee compensation plan, and

WHEREAS, the Federal Employee Retirement System will provide a 4.9% cost of living increase and the Civil Service Retirement System will provide a 5.9% cost of living increase on January 1, 2022.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE FOLLOWING IS HEREBY AUTHORIZED.

1. An allocation of \$195,000 for Cost-of-Living Compensation Increases for fiscal year 2021-2022 effective January 1, 2022, that will require a future budget amendment.
2. The city manager may provide up to a 5% cost of living compensation adjustment to all full-time city employees.

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

MAYOR RUSTY TINNIN

Adopted: _____

CITY RECORDER
APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY