



January 27, 2022 Board of Commissioners City Hall - Massie Chambers
6:30 PM

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance
2. Roll call by the Recorder.
3. Approval of minutes.
 - a. Reading of the minutes of the January 13th 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 22-1023, an ordinance to amend Ordinance 06-689 which sets the order of business of the Board of Commissioners meeting. **SECOND READING**
 - b. Consider Ordinance 22-1024, an ordinance calling for the election of two city commission seats set to expire in November of this year. **SECOND READING**

- c. Consider Ordinance 22-1029, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2021-2022 budget, passed by Ordinance 21-995. **SECOND READING**

8. New Business.

- a. Consider Ordinance 22-1030, an ordinance granting to Cumberland Connect, the non-exclusive right to erect, maintain and operate in, under, over, along, across the streets, lanes, avenues, sidewalks, alleys, bridges, highways, and easements dedicated for compatible uses and other public places in the City of Goodlettsville, Tennessee, and the subsequent additions thereto, towers, fibers, cables, and ancillary facilities for the purpose of constructing, operating, maintaining and repairing a cable system, as defined herein, for a period of ten (10) years, regulating the same and providing compensation to the city. **FIRST READING**
- b. Consider Ordinance 22-1031, an ordinance imposing a temporary initial ninety (90) day moratorium on the rezoning approval for any High Density Residential Planned Unit Development and Regional Center Planned Unit Development including High Density Residential Use by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance. **FIRST READING**
- c. Consider Resolution 22-1033, a resolution adopting rules for the use of consent agenda items.
- d. Consider Resolution 22-1034, a resolution to set certain fees charged by the City of Goodlettsville for various municipal services.
- e. Consider Resolution 22-1035, a resolution to accept the Parkview Preserve Phase 1 public improvements with a one-year maintenance bond from Insight Properties.

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

January 13, 2022

6:30 PM

City Hall - Massie Chambers

Minutes:

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

Absent: Jimmy D. Anderson.

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

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

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

Consider the minutes of the December 9, 2021 regular meeting of the Board of Commissioners by the Recorder. Commissioner Huffman made a motion to consider the minutes as written. Vice Mayor Duncan seconded the motion and motion passed 4-0.

Commissioner Young asked for a moment of silence for Judge Barbara Haynes as she passed away the night before. She spent her lifetime doing a lot of good things for a lot of people.

Consider Old Business.

Consider New Business.

Consider Ordinance 22-1023, an ordinance to amend Ordinance 06-689 which sets the order of business of the Board of Commissioners meeting, first reading. City Manager Ellis stated at the next meeting he would have a resolution with guidelines for a consent agenda. Commissioner Young made a motion to consider Ordinance 22-1023. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1023.

Consider Ordinance 22-1024, an ordinance calling for the election of two city commission seats set to expire in November of this year, first reading. Vice Mayor Duncan made a motion to consider Ordinance 22-1024. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1024.

Consider Ordinance 22-1025, an ordinance imposing a temporary one hundred eighty (180) day moratorium on the rezoning approval for any High Density Residential Planned Unit

Development by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance, first reading. City Manager Ellis stated over the past 12-18 months we have approved a significant amount of high density developments and feels we need to better align expectations than what we have currently. This would be a task assigned to the Planning Commission. Commissioner Huffman made a motion to consider Ordinance 22-1025. Vice Mayor Duncan seconded the motion. Mayor Tinnin stated he liked the timing of the ordinance. Commissioner Young stated he didn't know if this was the best way to go about this. He stated a PUD took 18 months before approval and proves we don't necessarily need a moratorium. He feels like if things need to be worked on then they can at the Planning Commission and stated the Planning Commission and City Commission already has the authority to defer something while we work on things. He worries if a submission is made that is above board he would hate to hold up construction of new inventory of housing and thinks we already have the authority in place and this is why he will be voting no. Vote was then taken, which resulted in a 2-1 vote to deny Ordinance 22-1025 with Commissioners Huffman and Young voting against the ordinance. Vice Mayor Duncan did not vote. Vice Mayor Duncan stated she did not vote but votes in favor of Ordinance 22-1025. Vote is now 2-2. There was discussion on what next steps would be. City Manager Ellis asked if there were suggestions to develop certain standards without creating a moratorium. Commissioner Young had a parliamentary inquiry since the Mayor called the vote if the Vice Mayor can cast a vote after the fact. He stated if no vote is placed then this fails 2-1. City Attorney Freeman stated the Vice Mayor indicated her vote was a yes and a 2-2 split. Commissioner Young stated he wanted to make sure we did not get into a habit of not voting and then voting after seeing how it turns out. There was discussion. City Manager Ellis suggested taking the moratorium to 90 days instead of 180 days and still keep the application in there to extend it. Commissioner Young asked if we could also offer an amendment stating it could be repealed by Resolution instead of Ordinance. There was discussion. Commissioner Young requested this be on the next agenda in hopes of having a full Commission and can discuss it then.

Consider Ordinance 22-1026, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning designation of properties on Louisville Hwy 31W from A, Agricultural and CG, Commercial General Zoning to IC, Industrial Commercial, first reading. Commissioner Young made a motion to consider Ordinance 22-1026. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1026.

Consider Ordinance 22-1027, an ordinance to amend the Sign Regulations of the Zoning Ordinance to include defined criteria for alterations of certain nonconforming signs, first reading. Commissioner Young made a motion to consider Ordinance 22-1027. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1027.

Consider Ordinance 22-1028, an ordinance to amend 06-674 as amended, the Zoning Ordinance of the City of Goodlettsville, to include an IC, Industrial Commercial Zoning District and Regulations, first reading. Vice Mayor Duncan made a motion to consider Ordinance 22-

1028. Commissioner Huffman seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1028.

Consider Ordinance 22-1029, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2021-2022 budget, passed by Ordinance 21-995, first reading. Commissioner Huffman made a motion to consider Ordinance 22-1029. Vice Mayor Duncan seconded the motion. Vote was then taken which resulted in a 4-0 vote to approve Ordinance 22-1029.

Consider Resolution 22-1032, a resolution authorizing the execution of an inter-local agreement for participation in a Swiftwater Rescue Team between the Nashville Fire Department, Tennessee Task Force 2 Urban Search and Rescue and the City of Goodlettsville, Tennessee. City Manager Ellis stated Metro Nashville will be the primary agency in this and it includes Goodlettsville, Murfreesboro, Franklin and Hendersonville. Commissioner Huffman made a motion to consider Resolution 22-1032. Vice Mayor Duncan seconded the motion. Commissioner Young asked if this is an aid agreement that we would help each other with equipment. Fire Chief Ken Reeves stated this agreement speaks specifically to employees as far as the employees liability and health coverage. He stated it follows like the state mutual aid plan where our employees are always our employees whether they are traveling or not. Vote was then taken which resulted in a 4-0 vote to approve Resolution 22-1032.

Commissioner Young recognized his brother, Scobe, on his 16th birthday today. Mayor Tinnin stated it was his son's birthday today too.

With no further business, Commissioner Young made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 6:55pm with a 4-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1023</u> AN ORDINANCE TO AMEND ORDINANCE 06-689 WHICH SETS THE ORDER OF BUSINESS OF THE BOARD OF COMMISSIONERS MEETINGS. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 22-1023 Dept. of Origin: Administration For Agenda of: January 27, 2022 Originator: Tim Ellis Cost of Item: n/a
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1023

SUMMARY STATEMENT:

AN ORDINANCE TO AMEND ORDINANCE 06-689 WHICH SETS THE ORDER OF BUSINESS OF THE BOARD OF COMMISSIONERS MEETINGS.

CREATES A SECTION FOR CONSENT AGENDA ITEMS. ITEMS THAT CAN BE CONSIDERED ALL AT ONE TIME. THERE WOULD BE A RESOLUTION CONSIDERED AT WHICH TIME THIS ORDINANCE IS CONSIDERED ON SECOND READING THAT WILL DEFINE THE USE OF CONSENT AGENDA ITEMS.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1023.

ORDINANCE No. 22-1023

AN ORDINANCE TO AMEND ORDINANCE 06-689 WHICH SETS THE ORDER OF BUSINESS OF THE BOARD OF COMMISSIONERS MEETINGS.

WHEREAS, Ordinance No. 06-689, the ordinance to set the order of business at board of commissioners meetings, was adopted on December 21, 2006; and

WHEREAS, it has been determined that an amendment to the order of business for board of commission meetings would be in the in the best interest of the city.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE ORDER OF BUSINESS OF BOARD OF COMMISSIONER MEETINGS ESTABLISHED BY ORDINANCE NO. 06-689 IS HEREBY AMENDED BY CREATING THE FOLLOWING ORDER OF BUSINESS:

1. Call to order by the mayor.
2. Roll call by the recorder.
3. Reading of minutes of the previous meeting by the recorder and approval or correction
4. Comments from citizens.
5. Communications from city manager and city staff.
6. Reports and comments from committees, members of the board of commissioners, and other officers.
7. Consent agenda items.
8. Old Business.
9. New Business.
10. Adjournment.

THIS ORDINANCE SHALL TAKE EFFECT FIFTEEN (15) DAYS AFTER ITS FINAL PASSAGE, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

MAYOR RUSTY TINNIN

Adopted First Reading: _____

CITY RECORDER

Adopted Second Reading: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 22-1024</u> An Ordinance calling for the election of two city commission seats set to expire in November of this year. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 22-1024 Dept. of Origin: Administration For Agenda of: January 27, 2022 Originator: Tim Ellis Cost of Item: \$10,000.00 +/-
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1024

SUMMARY STATEMENT:

This ordinance as directed by the Tennessee Code Annotated and the City Charter calls for the election of two (2) members of the City Commission.

FINANCIAL SUMMARY:

\$10,000.00 +/-

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1024.

ORDINANCE No. 22-1024

AN ORDINANCE TO DIRECT THE DAVIDSON COUNTY ELECTION COMMISSION TO CALL AN ELECTION TO FILL THE TERMS OF TWO (2) COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, PURSUANT TO T.C.A. SECTION 6-20-105 AND THE SIMILAR REQUIREMENT OF THE CITY'S CHARTER

WHEREAS, the current Board of Commissioners is comprised of five (5) Commissioners, with the terms of two (2) Commissioners set to expire in 2022.

NOW, THEREFORE, BE IT ORDAINED PURSUANT TO T.C.A. 62-20-105 AND THE CITY'S CHARTER THAT THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE HEREBY DIRECTS THE DAVIDSON COUNTY ELECTION COMMISSION TO CALL AND CONDUCT A REGULAR MUNICIPAL ELECTION TO FILL THE TERMS OF TWO (2) MEMBERS OF THE BOARD OF COMMISSIONERS FOR FOUR (4) YEAR TERMS, SAID ELECTION TO BE HELD NOVEMBER 8, 2022. THIS ORDINANCE SHALL TAKE EFFECT FIFTEEN (15) DAYS AFTER ITS FINAL PASSAGE, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

MAYOR RUSTY TINNIN

Adopted First Reading: _____

CITY RECORDER

Adopted Second Reading: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Ordinance 22-1029 AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2021-2022 BUDGET, PASSED BY ORDINANCE # 21-995. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 22-1029 Dept. of Origin: Administration For Agenda of: January 27, 2022 Originator: Tim Ellis Cost of Item: <u>PLEASE REFERENCE FINANCIAL SUMMARY</u>
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1029

SUMMARY STATEMENT:

Previously the Board of Commissioners approved Resolution 21-1005 (Fire Department Pick-up Truck) and Resolution 21-1031 (Five Percent Cost of Living Raise for all Employees effective 1-1-2022). These items were not included in the FY22 Budget. Copies of each Resolution is attached for your reference. As was noted at the time that each Resolution was approved the need for a budget amendment would also be required.

FINANCIAL SUMMARY:

General Fund -Fund Balance-Committed to Fleet Maint	(\$39,766)
General Fund-Fire Department-Capital Outlay	\$39,766
General Fund-Fund Balance-Unrestricted	(\$161,973)
Salaries and Benefits-	
Admin	\$17,648
Planning and Codes	\$ 8,366
Police	\$61,772
Communications	\$16,940
Fire	\$35,953
Public Works	\$ 7,753
Parks and Rec	\$13,541
Sanitation-Fund Balance	(\$4,332)

Sanitation Salaries and Benefits	\$4,332
Tourism-Fund Balance	(\$10,222)
Tourism Salaries and Benefits	\$10,222
Sewer-Net Position-Unrestricted	(\$10,632)
Sewer Salaries and Benefits	\$10,632
Stormwater-Fund Balance	(\$7,841)
Stormwater Salaries and Benefits	\$7,841

RECOMMENDED ACTION:

Staff recommends that the Board adopt Ordinance 22-1029

ORDINANCE NO. 22-1029

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2021-2022 BUDGET, PASSED BY ORDINANCE # 21-995

WHEREAS, the City of Goodlettsville adopted the fiscal year 2021-2022 budget by passage of Ordinance #21-995 on May 27, 2021; and

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

WHEREAS, the Board of Commissioners authorized by Resolution #21-1005, the purchase of a pick-up truck for the Fire Department; and

WHEREAS, the Board of Commissioners authorized by Resolution #21-1031, a 5% increase in pay to all full-time employees.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2021-2022 BUDGET AS FOLLOWS:

General Fund -Fund Balance-Committed to Fleet Maint	(\$39,766)
General Fund-Fire Department-Capital Outlay	\$39,766
General Fund-Fund Balance-Unrestricted	(\$161,973)
Salaries and Benefits-	
Admin	\$17,648
Planning and Codes	\$ 8,366
Police	\$61,772
Communications	\$16,940
Fire	\$35,953
Public Works	\$ 7,753
Parks and Rec	\$13,541
Sanitation-Fund Balance	(\$4,332)
Sanitation Salaries and Benefits	\$4,332
Tourism-Fund Balance	(\$10,222)
Tourism Salaries and Benefits	\$10,222
Sewer-Net Position-Unrestricted	(\$10,632)
Sewer Salaries and Benefits	\$10,632
Stormwater-Fund Balance	(\$7,841)
Stormwater Salaries and Benefits	\$7,841

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

_____ Mayor Rusty Tinnin	Passed first reading:_____
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City Recorder
Approved as to form and legality.

Passed second reading:_____

City Attorney

FOR REFERENCE ONLY

RESOLUTION NO. 21 - 1005

A RESOLUTION TO APPROVE THE CAPITAL EXPENDITURE FOR THE PURCHASE OF A NEW PICK-UP TRUCK WITH A CAMPER TOPPER AND SLIDE OUT TRAY.

WHEREAS, the City of Goodlettsville is currently in need of purchasing a new pick-up truck with camper topper and slide out tray for use by the fire department, and

WHEREAS, the City of Goodlettsville has evaluated all vehicles from the list of vendors that provide such equipment by statewide contracts, and

WHEREAS, it has been determined that Ford of Murfreesboro possesses the best vehicle at a cost of \$39,766.00, having met all required specifications.

NOW, THEREFORE, BE IT IS RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY APPROVE THE CAPITAL EXPENDITURE FROM THE FLEET MANAGEMENT ACCOUNT FOR THE PURCHASE OF A NEW pick-up TRUCK WITH A CAMPER TOPPER AND SLIDE OUT TRAY.

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

MAYOR

Passed: _____
DATE

CITY RECORDER

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

Adopted: _____

CITY RECORDER
APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 22-1030 An ordinance granting to Cumberland Connect, the non-exclusive right to erect, maintain and operate in, under, over, along, across the streets, lanes, avenues, sidewalks, alleys, bridges, highways, and easements dedicated for compatible uses and other public places in the City of Goodlettsville, Tennessee, and the subsequent additions thereto, towers, fibers, cables and ancillary facilities for the purpose of constructing, operating, maintaining and repairing a cable system, as defined herein, for a period of ten (10) years, regulating the same and providing compensation to the city. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 22-1030 Dept. of Origin: Administration For Agenda of: January 27, 2022 Originator: Tim Ellis Cost of Item: To be determined
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1030

SUMMARY STATEMENT:

An ordinance granting to Cumberland Connect, the non-exclusive right to erect, maintain and operate in, under, over, along, across the streets, lanes, avenues, sidewalks, alleys, bridges, highways, and easements dedicated for compatible uses and other public places in the City of Goodlettsville, Tennessee, and the subsequent additions thereto, towers, fibers, cables and ancillary facilities for the purpose of constructing, operating, maintaining and repairing a cable system, as defined herein, for a period of ten (10) years, regulating the same and providing compensation to the city.

FINANCIAL SUMMARY:

To be determined.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1030.

ORDINANCE NO. 22-1030

AN ORDINANCE GRANTING TO CUMBERLAND CONNECT, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG, ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, AND EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF GOODLETTSVILLE, TENNESSEE, AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, FIBERS, CABLES AND ANCILLARY FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING A CABLE SYSTEM, AS DEFINED HEREIN, FOR A PERIOD OF TEN (10) YEARS, REGULATING THE SAME AND PROVIDING COMPENSATION TO THE CITY.

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

This Franchise Agreement (“Agreement”) is between the City of Goodlettsville, hereinafter referred to as the “Franchising Authority”, and Cumberland Connect, a corporation duly organized and validly existing under the laws of the State of Tennessee, hereinafter referred to as the “Grantee,” and further defined in **Subsection 1.1.L** below.

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future video programming distribution related needs of the Service Area, as defined in **Subsection 1.1.V** below, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Agreement with the Grantee for the construction and operation of a broadband video distribution system on the terms set forth herein.

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Additional Franchise” is a franchise other than the Franchise, as defined in **Subsection 1.1.K** below, granted to any third-party, including any renewal of an already existing cable franchise, for the construction, operation or maintenance of a cable system pursuant to the Cable Act, as defined in **Section 1.1.E**, below.

B. “Additional Franchise Agreement” is an agreement by which the Franchising Authority grants an Additional Franchise.

C. “Basic Cable Service” is the lowest priced tier of Cable Service, as defined in **Section 1.1.F**, below, that includes the retransmission of local broadcast television signals.

D. “Board/Council” shall mean the Board of Commissioners of Goodlettsville, Tennessee.

E. “Cable Act” is Title VI of the Cable Act of 1984, as amended.

F. “Cable Services” shall mean: (i) the one-way transmission to Subscribers, as defined in **Subsection 1.1.X**, below, of (a) video programming or (b) another programming service and (ii) action(s) taken by Subscribers, which may be required for the selection or use of such video programming or other programming service.

G. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, which shall include video programming, and which is provided to multiple Subscribers within the Service Area.

H. “Convertor Box” shall mean the device, whether it be a convertor box, set-top box, or terminal, that resides at Subscribers’ locations and through which Subscribers receive the Cable Services.

I. “Effective Date” shall mean _____, 2022.

J. “FCC” shall mean the Federal Communications Commission, or successor governmental entity thereto.

K. “Franchise” shall mean the non-exclusive rights granted to Grantee pursuant to this Agreement to construct and operate a Cable System along the Public Ways, as defined in **Subsection 1.1.U** below, within all or a specified area in the Service Area.

L. “Grantee” means Cumberland Connect, or the lawful successor, transferee, or assignee thereof.

M. “Gross Revenues” shall mean all cash compensation or revenues of any kind or nature received directly or indirectly by the Grantee, its subsidiaries or parent, arising from, attributable to, or in any way derived from the provision of Cable Services by the Grantee within the Service Area, as long as all such Gross Revenues are in accordance with generally accepted accounting principles. Gross Revenues include, but are not limited to, monthly fees charged to Subscribers for Basic Cable Service; monthly fees charged to Subscribers for any optional, premium, per-channel or per-program service; monthly fees charged to Subscribers for any tier of Cable Service other than Basic Cable Service; fees for installation, disconnection, and reconnection of Cable Service; late fees assessed for any Subscriber payment obligation; change of service fees; leased channel fees; franchise fees collected from Subscribers, Convertor Box rental or sales fees; programming production and/or studio equipment rental fees; advertising revenues; and revenues derived by the Grantee from home shopping channel sales to Subscribers. Gross Revenues shall not include: (i) any tax, fee, or assessment of general applicability, (ii) unrecovered bad debt, and (iii) revenues received from the provision of internet service over the Cable System unless and until such time as Federal law or the FCC’s rules and regulations determine that internet service shall be designated a Cable Service and included in Gross Revenues for the purpose of calculating

franchise fees. Advertising and home shopping revenues shall be allocated on a pro-rata basis based on the number of total Subscribers versus the Subscribers residing within the Service Area, provided the revenues cannot be calculated on a per-Subscriber basis. Gross Revenues shall be the basis for computing any franchise fee.

N. "Installation" shall mean the connection of the Cable System from feeder fiber, cable, or other distribution mechanism to Convertor Boxes.

O. "OTT" shall mean an Over-the-Top video programming service whose owner and/or operator was granted a franchise by the Franchising Authority to provide programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

P. "OVS" shall mean an Open Video System, as certified by the FCC pursuant to 47 U.S.C. § 573, as may be amended, whose owner and/or operator was granted a franchise by the Franchising Authority to provide video programming to the Service Area, regardless of the distribution facilities used by the owner and/or operator.

Q. "Person" shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

R. A "Pole" may refer to any telephone pole, conduit and/or other facility which is owned by the Franchising Authority upon which the Grantee may affix the Cable Systems facilities.

S. "Public Building" shall mean police and fire stations and administration buildings of the Franchising Authority located within the Service Area.

T. "Public School" shall mean any school at any educational level operated within the Service Area by any public, private or parochial school system, but limited to, the equivalent of elementary schools, junior high schools, middle schools and high schools.

U. "Public Way" shall mean the surface of, and the space above and below, each of the following, which are dedicated to the public and maintained under public authority or by others and located within the Service Area: streets, roadways, highways, freeways, parkways, bridges, land paths, boulevards, avenues, lanes, courts, ways, alleys, sidewalks, circles, drives, easements, rights-of-way, and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area.

V. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions specifically stated herein.

W. "State" shall mean the State of Tennessee.

X. "Standard Installation" is defined as Installation of the Cable Service that is within 125 feet from the nearest connection point to the Cable System.

Y. “Subscriber” means a Person who, with the Grantee’s express permission, lawfully receives Cable Service from the Cable System.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area. The Grantee is authorized for that purpose to erect, install, or construct; repair, replace, or reconstruct; and operate, maintain, or retain such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes in, on, over, under, upon, across, or along any Public Way.

2.2 Additional Franchises.

A. Additional Franchise Granted in More Favorable Terms. If, following the Effective Date, the Franchising Authority exercises its right to grant an Additional Franchise to a third-party and the Grantee believes that the Additional Franchise Agreement created therefrom bestows benefits and imposes burdens on such third-party, which on balance, are materially more advantageous to such third-party than the benefits bestowed and the burdens imposed on the Grantee by this Agreement, the Grantee may at any time request that the Franchising Authority compare the Additional Franchise Agreement and the Agreement and make a determination as to the Grantee’s belief. If the Franchising Authority determines that the Grantee’s belief is correct, the parties shall renegotiate the terms and conditions of this Agreement as provided for in this Subsection. If the Franchising Authority is required by an existing ordinance, regulation, or State or federal law, including the Cable Act, to provide advance written public notice of any request for an Additional Franchise from a third-party, the Franchising Authority shall make such notice and simultaneously provide the Grantee with a copy of the proposed request.

B. Procedure for Review of Additional Franchise Agreement. The Franchising Authority shall have ten (10) days after receipt of a request from the Grantee to issue a written determination as to its comparison of the Additional Franchise Agreement and this Agreement. If the Franchising Authority determines that the Additional Franchise Agreement is more favorable to the third-party, negotiations on a new Agreement or an amendment to the current Agreement shall commence within three (3) business days of the Grantee’s receipt of the determination. The focus of such negotiations shall be to create overall economic, technical and operational parity between the franchisees. If the Grantee disagrees with the Franchising Authority’s decision, the Grantee may request that the Franchising Authority reconsider within three (3) business days of receipt of the determination.

C. Factors for Determination. In making a determination under this **Section 2**, the Franchising Authority will consider factors including, but not limited to: (i) the term of the franchise; (ii) the franchise fee to be paid by each franchisee; (iii) the number and density of dwelling units to be served; (iv) differences in construction, operational maintenance requirements

and the costs thereof; (v) differences in required system characteristics, including state-of-the-art requirements; (vi) differences in service obligations, including the provision of access to public, educational and government (“PEG”) channels and institutional service requirements; (vii) differences in permitted cable service fees and charges; and (viii) such other factors that are relevant to an inquiry into the overall economic, technical and operational parity of the agreements.

2.3 Police Powers and Conflicts with Franchise. The Grantee acknowledges that its rights hereunder are subject to the police power of the Franchising Authority to adopt and enforce general franchises necessary for the safety and welfare of the public. The Grantee shall comply with all applicable general laws and regulations enacted by the Franchising Authority pursuant to such power. Subject to its lawful police powers, the Franchising Authority may not, by franchise or otherwise, alter any of the Grantee’s material rights, benefits, obligations or duties as specified in this Agreement. In the event of a conflict between any franchise and this Agreement, the terms and conditions of this Agreement shall control, provided; however, that the Grantee agrees that it is subject to the lawful police power of the Franchising Authority.

2.4 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Agreement. In the event of a conflict between any ordinance and this Agreement, this Agreement shall control.

2.5 Other Authorizations. The Franchising Authority shall not permit any Person to provide services similar to those provided by the Grantee within the Service Area without the Person first securing an Additional Franchise. The Franchising Authority shall not grant any Additional Franchises or other authorizations to third-parties, including franchises or authorizations granted to OVS or OTT providers, to provide services similar to those provided by the Grantee within the Service Area on terms and/or conditions more favorable or less burdensome than those granted to the Grantee as set forth herein.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal.

A. The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth below subject to the Grantee's acceptance by countersigning where indicated below. This Franchise shall be automatically extended for an additional term of ten (10) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

B. In addition to the procedures set forth in the Cable Act and federal law, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments

shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this Subsection 3.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

3.2 Assessment of Needs. In addition to the procedures set forth in **Section 626(a)** of the Cable Act, the Franchising Authority agrees to notify the Grantee of all assessments the Franchising Authority has made regarding (i) the cable-related needs and interests of the community within the Service Area and (ii) the performance of the Grantee under the Agreement and the Franchise. The Franchising Authority further agrees that any such assessments shall be provided to the Grantee promptly so that the Grantee may timely provide a response under **Section 626(b)** of the Cable Act to complete renewal of the Franchise prior to expiration of its term.

3.3 Terms Consistent with Law. The Franchising Authority and the Grantee consider the terms set forth in this Subsection to be consistent with the express provisions of **Section 626** of the Cable Act.

3.4 Consideration of Additional Franchise Agreements and Authorizations. The Franchising Authority shall take into account any previously granted Additional Franchise Agreements or authorizations, when seeking to impose increased obligations upon the Grantee in any renewal of this Agreement or the Franchise. The proposed increased obligations shall not be more burdensome and/or less favorable than those contained in any such Additional Franchise Agreements or authorizations.

SECTION 4

Insurance and Indemnification

4.1 Insurance Requirements. The Grantee shall obtain and/or maintain, at its own cost, insurance that meets the coverage requirements set forth in this Subsection. Such insurance shall be in full force and effect during the term of the Agreement and the Franchise and any renewal periods of the same. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancelable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this Subsection. The insurance shall be in the amounts as follows:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence
Combined Single Liability (C.S.L.):	\$2,000,000 General Aggregate

Auto Liability including coverage	
on all owned, non-owned hired autos:	\$1,000,000 C.S.L.
Umbrella Liability:	\$1,000,000 per occurrence C.S.L.

4.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of the Cable System provided that the Franchising Authority shall give the Grantee written notice within ten (10) days of the Franchising Authority's receipt of a claim or action pursuant to this Subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority, its officers, members, agents or employees or for the Franchising Authority's use of the Cable System, including the use of any PEG channels.

SECTION 5

Service Obligations

5.1 No Discrimination. The Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall comply at all times with all other applicable federal, State and local laws and regulations.

5.2 Privacy. The Grantee shall comply with all applicable federal or State laws and regulations regarding the privacy rights of Subscribers.

5.3 Rates. The Grantee shall establish rates that are nondiscriminatory within the same general class or tier of Subscribers. Nothing contained herein shall prohibit the Grantee from offering: (i) discounts to commercial and multiple family dwelling Subscribers billed on a bulk basis; (ii) promotional discounts; (iii) reduced Installation rates for Subscribers who have multiple services; and (iv) discounted rates in those portions of the Service Area subject to competition from other video programming providers.

SECTION 6

Service Availability

6.1 Service Area. The Grantee shall make the Cable Service available to every dwelling unit within the Service Area so that the Cable Services, unless specifically stated hereon, is available to areas with a minimum density of at least ten (10) dwelling units per quarter cable mile within three (3) years from the Effective Date. The Grantee may elect to provide Cable Service to areas not meeting the density standards referenced in this Subsection. The build-out requirements in this Subsection do not apply to areas within the Service Area that are currently being served by another Person pursuant to an Additional Franchise Agreement. The Grantee shall Install the Cable Service at its published rates.

6.2 Service to New or Previously Un-served Single Family Dwellings. The Grantee shall offer Cable Service to all new homes or previously un-served single dwelling units located within 125 feet of the Grantee's feeder cable or broadband distribution facilities at its published rates for Standard Installation.

6.3 Service to New Subdivisions. Where the Franchising Authority has created or established a new subdivision for dwelling units within the Service Area after the Effective Date, the Grantee shall make the Cable Service available to these dwelling units if the following conditions are met: (i) the dwelling units must have building foundations in place; (ii) electric and/or telephone facilities have been installed to provide electric or telephone service to the dwelling units; (iii) the dwelling units are located within 125 feet of the Grantee's existing Cable Service distribution facilities; (iv) the minimum density of the new subdivision is at least ten (10) dwelling units per quarter cable mile; and (v) the Grantee is not required to pay an entrance fee or private right-of-way fee to provide Cable Service to the subdivision. If all of these conditions are met, the Grantee shall extend Cable Service to such a dwelling unit within six (6) months of a written request by a resident of the new subdivision with authority to contract for cable services for the dwelling unit. The Franchising Authority shall use its best efforts to advise the Grantee when a new subdivision has been approved and permitted by the Franchising Authority for construction.

6.4 Service to Annexed Areas. The Grantee shall offer Cable Services to any area described in any annexation franchise passed after the Effective Date within one (1) year after the effective date of such annexation franchise. The area delineated in the annexation shall be included with, and become part of the definition of, the Service Area upon the Installation of the Cable Service within the annexation area. The Grantee shall not be required to offer service to the annexation area if the Grantee or a Person already provides video programming services to the annexation area or if the density of homes is less than that required in **Section 6.1**.

6.5 Additional Service. The Grantee may elect to offer Cable Service to areas within the Service Area not meeting the standards set forth in this **Section 6**. The Grantee may impose an additional charge in excess of its Standard Installation charge to any Subscriber for any Installation that requires the Grantee to exceed the standards set forth in this **Section 6**. This additional charge shall be computed on a time plus materials basis to be calculated on that portion of the Installation that is above and beyond 125 feet for the nearest connection point to the Cable System.

6.6 New Development Underground. In cases of new construction or property development within the Service Area where utilities will be placed underground, the Franchising Authority shall require any property owner or developer to: (i) provide notices of such construction to the Grantee and (ii) allow the Grantee to require installation of facilities for the availability of Cable Service, into any trench created for the underground utilities as conditions of the Franchising Authority issuing a permit to authorize the proposed new construction or property development. Specifically, such permit shall require the property owner or developer to notify the Grantee in writing: (y) thirty (30) days prior to the start of construction or development and (ii) at least two (2) weeks prior to the time that the property owner or developer shall make the open trench available for installation of conduit, pedestals, vaults, and/or laterals. The Grantee and applicable property owner or developer shall agree upon the specifications or construction schedule as needed for trenching prior to the open trenching date. Costs of trenching and easements required to bring

Cable Services to the property or development shall be borne by the developer or property owner. The Franchising Authority shall use its best efforts to advise the Grantee when a permit has been approved by the Franchising Authority for construction or development that provides for the installation of underground utilities.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end or comparable broadband facility or equipment; distribution system; towers; house connections, structures, Poles, wire, cable, coaxial cable, and fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and commonly accepted methods and practices in the video distribution industry in the installation and maintenance, including but not limited to Installations, of the Cable System's facilities and equipment necessary to provide the Cable Services. All such work shall be performed in substantial accordance with generally applicable federal, State, and local regulations and the National Electric Safety Code.

7.4 Network Technical Requirement. The Cable System shall be operated so that it is capable of continuous twenty-four (24) hour daily operation, capable of complying with all applicable federal technical standards, as they may be amended from time to time, and operated in such a manner as to comply with all applicable FCC rules and regulations.

7.5 Performance Monitoring. Grantee shall test the Cable System as required by the FCC's rules and regulations. The Franchising Authority may require additional tests, full or partial repeat tests, or different test procedures when there is evidence which casts doubt upon the reliability or technical quality of the Cable System on the basis of complaints received from the public or other evidence indicating an unresolved controversy or alleged significant non-compliance with the standards set forth in this Subsection. Such tests will be limited to the particular matter in controversy or the alleged significant non-compliance. The Franchising Authority shall schedule its requests for such tests so as to minimize hardship or inconvenience to the Grantee and to the Subscribers. The Franchising Authority shall not request such testing more than once annually.

SECTION 8

Standards of Service

8.1 General Conditions. The Grantee shall have the right to utilize existing Poles and other infrastructure owned by Grantee whenever possible, and shall only construct or install new, different, or additional Poles whether on public property or on privately owned property where it has the authority to do so.

8.2 Underground Construction. The Grantee shall be authorized to construct, operate, and maintain its Cable System underground in areas where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services have such authorization. Nothing contained in this Subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

8.3 Permits. The Franchising Authority shall cooperate with the Grantee in granting any permits required for the construction of the Cable System, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Ways and that proposed construction shall be done in accordance with this Agreement.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any facilities or Poles placed in any Public Way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such Public Way.

8.5 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

8.7 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth on or along Public Ways in order to access and maintain the Cable System.

8.10 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

8.11 Emergency Alert System. Any Emergency Alert System (“EAS”) provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable State and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys’ fees and costs.

SECTION 9 **Service and Rates**

9.2 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify, or sell the Cable System, or the Franchising Authority gives notice of intent to terminate or fails to renew the Agreement and this Franchise, the Grantee shall act so as to ensure that all Subscribers receive continuous, uninterrupted service during such overbuild, rebuild, modification or sale of the Cable System, unless circumstances are beyond the control of the Grantee or are unforeseen or constitute a Force Majeure as discussed in **Section 15.2**. In the event of a change of the Grantee, or in the event a new operator acquires the Cable System, the Grantee shall cooperate with the Franchising Authority and the new grantee or operator in maintaining continuity of service to all Subscribers. During such period, Grantee shall be entitled to the revenues for any period during which it operates the Cable System.

9.3 Customer Service Standards. The Grantee will comply with the customer service standards promulgated by the FCC in accordance with **Section 632** of the Communications Act for as long as such standards are in effect. Such standards are incorporated herein as **Exhibit A**.

SECTION 10 **Franchise Fee**

10.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of three percent (3%) of annual Gross Revenues. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall commence payment of the franchise fee on the first day of the calendar month that is at least thirty (30) days after the Effective Date. The franchise fee payment shall be due quarterly and payable within 60 days after the close of each calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. The Grantee shall keep records for all franchise fee payments for three (3) years.

B. Limitation on Franchise Fee Audits. The period of limitation for recovery of any franchise fee payable hereunder shall be in accordance with the appropriate State or federal laws. Any additional amount due to the Franchising Authority shall be paid within thirty (30) days of

the Franchising Authority submitting an invoice for such sum, the Grantee may audit the accuracy of its payment of franchise fees to the Franchising Authority. Any amounts overpaid by the Grantee shall be deducted from future franchise fee payments.

SECTION 11

Transfer of Franchise

11.1 Transfer of Franchise. The Franchise granted hereunder shall not be sold, transferred, leased or assigned, including but not limited to, by forced or voluntary sale, receivership, or other means without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not acted on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed duly given.

11.2 Transfer Without Consent Deemed Violation. Any sale, assignment or transfer of the Franchise or the Agreement occurring without prior approval of the Franchising Authority shall constitute a violation of the Agreement and the Franchise by the Grantee.

11.3 Transfer to Affiliates. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person/Entity that is owned or controlled by the Grantee, or any Person/Entity that owns or controls the Grantee. Grantee shall notify the Franchising Authority thirty (30) days prior to any such sale, assignment or transfer.

SECTION 12

Books and Records

12.1 Reports Required. The Grantee's schedule of charges, contract or application forms for Cable Service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Franchising Authority upon request.

12.2 Records Required. The Grantee shall at all times maintain and make available to the Franchising Authority the following documents within thirty (30) days of a written request, provided however that Franchising Authority may not request documents referenced in **Subsection 12.2** more often than once a year:

(i). A record of all complaints received regarding interruptions or degradation of Cable Service shall be maintained for two (2) years.

(ii). A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Upon thirty (30) days' advance written notice, the Grantee shall permit any duly authorized representative of the Franchising Authority to examine, during normal business hours on a non-disruptive basis, all records reasonably necessary to ensure the Grantee's compliance with the Agreement and this Franchise. Such notice shall specifically reference the section or subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. The Grantee shall provide electronic copies of its books and records if available or paper copies if electronic copies are not available. The Grantee shall fully cooperate in making available its records and otherwise assisting in these activities. The Grantee shall not be required to maintain any books and records related to the Grantee's compliance with the terms and conditions of the Franchise longer than three (3) years. The Grantee shall not be required to provide Subscriber information to the Franchising Authority in violation of **Section 631** of the Cable Act. The Franchising Authority agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Franchising Authority aware of such confidentiality. The Grantee may require the Franchising Authority, or any of its employees, agents or representatives who will have access to such information to sign a confidentiality agreement prior to the release of any of this information.

SECTION 13

Community Programming

13.1 Service to Schools and Public Buildings. The Grantee shall offer to install one (1) Converter Box to each Public School and/or Public Building within 125 feet of nearest Cable System connection point and will offer to provide Basic Cable Service and any "expanded" Basic Cable Service tier, if offered, for the term of this Agreement. The Cable Services shall be offered to the Public Schools and Public Buildings. Any such Public School may install, at its expense, such additional Converter Boxes for classroom purposes as it desires, provided that such installation shall not interfere with the operation of the Cable System. The quality and manner of installation of such additional connections at the Public Schools shall be approved by the Grantee prior to installation and shall comply with all local, State and federal laws and regulations. The requirement to provide Cable Services to Public Schools and Public Buildings is subject to the same build-out set forth in **Subsection 6.1**. The Grantee shall not be required to offer Cable Services to Public Schools and Public Buildings that are more than 125 feet from the nearest connection point to the Cable System, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation. In accordance with the Federal Communications Commission's Third Report and Order regarding Implementation of Section 621(a)(1) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, Released August 2, 2019, the cost of any installations to Schools and Public Buildings, if requested, shall be deducted against the Franchise Fee identified in Section 10.1 of this Ordinance.

13.2 Limitations on Use. The Cable Service provided pursuant to **Subsection 13.1** above shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any improper or inappropriate use of the Cable System or any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by **Subsection 13.1** above.

SECTION 14

Enforcement and Termination of Franchise

14.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with or defaulted on any material term of this Agreement, the Franchising Authority shall informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

14.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in **Subsection 14.1**:

- (i). to respond to the Franchising Authority, contesting the assertion of such noncompliance;
- (ii). to cure such default; or
- (iii). in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in **Subsection 14.1** pursuant to the procedures set forth in **Subsection 14.2**, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to **Subsection 14.2(ii)** above, the Franchising Authority shall schedule a public hearing to address the alleged non-compliance or default if it intends to continue its investigation. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which shall specify the time, place and purpose of such hearing. The Franchising Authority shall present any evidence of the default at the public hearing and the Grantee shall be provided with equal time to present evidence contrary to that provided by the Franchising Authority or present evidence if the Grantee's attempts to remedy the default.

14.4 Enforcement. In the event the Franchising Authority determines that the Grantee is in material default of any provision of the Agreement after the hearing set forth in **Subsection 14.3**, the Franchising Authority may, subject to applicable federal and State law,

- (i). seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- (ii). commence an action at law for monetary damages or seek other equitable relief; or
- (iii). in the case of repeated or ongoing substantial non-compliance with a material term or terms of this Agreement, seek to revoke the Franchise and terminate this Agreement in accordance with **Subsection 14.5**.

14.5 Revocation.

A. Notice of Intent to Revoke. Prior to revocation of the Franchise and termination of this Agreement, the Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise and terminate this Agreement on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth the exact nature of the noncompliance and include citation to one or more specific instances of substantial noncompliance with a material provision of this Agreement by the Grantee. The Grantee shall have sixty (60) days from such notice to object in writing to the Franchising Authority, state its reasons for such objection, and provide any explanation. If the Franchising Authority is not satisfied with the Grantee's response, it may then seek to revoke the Franchise and terminate this Agreement at a public hearing. The Franchising Authority shall give the Grantee at least twenty (20) days prior written notice of such public hearing, specifying the time and place of such hearing, and stating the Franchising Authority's intent to revoke the Franchise and terminate this Agreement.

B. Revocation Hearing Provisions. At the revocation hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and witnesses to support its position, and question any witnesses presented by the Franchising Authority. After the Grantee has concluded its presentation, the Franchising Authority shall determine whether or not the Franchise shall be revoked, and this Agreement shall be terminated. The revocation hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be made in writing and shall be delivered to the Grantee pursuant to the notice provisions of this Agreement. The Grantee may appeal such determination to a court of competent jurisdiction.

14.6 Conditions of Sale.

A. If the Grantee's Franchise and this Agreement are lawfully revoked or terminated and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in **Section 627** of the Cable Act.

B. The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise and termination of this Agreement, the

Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third-party. The Grantee shall be authorized to continue to operate pursuant to the terms of this Agreement during this period. If the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System during such time, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or State law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

C. Upon the termination of this Agreement and revocation of the Franchise, as provided herein, the Grantee shall, upon notice by the Franchising Authority, remove at its own expense the Cable System from all Public Ways. Notwithstanding the foregoing, the Grantee may abandon any property on Public Ways upon written notice to the Franchising Authority. If, within ninety (90) days of the receipt of such notice, the Franchising Authority determines that the safety, appearance, or use of the Public Ways would be adversely affected, the property must be removed by the Grantee by a date reasonably specified by the Franchising Authority, in light of the amount of work to be performed.

14.7 Good Faith Errors. The parties agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise or termination of this Agreement for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact to the Subscribers or the Cable Services, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with State and Federal Laws. This Franchise shall be governed by and construed in accordance with Federal law, the laws of the State of Tennessee and the City of Goodlettsville, Tennessee. The Grantee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and any applicable cable ordinance enacted by the Franchising Authority. Notwithstanding any other provisions of this Agreement to the contrary, the Grantee shall at all times comply with all laws and regulations of the State and federal government or any administrative agencies thereof which related to the conduct of the Grantee's business.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by third-party utility providers to service or monitor their utility poles to which portions of the Cable System are attached, as well as unavailability of materials and/or qualified labor to perform the required work.

15.3 Actions of Parties. The Franchising Authority and the Grantee shall act in a reasonable, expeditious, and timely manner in regard to any action that is mandated or permitted under the

terms hereof. Furthermore, in any instance where the approval or consent is required by one of the parties under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Entire Agreement. This Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements, whether oral or written. Neither party may unilaterally alter the material rights and obligations set forth in this Agreement, whether through governmental power or otherwise. Any amendments to this Agreement shall be mutually agreed to in writing by the parties.

15.5 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either express or implied, by the Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that the Grantee reserves all of its rights under applicable Federal and State Constitutions, laws and regulations.

15.6 Notices.

A. Unless otherwise expressly agreed between the parties, every notice or response required by this Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: (i) upon receipt when hand delivered to the other party, (ii) upon receipt when sent certified, registered mail, (iii) within five (5) business days after having been deposited with the United States Postal Service for standard delivery or (iv) or the next business day if sent by express mail or overnight courier.

B. Notices or responses to the Franchising Authority and the Grantee shall be addressed as follows:

if to the Franchising Authority:

Office of the City Manager
City of Goodlettsville
105 South Main Street
Goodlettsville, TN 37072

if to the Grantee:

Cumberland Connect
Broadband Manager
1940 Madison Street
Clarksville TN 37043
Attn: Mark Cook

C. The Franchising Authority and the Grantee may designate such other address or addresses as those provided in **Subsection 15.6(B)** from time to time by giving notice to the other in the manner provided for in this Subsection.

15.7 Descriptive Headings. The captions to Sections and Subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

15.8 Severability. If any Section, Subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, Subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Agreement.

15.9 Effective Date. This ordinance shall take effect fifteen (15) days after its final passage, the welfare of the citizens of Goodlettsville requiring it.
The Effective Date of this Franchise is the date of final adoption by the Franchising Authority.

[Signatures on the following page.]

CITY OF GOODLETTSVILLE, TENNESSEE

MAYOR

Adopted First Reading: _____

CITY RECORDER

Adopted Second Reading: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GRANTEE

Grantee: Cumberland Connect

Signature: _____

Printed Name: Mark Cook

Title: Broadband Manager

Exhibit A

Section 76.309 FCC Customer Service Obligations

1. Cable system office hours and telephone availability-

A. The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

i. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

ii. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

B. The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone availability standards above unless an historical record of complaints indicates a clear failure to comply.

C. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

D. Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

2. Installations, outages, and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time.:

A. Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem

B. The "appointment window" alternative for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

C. If a cable operator representative is running later for an appointment with a customer and will not be able to keep the appointment as scheduled, best efforts will be made to contact the customer. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

3. Communications between cable operators and cable subscribers.

A. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

4. Definitions-

A. Normal Business Hours. The terms "normal business hours" means 7:30 a.m. to 4:30 p.m. Monday through Friday excluding holidays.

B. Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

C. Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Ordinance 22-1031 An ordinance imposing a temporary initial ninety (90) day moratorium on the rezoning approval for any High Density Residential Planned Unit Development and Regional Center Planned Unit Development including High Density Residential Use by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 22-1031 Dept. of Origin: Administration / Planning For Agenda of: January 27, 2022 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 22-1031

SUMMARY STATEMENT:

An ordinance imposing a temporary initial ninety (90) day moratorium on the rezoning approval for any High Density Residential Planned Unit Development and Regional Center Planned Unit Development including High Density Residential Use by the Goodlettsville Municipal Planning Commission and the Board of Commissioners of the City of Goodlettsville Zoning Ordinance.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 22-1031

ORDINANCE 22-1031

AN ORDINANCE IMPOSING A TEMPORARY INITIAL NINETY (90) DAY MORATORIUM ON THE REZONING APPROVAL FOR ANY HIGH DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND REGIONAL CENTER PLANNED UNIT DEVELOPMENT INCLUDING HIGH DENSITY RESIDENTIAL USE BY THE GOODLETTSVILLE MUNICIPAL PLANNING COMMISSION AND THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE ZONING ORDINANCE.

WHEREAS, the Board of Commissioners of the City of Goodlettsville desires to plan for the orderly future zoning of High Density Residential Planned Unit Developments and projects containing residential high density within the City of Goodlettsville, and desires that such land use be regulated in order to preserve and protect the public health, safety and welfare of the citizens of the City of Goodlettsville; and

WHEREAS, the Board of Commissioners of the City of Goodlettsville finds that the continued authorization of High Density Residential Planned Unit Developments and projects containing residential high density including with the orderly zoning control of this community, such that a temporary moratorium is required; and

WHEREAS, the Board of Commissioners of the City of Goodlettsville now determines that the preparation and implementation of an ordinance for the better regulation of High Density Residential Planned Unit Developments and projects containing residential high density, would be in the best interests of the citizens of the City of Goodlettsville;

NOW THEREFORE BE IT ORDAINED, by the Board of Commissioners by law, that the City of Goodlettsville shall examine the issues involved authorizing High Density Residential Planned Unit Developments and projects containing residential high density and shall present a proposed ordinance having that purpose, for consideration by the Board of Commissioners prior to the expiration of this moratorium; and

IT IS FURTHER ORDAINED as follows:

1) There shall be an initial ninety (90) day moratorium on zoning change approval of all High Density Residential Planned Unit Developments and Regional Center Planned Unit Developments including high density residential.

2) The City of Goodlettsville shall not accept any application for zoning variance initially for ninety (90) days unless extended following the adoption of this Ordinance.

3) The initial ninety (90) day moratorium may be extended in increments of thirty (30) days at a time by passage of a Resolution by the Board of Commissioners prior to its expiration.

3) Any person previously vesting his or her right to development of a High Density Residential Planned Unit Developments to the date of adoption of this ordinance, shall not be subject to this moratorium.

4) This moratorium shall be effective fifteen (15) days from final passage, the public health, safety and welfare demanding, and shall continue in effect initially for ninety (90) days following the date of adoption, unless further extended, or unless repealed sooner by the adoption of comprehensive regulations expressly repealing this Ordinance.

MAYOR RUSTY TINNIN

Passed First Reading: _____

Passed Second Reading: _____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 22-1033 A Resolution adopting rules for the use of consent agenda items. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 22-1033 Dept. of Origin: Administration For Agenda of: January 27, 2022 Originator: Tim Ellis Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1033

SUMMARY STATEMENT:

A resolution adopting rules for the use of consent agenda items.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1033.

RESOLUTION NO. 22-1033

A RESOLUTION ADOPTING RULES FOR THE USE OF CONSENT AGENDA ITEMS.

WHEREAS, the City of Goodlettsville Board of Commissioners has adopted the use of a consent agenda per Ordinance 22-1023, to be used as a part of their normal meeting agendas, and

WHEREAS, it is in the best interest of the City of Goodlettsville to adopt rules for the use of consent agenda items.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE COSENT AGENDA RULES ARE HEREBY ADOPTED AS FOLLOWS:

1. Consent Agendas may only be used when there are more than six (6) agenda items to be considered during any one meeting of the Board of Commissioners.
2. Consent Agendas may not be used for any of the following:
 - a. Consideration of ordinances that require a public hearing.
 - b. Items that would approve expenditure of funds in an amount greater than \$40,000.00, this includes budget amendments
 - c. Consideration of ordinances and resolutions that would expectedly create conversation and debate.
3. Any member of the Board of Commissioners and the City Manager may request that any single item be removed from the consent agenda and considered under old or new business. Request for items to be removed from the consent agenda must be done prior to motions to consider occur.
4. Consent agendas items may not be used in cases where the laws of the State of Tennessee prevents such use.

THIS RESOLUTION IS EFFECTIVE ON, 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

SUBJECT TITLE: RESOLUTION 22-1034

A resolution to set certain fees charged by the City of Goodlettsville for various municipal services.

PRESENTED BY: Tim Ellis, City Manager
Addam McCormick, Planning

Agenda Item: Resolution 22-1034

Dept. of Origin: Community Development

For Agenda of: January 27, 2022

Originator: Community Development Office

Cost of Item: Positive Impact

AGENDA ITEM ATTACHMENTS:

Resolution 22-1034

SUMMARY STATEMENT:

A resolution to set certain fees charged by the City of Goodlettsville for various permits and associated fees.

FINANCIAL SUMMARY:

This resolution will have a positive financial impact and make the permitting process easier for the applicant.

See attached Excel spreadsheet.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 22-1034.

RESOLUTION NO. 22-1034

A RESOLUTION TO SET CERTAIN FEES CHARGED BY THE CITY OF GOODLETTSVILLE FOR VARIOUS MUNICIPAL SERVICES

WHEREAS, the City of Goodlettsville provides certain municipal services to a wide variety of entities requesting and / or requiring those services, and

WHEREAS, the provision of those services generally provides benefit to all people and entities residing in or conducting business in the City of Goodlettsville, and

WHEREAS, on occasion, the benefits resulting from the provision of some municipal services are enjoyed by individuals rather than the general population of the City, and

WHEREAS, the City of Goodlettsville is empowered by state law to charge fees to recover some of the cost of providing certain services, and

WHEREAS, it is prudent that the City Commission occasionally revise the amount of certain fees and create new fees so that expenses incurred by the City in supplying certain municipal services are adequately met by the associated fees;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF GOODLETTSVILLE, TENNESSEE THAT A PORTION OF THE PREVIOUSLY ESTABLISHED FEES OTHER THAN THOSE ESTABLISHED IN RESOLUTION #21-975 BY THE CITY COMMISSION ARE REVISED AND SET BY THIS RESOLUTION AND FEES THAT HAVE NOT BEEN PREVIOUSLY SET ARE HEREBY SET AS FOLLOWS:

Codes & Fire Marshall Office Permits & Fees

RESIDENTIAL PERMITS ²	Fees
New/Addition Building Permit ¹	\$ 0.85
Remodel, Accessory, and Decks	\$ 0.20
Plumbing ³	\$ 100.00
Gas/Mechanical ³	\$ 100.00

1. Permit will be figured based on total square footage under roof including conditioned, unconditioned, and garage.

2. Minimum permit fee will be \$50.

3. Sumner County only.

COMMERCIAL/INDUSTRIAL PERMITS ⁴	Fees
New/Addition Building Permit and Plan Review ¹	\$ 1.45
New/Addition (Shell Only) Building Permit and Plan Review ¹	\$ 1.05

New/Addition Industrial/Warehouse and Plan Review ¹	\$ 0.20
Plumbing, Mechanical, Gas ^{2,3}	
0 - 10,000 sqft.	\$ 100.00
10,001 - 20,000 sqft.	\$ 150.00
20,001 - 30,000 sqft.	\$ 200.00
30,001 - 40,000 sqft.	\$ 250.00
40,001 - 50,000 sqft.	\$ 300.00
50,001 + sqft.	\$ 400.00
Buildout and Plan Review ¹	\$ 0.40
Accessory and Canopies ¹	\$ 0.20
Roof Permit	\$ 500.00

1. Permit will be figured based on total square footage of all floors.

2. Permit fee will be assessed for each subcontract work applied for.

3. Sumner County only.

4. Minimum permit fee will be \$50.

Fire Permits	Fees
Fire Life Safety Permit	
New or Change of Occupancy	\$ 100.00
Pyrotechnics Sales ¹	\$ 700.00
Fire Sprinkler Installation Permit	\$ 100.00
Fire Alarm Installation	\$ 100.00
Cooking Hood System	\$ 100.00
Clean Agent Fire Suppression System	\$ 100.00

1. Pyrotechnics sales includes tent and all signage permit in fee.

Miscellaneous Permits	Fees
Failed Re-inspection	\$ 100.00
Blasting	\$ 100.00
Construction Trailer	\$ 100.00
Pool ¹	
\$0 - 10,000	\$ 50.00
\$10,001 - 20,000	\$ 150.00

\$20,001 - 30,000	\$ 200.00
\$30,001 - 40,000	\$ 250.00
\$40,001 - 50,000	\$ 300.00
\$50,001 +	\$ 350.00
Sign Permit ¹	
\$0 - \$10,000	\$ 50.00
\$10,001 - 20,000	\$ 100.00
\$20,001 - 30,000	\$ 150.00
\$30,001 - 40,000	\$ 200.00
\$40,001 - 50,000	\$ 300.00
\$50,001 +	\$ 350.00
Structure Demolition	\$ 100.00
Structure Moving	\$ 200.00
Tent Permit	\$ 50.00
Mobile Food Vendor	\$ 150.00
Miscellaneous ²	\$ 50.00

1. Fees will be based on the provided contractor project value.

2. Fee will be \$50 per required inspection.

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

Passed: January 27, 2022

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

CURRENT CODES & FIRE MARSHALL OFFICE PERMITS & FEES

Items 1-18 will be deleted

New items will be delineated as charts in Resolution

Codes & Fire Marshall Office Permits & Fees

1. ~~Blasting Permit~~ _____ \$100

2. ~~Building Permit~~

a. ~~Commercial (building valuation based on appropriate ICC valuation categories and tables and rounded up to nearest \$1,000)~~

1. ~~\$15 for first \$1,000 of valuation~~

2. ~~\$6.50 for each additional \$1,000 of valuation.~~

b. ~~Residential (New building valuation based on appropriate ICC valuation categories and tables and rounded up to nearest \$1,000 for the heated living area)~~

1. ~~\$15 first \$1,000 of valuation~~

2. ~~\$6.50 for each additional \$1,000 of valuation.~~

2. ~~Construction trailer Permit~~ _____ \$100

3. ~~Fire Life Safety Permit~~

a. ~~New or change of occupancy~~ _____ \$ 50

b. ~~Pyrotechnics Sales~~ _____ \$650

4. ~~Gas / Mechanical Permit (Sumner County)~~ _____ \$ 50

5. ~~Plans Review Fee~~ _____ 50% of building permit fee

6. ~~Plumbing Permit (Sumner County)~~ _____ \$ 50

7. ~~Pool Permit~~

~~\$15 for first \$1,000 of valuation~~

~~\$6.50 for each additional \$1,000 of valuation.~~

8. ~~Re-inspection fee~~ _____ \$ 50

9. ~~Sign Permit~~

Sign Value	Permit Fee
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Up to \$1,000	\$ 50
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\$1,001 – 2,000	\$100
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\$2,001 – 3,000	\$150
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\$3,001 and greater	\$200
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Temporary Sign	\$ 25
10. Structure Demolition Permit	\$100
11. Structure Moving Permit	\$200
12. Tent Permit	\$ 25
13. Commercial Roof Permit	\$ 500
14. Fire Sprinkler Installation Permit	\$ 50
15. Fire Alarm Installation Permit	\$ 50
16. Commercial Cooking Hood System Permit	\$ 50
17. Clean Agent Fire Suppression System Permit	\$ 50
18. Mobile Food Vendor	\$ 150

RESIDENTIAL PERMITS	Valuation	
New Building Permit	\$ 0.85	Per Sqft.
Plumbing	\$ 100.00	
Mechanical	\$ 100.00	
Gas	\$ 100.00	

COMMERCIAL PERMITS		
New/Addition Building Permit and Plan Review	\$ 1.45	Per Sqft.
Plumbing, Mechanical, Gas		
0 - 10,000 sqft.	\$ 100.00	Per Permit
10,001 - 20,000 sqft.	\$ 150.00	Per Permit
20,001 - 30,000 sqft.	\$ 200.00	Per Permit
30,001 - 40,000 sqft.	\$ 250.00	Per Permit
40,001 - 50,000 sqft.	\$ 300.00	Per Permit
50,001 + sqft.	\$ 400.00	Per Permit
Buildout	\$ 0.20	Per Sqft.
Roof Permit	\$ 500.00	

Fire Permits	
Fire Life Safety Permit	
New or Change of Occupancy	\$ 100.00
Pyrotechnics Sales	\$ 650.00
Fire Sprinkler Installation Permit	\$ 100.00
Fire Alarm Instalation	\$ 100.00
Cooking Hood System	\$ 100.00
Clean Agent Fire Suppression System	\$ 100.00

Miscelaneous Permits	
Failed Re-inspection	\$ 100.00
Blasting	\$ 100.00
Construction Trailer	\$ 100.00
Pool	
\$0 - 10,000	\$ 75.00
\$10,001 - 20,000	\$ 150.00
\$20,001 - 30,000	\$ 200.00
\$30,001 - 40,000	\$ 275.00
\$40,001 - 50,000	\$ 350.00
\$50,001 +	\$ 400.00
Sign Permit	
\$0 - \$1,000	\$ 50.00
\$1,001 - 2,000	\$ 100.00
\$2,001 - 3,000	\$ 150.00
\$3,001 +	\$ 200.00
Structure Demolition	\$ 100.00

Structure Moving	\$ 200.00
Tent Permit	\$ 50.00
Mobile Food Vendor	\$ 150.00

COMMERCIAL

3030 Business Park Circle
 13,788 sq ft office
 \$ 14,523 Bldg Permit
 \$ 7,261.50 Bldg Plan Review
 \$ 21,784.50 Total Fee
 21,784.50/13788=\$ 1.58 per sq. ft.

120 Two Mile Pike- Office
 \$ 3,707 Bldg Permit
 \$ 1,853 Bldg Plan Review
 \$ 5,560 Total Fee
 5560/4160= \$ 1.34 per sq. ft.

800 Conference Drive- Hotel
 \$45,866 Bldg Permit
 \$ 22,933 Bldg Plan Review
 \$68,799 Total Fee
 68,799/52064= \$ 1.32 per sq. ft.

831 Conference Drive-Hotel
 \$50,409.50 Bldg Permit
 \$25,129.75 Bldg Plan Review
 \$ 75,539.25 Total Fee
 75539.25/48855= \$ 1.54 per sq. ft.

Ave. \$ (per sqft.)
 \$ 1.45

RESIDENTIAL

309B Happy Hollow Road
 Single Family
 \$4,006 Bldg Permit
 3,729 sqft. Living Space
 1,021 sqft. Unconditioned/Garage
 \$ 0.84

689-701 Exmoor Drive
 Multi-Family 4 unit
 \$ 6885.50 Bldg Permit
 6,786 sqft. Living Space
 844 sqft. Unconditioned/Garage
 \$ 0.90

664-684 Exmoor Drive
 Multi-Family 6 unit
 \$10,213.50 Bldg Permit
 10,068 sqft. Living Space
 1,266 Sqft. Unconditioned/Garage
 \$ 0.90

109 Park Court
 Single Family
 \$2,498 Bldg Permit
 2,757 sqft. Living Space
 437 sqft. Unconditioned/Garage
 \$ 0.78

Ave. \$ (per sqft.)
 \$ 0.86



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 22-1035 A resolution to accept the Parkview Preserve Phase 1 public improvements with a one-year maintenance bond from Insight Properties. <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Dir. Comm Development	Agenda Item: Resolution 22-1035 Dept. of Origin: Community Development For Agenda of: January 27, 2022 Originator: Addam McCormick Cost of Item: None
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AGENDA ITEM ATTACHMENTS:

Resolution 22-1035

SUMMARY STATEMENT:

A resolution to accept the Parkview Preserve Phase 1 public improvements with a one-year maintenance bond from Insight Properties.

FINANCIAL SUMMARY:

None

RECOMMENDED ACTION:

Planning Commission and Staff recommends approval of Resolution 22-1035.

Resolution 22-1035

A RESOLUTION TO ACCEPT THE PARKVIEW PRESERVE PUBLIC IMPROVEMENTS PHASE 1 WITH A ONE YEAR MAINTENANCE BOND FROM INSIGHT PROPERTIES

WHEREAS, the City of Goodlettsville Municipal Planning Commission met and voted to recommend to the Board of Commissioners to accept Parkview Preserve Phase 1 with a one-year maintenance bond subject to remaining public improvements being completed; and

WHEREAS, all requirements for the acceptance of Parkview Preserve Phase 1 have been met including the phase 1 section of French Street: and,

WHEREAS, it is in the City of Goodlettsville's best interest to accept the section of public street in Parkview Preserve 1 as a city street; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSION OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE PARKVIEW PRESERVE PHASE 1 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