Board of Commissioners

May 24, 2018 6:30 PM City Hall – Massie Chambers

Agenda:

1. Call to order by the Mayor.

   Prayer

   Pledge of Allegiance

2. Roll call by the Recorder.

3. Reading of the minutes of the May 10, 2018 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 18-918, an ordinance of the City of Goodlettsville, Tennessee adopting the annual budget for the fiscal year July 1, 2018 through June 30, 2019. **SECOND READING & PUBLIC HEARING**

8. New Business

   a. Consider Ordinance 18-919, an ordinance to amend Ordinance 17-896 of the Goodlettsville Municipal Code by deleting Section 9-96, Subsection 2 in its entirety and replacing it with a new Subsection 2. **FIRST READING**

   b. Consider Resolution 18-801, a resolution to approve a contract between the City of Goodlettsville, Tennessee and the Tennessee Department of Transportation for a highway grade crossing improvements project at West Monticello Avenue.

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 St.– Goodlettsville, TN 37072–615-851-2200–Fax 615-851-2212

www.goodlettsville.gov

ORDINANCE # 18-918

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE, ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019.

Whereas, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

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

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

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

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows:

General Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Local Taxes	$ 10,655,614	$ 10,828,596	$ 10,589,000
Intergovernmental Revenue	$ 2,265,234	$ 2,343,898	$ 2,230,300
Fines and Forfeitures	$ 340,545	$ 254,437	$ 284,000
Licenses and Permits	$ 630,271	$ 276,119	$ 268,000
Charges for Services	$ 302,849	$ 239,324	$ 286,300
Other Financing Sources	$ 410,857	$ -	$ 255,000
Transfers from Other Funds	$ -	$ 190,000	$ 181,000
Miscellaneous Revenue	$ 140,593	$ 147,414	$ 138,440
Total Revenue	$ 14,745,963	$ 14,279,788	$ 14,232,040
Fund Balance	$ 8,210,512	$ 8,508,118	$ 7,436,423
Total Available Funds	$ 22,956,475	$ 22,787,906	$ 21,668,463

Drug Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Court Fines and Costs	$ 22,917	$ 15,535	$ 10,000
Miscellaneous	$ 1,898	$ 231	$ -
Transfers from General Fund	$ -	$ -	$ -
Total Revenue	$ 24,815	$ 15,766	$ 10,000
Fund Balance	$ 31,804	$ 55,183	$ 65,096
Total Available Funds	$ 56,619	$ 70,949	$ 75,096

Electronic Citation Fee	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Fines and Fees	$ 8,469	$ 6,216	$ 6,000
Miscellaneous Revenue	$ 5,000	$ -	
Total Revenue	$ 13,469	$ 6,216	$ 6,000
Fund Balance	$ 16,085	$ 286	$ 6,502
Total Available Funds	$ 29,554	$ 6,502	$ 12,502

Sanitation Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Service Fees	$ 1,055,448	$ 1,065,109	$ 992,800
Miscellaneous Revenue	$ 3,903	$ 4,152	$ 4,000
Transfer from General Fund	$ -	$ -	$ -
Total Revenue	$ 1,059,351	$ 1,069,261	$ 996,800
Fund Balance	$ 57,590	$ 225,140	$ 365,016
Total Available Funds	$ 1,116,941	$ 1,294,401	$ 1,361,816

Tourism Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Hotel/Motel Tax	$ 656,403	$ 647,880	$ 750,000
Miscellaneous Revenue	$ 31,840	$ 39,951	$ 73,200
	$ -	$ -	$ -
Total Revenue	$ 688,243	$ 687,831	$ 823,200
Fund Balance	$ 744,624	$ 894,696	$ 896,978
Total Available Funds	$ 1,432,867	$ 1,582,527	$ 1,720,178

Capital Projects Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Grant Revenue	$ 344,833	$ 449,558	$ 11,605,775
Loan Proceeds	$ 153,801	$ -	$ 2,846,199
Transfer from General Fund	$ -	$ -	$ -
Total Revenue	$ 498,634	$ 449,558	$ 14,451,974
Fund Balance	$ 185,729	$ 299,268	$ 126,188
Total Available Funds	$ 684,363	$ 748,826	$ 14,578,162

Sewer Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Sewer User Fees	$ 5,580,932	$ 5,677,445	$ 5,547,000
Sewer Tap Fees	$ 228,800	$ 134,000	$ 75,000
Other Fees	$ 14,200	$ 17,500	$ 8,000
Non Operating Revenue	$ 99,988	$ 93,276	$ 78,000
Other Financing Sources	$ -	$ -	$ -
Total Revenue	$ 5,923,920	$ 5,922,221	$ 5,708,000

Stormwater Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Utility Fees	$ 898,624	$ 954,928	$ 915,000
Miscellaneous Revenues	$ 9,525	$ 8,050	$ 6,500
Total Revenue	$ 908,149	$ 962,978	$ 921,500
Fund Balance	$ 1,480,381	$ 1,175,352	$ 1,449,784
Total Available Funds	$ 2,388,530	$ 2,138,330	$ 2,371,284

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
General Government	$ 2,595,712	$ 3,006,680	$ 3,107,193
Public Safety	$ 7,250,173	$ 7,615,613	$ 8,549,574
Hwys and Streets	$ 1,874,258	$ 1,896,350	$ 3,125,894
Parks and Recreation	$ 1,726,243	$ 1,976,151	$ 1,990,771
Debt Service	$ 1,001,971	$ 856,696	$ 1,014,791
Transfers to Other Funds		$ -	$ -
Total Appropriations	$ 14,448,357	$ 15,351,490	$ 17,788,223
	$ -		

Drug Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Operating Expenditures	$ 1,436	$ 5,853	$ 10,000
Debt Service	$ -	$ -	$ -
Capital Expenditures	$ -	$ -	$ -
Miscellaneous	$ -	$ -	$ -
Total Appropriations	$ 1,436	$ 5,853	$ 10,000

Electronic Citation Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Operating Expenditures	$ 29,268	$ -	$ 6,000
Miscellaneous	$ -	$ -	$ -
Total Appropriations	$ 29,268	$ -	$ 6,000

Sanitation Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Operating Expenditures	$ 856,208	$ 869,385	$ 920,445
Debt Service	$ -	$ -	$ -
Capital	$ 35,593	$ 60,000	$ 190,000
Total Appropriations	$ 891,801	$ 929,385	$ 1,110,445

Tourism Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Administration	$ 255,001	$ 408,182	$ 619,991
Historic Sites	$ 185,230	$ 155,401	$ 169,500
Economic Development	$ 97,940	$ 70,295	$ 96,600
Tourism	$ -	$ 51,670	$ 74,100
Total Appropriations	$ 538,171	$ 685,548	$ 960,191

Capital Projects Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Main Street Redevelopment	$ 174,752	$ 117,638	$ 10,949,638
Conference Drive Enhancemen	$ 30,291	$ 20,000	$ 301,041
Hwy 31/41 lighting	$ -	$ -	$ 860,000
CMAQ Project-Conference Dr	$ 180,052	$ 85,000	$ 1,634,948
Greenway	$ -	$ -	$ 600,000
LPRF Grant Splash Pad Proj	$ -	$ 400,000	$ 200,000
Miscellaneous		$ -	$ -
Total Appropriations	$ 385,095	$ 622,638	$ 14,545,627

Sewer Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Operating Expenses	$ 4,652,642	$ 4,583,681	$ 4,977,861
Interest Expense	$ 200,137	$ 157,310	$ 190,902
Payment in Lieu of Tax	$ 135,000	$ 135,000	$ 135,000
Capital	$ 332,643	$ 2,070,000	$ 2,000,000
Total Appropriations	$ 5,320,422	$ 6,945,991	$ 7,303,763

Stormwater Fund	FY 2017 Actual	FY 2018 Estimated	FY 2019 Proposed
Operating Expenses	$ 230,059	$ 188,546	$ 377,356
Non-Operating Expenses	$ -	$ -	$ -
Capital	$ 1,058,480	$ 500,000	$ 1,605,000
Total Appropriations	$ 1,288,539	$ 688,546	$ 1,982,356

SECTION 3. At the end of the fiscal year 2019, the governing body estimates balances/deficits as follows:

General Fund	$ 3,880,240
Drug Fund	$ 65,096
Electronic Citation Fund	$ 6,502
Sanitation Fund	$ 251,371
Tourism Fund	$ 759,987
Stormwater Fund	$ 388,928
Capital Projects Fund	$ 32,535

SECTION 4. That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Outstanding 06/30/18	New Debt Issued FY18-19	Debt Redemption	Interest Requirements	Debt Outstanding 06/30/19
Bonds	$ 5,507,802	$ -	$ 627,802	$ 142,637	$ 4,880,000
SRLF	$ 5,792,598	$ 1,400,000	$ 391,272	$ 190,476	$ 6,801,326
Notes	$ -	$ -	$ -	$ -	$ -
Capital Leases	$ 946,695	$ 255,000	$ 530,688	$ 37,189	$ 671,007
Other Debt	$ -	$ -	$ -	$ -	$ -
	$ 12,247,095	$ 1,655,000	$ 1,549,762	$ 370,302	$ 12,352,333

SECTION 5. During the coming fiscal year the governing body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Grants
Main Street Redevelopment	$ 10,949,638	$ 8,785,157
Conference Drive Improvements	$ 301,041	$ 293,520
Conference Drive CMAQ	$ 1,634,948	$ 1,634,948
Greenway	$ 600,000	$ 362,150
Hwy 41/Hwy 31 Lighting	$ 860,000	$ 430,000
Splash Pad	$ 200,000	$ 100,000
Plotter	$ 4,500	$ -
CAD Server	$ 20,000	$ -
Carpet-Planning/Codes	$ 10,000	$ -
Chip Readers	$ 5,000	$ -
LED Lights	$ 10,000	$ -
Auditorium Paint/Wallpaper	$ 5,000	$ -
City Hall Parking Lot Reseal/Stripe	$ 6,000	$ -
Police Vehicles	$ 150,000	$ -
Police Overt Camera System	$ 70,000	$ -
Cardiac Monitor	$ 40,000	$ -
Repl Vehicle in Fire	$ 31,000	$ -
Moss Wright Paving	$ 174,395	$ -
Moss Wright Playground Phase II	$ 30,000	$ -
Security System Upgrade Comm Center	$ 15,000	$ -
Security Cameras Moss Wright Phase I	$ 20,000	$ -
Repl Tractor and Side Mower	$ 100,000	$ -
Asphalt Rejuvenator	$ 85,000	$ -
Paving	$ 1,000,000	$ -
Beautification	$ 75,000	$ -
Sidewalks	$ 750,000	$ -
Tourism Vehicle	$ 22,000	$ -
Visitors Center Improvements	$ 40,000	$ -
Bowen Campbell House	$ 60,000	$ -
Sanitation Carts	$ 40,000	$ -
Tandem Dump Truck	$ 150,000	$ -
Stormwater Projects	$ 1,575,000	$ -
Replace Stormwater Truck	$ 30,000	$ -
Sewer Rehab Projects	$ 1,400,000	$ -
Madison Creek Sewer Project	$ 600,000	$ -
	$ 21,063,522	$ 11,605,775

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

SECTION 7. Money may be transferred from one appropriation to another in the same fund by the City Manager, subject to such limitations and procedures as it may describe as allowed by Section 6-56-209 of the Tennessee Code Annotated. Any resulting transfers shall be reported to the governing body at its next regular meeting and entered into the minutes.

SECTION 8. A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees

required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 9. If for any reason a budget ordinance is not adopted prior to the beginning of the next fiscal year, the appropriations in this budget ordinance shall become the appropriations for the next fiscal year until the adoption of the new budget ordinance in accordance with the Section 6-56-210, Tennessee Code Annotated provided sufficient revenues are being collected to support the continuing appropriations. Approval of the Director of the Division Local Finance in the Comptroller of the Treasury for a continuation budget will be requested if any indebtedness is outstanding.

SECTION 10. The following property tax rates are hereby imposed on all real and personal property:
Davidson County-$0.7484 per $100 of assessed value.
Sumner County -$0.8163 per $100 of assessed value.

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

SECTION 11. This ordinance shall take effect on July 1, 2018, the public welfare requiring it.

Passed First Reading: May 10, 2018

Passed Second and Final Reading: _____

_____
Mayor

_____
City Recorder

Approved as to form and legality:

_____
City Attorney

ORDINANCE NO. 18-919

AN ORDINANCE TO AMEND ORIDNANCE 17-896 OF THE GOODLETTSVILLE BOARD OF COMMISSIONERS BY DELETING SECTION 1-9-96, SUBSECTION 2 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SUBSECTION 2.

WHEREAS, it has been determined that certain changes are needed as it relates to Ordinance 17-896 of the City of Goodlettsville as it relates to Mobile Food Vendors, and

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT ORDINANCE 17-896 IS AMENDED BY DELETING SECTION 9-96, SUBSECTION 2 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SUBSECTION 2 AS FOLLOWS:

(2) a. Submittal of an application for an annual mobile food vendor permit must be accompanied by payment of an application fee in the amount of $50.00, provided that for any mobile food service vehicle previously found to be operating within the city without a current permit, the application fee shall be $100.00 per vehicle.

b. Submittal of a special event mobile vendor permit application will require no application fee or permit fee as long as it is an event conducted by the City of Goodlettsville, or a partnering agency, or the entity conducting a special event has procured a special event permit from the City of Goodlettsville in accordance to Ordinance 17-911. Special event mobile vendor permits shall be in effect for no more than four (4) days.

This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

_____
MAYOR

Passed:_____

Passed:_____

_____
CITY CLERK

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

RESOLUTION NO. 18-801

A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR A HIGHWAY GRADE CROSSING IMPROVEMENT PROJECT AT WEST MONTICELLO AVENUE.

WHEREAS, The City of Goodlettsville constantly thrives to maintain all street in a safe condition, and

WHEREAS, Certain street grade improvements at the CSX railroad crossing at West Monticello Avenue have qualified for certain safety improvement funds; and,

WHEREAS, By entering into a contract with the State of Tennessee Department of Transportation for such safety improvements, all associated costs will be reimbursed to the City of Goodlettsville.

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

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

Adopted: May 24, 2018

_____
MAYOR

_____
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISON OF MULTIMODAL TRANSPORTATION RESOURCES
SUITE 1800 JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE TENNESSEE 37243-1402

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

May 12, 2017

Mr. Jeff McCormick, Director Public Works & ECD
City of Goodlettsville
215 Cartwright Street
Goodlettsville, TN 37072

Subject: Highway-Rail Grade Crossing Improvement Project, Contract # **CRR070220**

Dear Mr. McCormick,

The Tennessee Department of Transportation (TDOT) has prepared an Agreement for the City of Goodlettsville for safety improvements at the subject highway-rail grade crossing listed below:

U.S. Dot Crossing Number	348-097N
Railroad Company	CSX Railroad
Railroad Milepost	00H 177.74
Federal Project Number	HSIP-R00S(314)
State Project Number	19954-2509-94
PIN	123217.00
Highway Route	W Monticello Ave (0A376)
Highway Log Mile	0.19
City, County	In Goodlettsville, Davidson

Please note that on **Item 2 (a)** of the work agreement, TDOT will need the City to place a **checkmark next to the method** by which the City will perform the Railroad Crossing safety improvement work.

Enclosed is one (1) original counterpart of the agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review sign and return the Agreement to me. I will then forward the copy for TDOT Commissioners Signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed agreement. Upon receipt of the fully executed agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

Erik Andersen

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Agreement (1 copy)

cc: File

RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **the City of Goodlettsville, Tennessee**, hereinafter referred to as the "Local Government".

WITNESSETH:

WHEREAS, in accordance with 23 CFR, Subpart 646B, TDOT has directed the Local Government to prepare plans, specifications, and estimates of costs of labor, material and equipment, etc. for construction of the crossing roadway approaches adjustments, hereinafter referred to as the "Railroad Crossing Approaches Project" number **HSIP-R00S(314), 19954-2509-94**, at the **W Monticello Ave (0A376)** Highway-Rail Grade Crossing **DOT No. 348097N** located **in Goodlettsville, Davidson County, Tennessee**; and

WHEREAS, the Local Government is eligible for reimbursement for the Railroad Crossing Approaches Project under 23 CFR, Subparts 140I and 646B which are incorporated herein by reference; and

WHEREAS, for the Railroad Crossing Roadway Approaches Adjustment Project, the Local Government has prepared plans, specifications, and estimates of cost, dated **January 18, 2017**, which estimate is in the amount of **$2,100.00,** as required for the construction or installation of

4. Install one (1) stop line (12' long and 24" wide) on Approach 2 (W. Monticello Ave.) at Monticello Ave.
5. Restripe centerline pavement markings for approximately 465 feet west of the crossing on Approach 2 (W. Monticello Ave.).
6. Install one (1) Word Pavement Marking (RxR) approximately 160 feet west of the crossing on Approach 2 (W. Monticello Ave.).
7. Install one (1) stop line (12' long and 24" wide) on Approach 2 (Eastbound W. Monticello Ave.), approximately 15 feet west of the crossing.

items are numbered to correspond with the Aerial Drawing in Exhibit A (hereinafter referred to as the "Railroad Crossing Approaches Work"); and

NOW, THEREFORE, in consideration of these premises, and the mutual promises contained herein, it is agreed by and between the parties hereto as follows:

1. **(a)** The Local Government shall construct said Railroad Crossing Approaches Project in accordance with the estimate of cost, plans and specifications, as approved by TDOT, which are incorporated herein by reference, and as otherwise contemplated by this

Agreement. The approved estimate of cost, plans and specifications are attached hereto as "Exhibit A".

(b) Any change in approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Local Government to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.

2. **(a)** The Local Government agrees that it will perform the Railroad Crossing Approaches Work provided for in this Agreement by one of the following methods (mark the appropriate space):

_____ By force account (provided that the Local Entity is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner).

_____ By contract awarded to the lowest qualified bidder based on appropriate solicitation.

_____ By use of an existing continuing contract (provided that the costs are reasonable).

_____ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as follows:

_____

_____

(b) Whenever the Local Government elects to perform the Railroad Crossing Approaches Work by award of a contract, it shall submit the same to TDOT for prior approval. TDOT shall not be required to reimburse the Local Government for its obligation under any contract that has not received the advance written approval of TDOT.

(c) The Local Government shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Crossing Approaches Work to anyone other than TDOT. The Local Government hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.

(d) Neither the Local Government nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Work to be performed under a contract to be awarded by the Local Government. The Local Government further agrees that no employee, officer, or agent, of the Local Government, shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Crossing Approaches Work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent

(5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform or supply material for the Railroad Crossing Approaches Work. Neither the Local Government nor any affiliate, subsidiary, employee, officer, or agent, of the Local Government, shall solicit, or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

(e) The Local Government must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Crossing Approaches Work. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Crossing Approaches Work.

3. The Railroad, under separate Agreement described above, shall provide flagging protection as may be required for the maintenance and protection of Railroad and highway traffic during the progress of the Railroad Crossing Approaches Work.

4. The Local Government agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed Railroad Crossing Approaches Work site, and all survey staking for the purpose of the Railroad Crossing Approaches Work, and the estimated cost thereof is included in the estimate described above.

5. After the Railroad Crossing Approaches Work has been constructed or installed and found to be in satisfactory working order by the parties hereto, the same shall be maintained by the Local Government for the benefit of the public for so long as the Railroad maintains and operates its track facilities at the crossing, or until the crossing is abandoned and unused or legal requirements make it necessary to cease operation and maintenance of the Railroad's signals and related equipment. It is understood that as of the date hereof, the provisions of applicable law require the Local Government to maintain said railroad-highway grade crossing roadway approaches at its own expense. It is further understood by the parties that State funds for the purpose of operating and maintaining the facilities, constructed or installed, may be expended in the event the General Assembly of Tennessee specifically authorizes and appropriates funds for such purposes, or in the event such funds are otherwise available for such purposes under prior authority and appropriation granted to TDOT by the General Assembly.

6. Subject to the provisions of this paragraph, and as otherwise provided in this Agreement, TDOT agrees to reimburse the Local Government for the cost of designing, and constructing the Railroad Crossing Approaches Project in accordance with the approved plan, as follows:

(a) TDOT shall reimburse the Local Government for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Railroad Crossing Approaches Project, whether it is or is not a federal-aid project.

(b) The Local Government shall develop and record Railroad Crossing Approaches Work costs in a manner consistent with the current provisions of 23 CFR 140I as of the effective date of this Agreement, and as approved by TDOT.

(c) Unless a lump-sum payment has been approved by TDOT, the Local Government shall submit all requests for payment by invoice, in form and substance acceptable to TDOT with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.

(d) The Local Government may submit invoices for interim payments during the progress of the Railroad Crossing Approaches Work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Crossing Approaches Project, as described in Paragraph 1 of this Agreement, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.

(e) TDOT shall, unless it has good faith and reasonable objections to the Local Government's invoice for interim payment, use its best efforts to issue payment based on the Local Government's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Local Government's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Local Entity so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Local Government. All other reimbursable cost items set out in the Local Government's invoice shall be paid by TDOT.

(f) Subject to the Local Government's right to bill on an interim basis as described above, the Local Government shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one year following the completion of the Railroad Crossing Approaches Work in its entirety. Otherwise, any previous payments to the Local Entity shall be considered final, and the Local Government shall be deemed to have waived any claim for additional payments, except as TDOT and the Local Government may have agreed otherwise in writing before the end of that year.

(g) The Local Government's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

7. TDOT shall have the right to inspect the Railroad Crossing Approaches Work on this project and to confirm the financial information made available by the Local Government to TDOT in support of the Local Government's invoiced amounts. The Local Government shall notify TDOT of the date that the first work will be performed in order that adequate inspection can be arranged and proper records kept. Any costs billed by the Local

Government that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.

8. The Local Government agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Agreement, the Local Government agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.

9. The Local Government shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Local Government, insofar as they relate to work performed or monies received under this Agreement shall be maintained for a period of three (3) full years after final payment has been received by the Local Government and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or by the Federal Highway Administration, or their duly appointed representatives during this three (3) year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.

10. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Local Government shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Local Government's roadway facilities to safe operation. Should such an event occur, the Local Government shall be entitled to compensation for all costs reimbursable under 23 CFR 646B (in accordance with paragraph 7 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Local Government shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

11. The Local Government, its successors and assigns, agrees to indemnify and hold harmless TDOT as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Local Government, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Railroad Crossing Approaches Work relating to this Agreement. The Local Government further agrees it shall be liable for the reasonable cost of attorneys for TDOT in the event such services are necessitated to enforce the terms of this Agreement or otherwise enforce the obligations of the Local Government to TDOT.

In the event of any such suit or claim, the Local Government shall give TDOT immediate notice thereof and shall provide all assistance required by TDOT in TDOT's defense. TDOT shall give the Local Government written notice of any such claim or suit, and the Local Government shall have full right and obligation to conduct the Local Government's own defense thereof. Nothing contained herein shall be deemed to accord to the Local Government, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

12. TDOT shall have no liability except as specifically provided in this Agreement.

13. This Agreement may be modified only by a written amendment executed by the parties hereto.

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

15. The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Local Government on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Local Government shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16. The Local Government agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement, and subject the Local Government to the repayment of all State funds expended, or expenses incurred, under this Agreement.

17. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Local Government acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

19. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

20. TDOT and the Local Government agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: Multimodal Transportation Resources
Highway Railroad Crossing Program
Suite 1800, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0349
Fax: (615) 253-1482

With a copy if requested by TDOT to:

John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-0326
Fax: (615) 532-5988

To the Local Government:

Jeff McCormick, Director Public Works & ECD
City of Goodlettsville
215 Cartwright St.
Goodlettsville, TN 37072

With a copy if requested by the Local Government to:

_____
_____
_____
_____

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Goodlettsville, Tennessee

BY: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM:

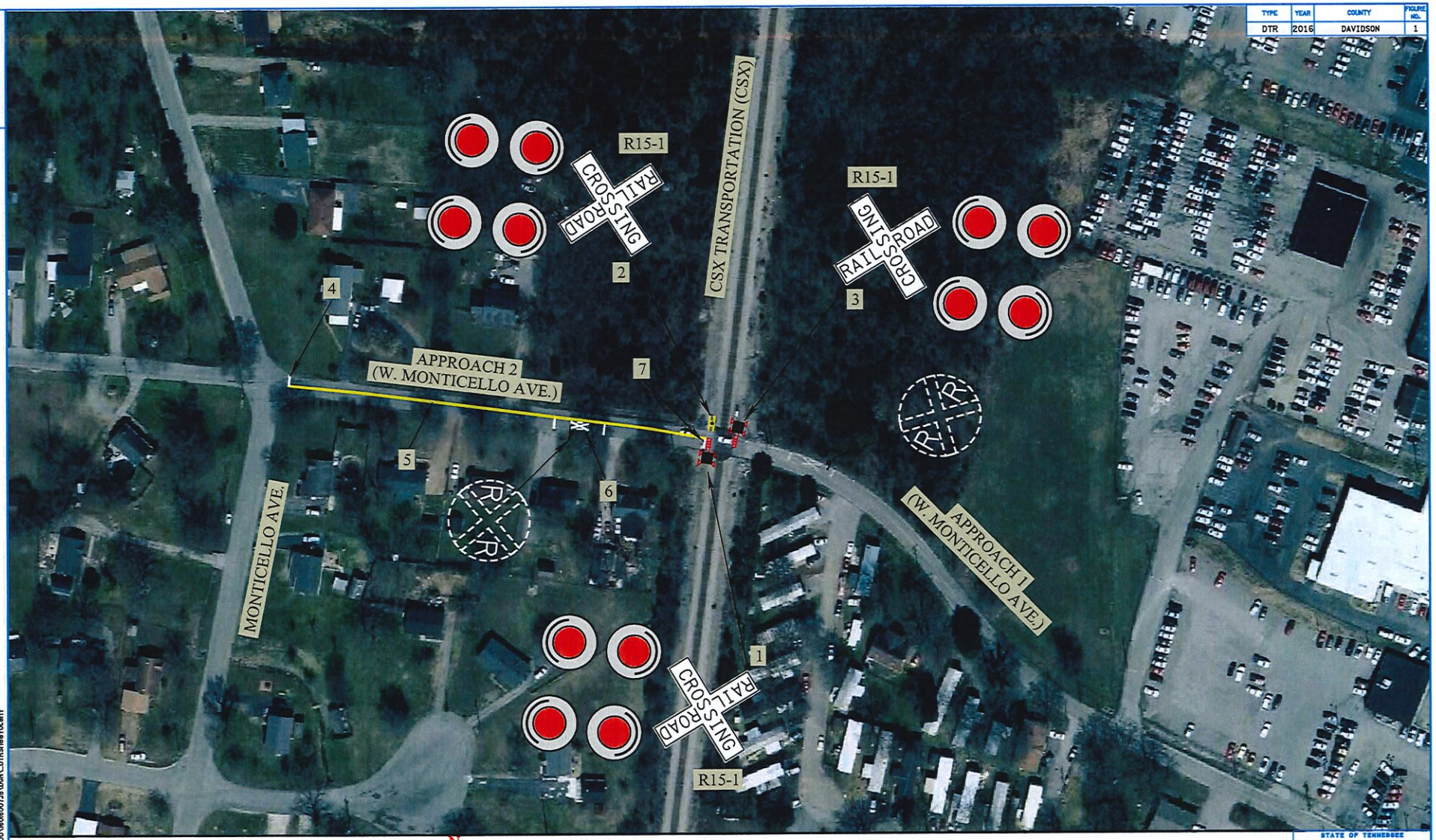
BY: _____
City Attorney

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel

TENNESSEE D.O.T.
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES
FILE NO.

TYPE	YEAR	COUNTY	FIGURE NO.
DTR	2016	DAVIDSON	1



0' 100' 200' 300'

N

DIAGNOSTIC TEAM REVIEW

WEST MONTICELLO AVENUE (OA376)
AT CSX TRANSPORTATION
CROSSING NO. 348097N
DAVIDSON COUNTY

Exhibit A page 1 of 2

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF MULTIMODAL TRANSPORTATION RESOURCES

FIGURE 1
W. MONTICELLO AVE AT CSX

7/18/2016 10:09:29 AM
Y:\nashville\160160005\160160007.00\160160007J8\DGN_DTRSheet01.dgn

KERR BROS.
& ASSOCIATES, INC.
P.O. Box 110071
Nashville, TN 37222
Phone: 615-255-8614
Fax : 615-242-5404

PROPOSAL

Proposal created for: CITY OF GOODLETTSVILLE		Job Name: WEST MONTICELLO DR	
Address ATTN: ANDY GARRETT		Job address:	
City, State Zip		City, State Zip: GOODLETTSVILLE, TN	
Phone	Fax	Date Submitted 12/15/16	

The following is a price for Pavement Markings at the above location.

Painted Pvmt Mrkg (4" LINE)				
4,400 LF	@ $0.20	LF	$	880.00
Plastic Pvmt Mrkg (STOP LIINE)				
36 LF	@ $20.00	LF	$	720.00
Plastic Word Pvmt Mrkg (RXR)				
1 EA	@ $500.00	EA	$	500.00
			$	2,100.00

We hereby propose to furnish material and labor in accordance to the above specifications, for the sum of: $ 2,100.00

Payment to be made as follows:

Net Upon Completion 10 Days

Acceptance of Proposal – The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.

Proposal valid for 30 days.

ACCEPTANCE SIGNATURE _____

Authorized Signature	Date

Exhibit A page 2 of 2
Crossing #348097N
Davidson County