



Board of Commissioners

June 13, 2019

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 23, 2019 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 19-939, an ordinance to amend sections and subsections of the City of Goodlettsville Municipal Code Title 18, Chapter 3, as it relates to Stormwater Management. **SECOND READING**

8. New Business.

- a. Consider Ordinance 19-840, an ordinance imposing a temporary one hundred eighty (180) day moratorium on the approval by the Board of Zoning Appeals of any Bed and Breakfast Homestay per Section 14-213-(9)(h)(ii) of the City of Goodlettsville Zoning Ordinance. **FIRST READING**

- b. Consider Ordinance 19-841, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2018-2019 budget, passed by Ordinance 18-918. **FIRST READING**

- c. Consider Ordinance 19-842, an ordinance to amend the City of Goodlettsville Municipal Code Title 9, Chapter 2 by deleting Chapter 2 in its entirety and replacing it with a new Chapter 2, as it relates to Peddlers. **FIRST READING**

- d. Consider Resolution 19-852, a resolution authorizing the execution of an inter-local agreement for

emergency communication between the Sumner County Emergency Communications District and the City of Goodlettsville.

- e. Consider Resolution 19-853, a resolution declaring certain property surplus to the needs of the City of Goodlettsville and calling for its disposal by online auction or any other reasonable manner.

9. Adjournment.

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

[abaker@goodlettsville.gov](mailto: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](http://www.goodlettsville.gov)

## ORDINANCE NO. 19-939

### AN ORDINANCE TO AMEND SECTIONS AND SUBSECTIONS OF THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 18, CHAPTER 3, AS IT RELATES TO STORMWATER MANAGEMENT.

**WHEREAS**, it has been determined that certain changes to the City of Goodlettsville Municipal Code are needed as it relates to stormwater management.

**NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 18, CHAPTER 3 IS AMENDED AS FOLLOWS:**

**SECTION 1.** That Title 18, Chapter 3, Section 4, Subsection 1 is deleted in its entirety and replaced with a new subsection 1 as follows:

18-304 (1) **Land Disturbance Permit.** (1) General. The land disturbance permit is to be obtained by the owner(s) or owner(s) designee(s) for development or redevelopment of over an acre, **or less than one acre if part of a larger plan of common development or sale.** The land disturbance permit is designed to track all applicable land disturbance activities and ensure they are monitored for compliant erosion prevention and sediment controls, the absence of illicit discharges leaving the site, and compliance with the city's TDEC NPDES MS4 general permit along with any applicable TDEC construction general permits, TDEC Aquatic Resources Alteration Permits (ARAP), and any other relevant permits. Tracking of these activities allows inspection, and in cases of non-compliance, enforcement actions to be taken.

**SECTION 2.** That Title 18, Chapter 3, Section 8, Subsection 1 is deleted in its entirety and replaced with a new subsection 1 as follows:

18-308 (1) On-site stormwater management facilities maintenance agreement. (a) Where the stormwater facility is located on property that is subject to a development agreement, and the development agreement provides for a permanent stormwater maintenance agreement that runs with the land, the owners of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners and all subsequent property owners and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities.

(b) The maintenance agreement shall:

(i) Assign responsibility for the maintenance and repair of the stormwater facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation. **The OWNER(S) covenant and agree with the CITY that they shall provide for adequate long-term maintenance and continuation of stormwater control measures to ensure that all of the stormwater facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventive maintenance activities at intervals described in the Post Construction Long-Term Water Quality Plan.**

**The OWNER(S) shall submit to the CITY an annual report by July 1<sup>st</sup> of each year. The report shall include the Long-Term Maintenance Plan that documents inspection schedules, time of inspections, remedial actions taken to repair, modify or re-construct the system and the state of control measures.**

(ii) Provide for a periodic inspection by the property owners in accordance with the requirements of subsection (v) below for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. The property owners will arrange for this inspection to be conducted by a registered professional engineer licensed to practice in the State of

Tennessee, who will submit a signed written report of the inspection to the administrator. **This report shall be completed, at a minimum, once within a five-year period, or as required by the City, or the Tennessee Department of Environment and Conservation, and submitted to the city's stormwater manager.** It shall also grant permission to the city to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.

(iii) Provide that the minimum maintenance and repair needs include, but are not limited to: the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other stormwater facilities. It shall also provide that the property owners shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the MS4 BMP manual.

(iv) Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the administrator.

(v) Provide that if the property is not maintained or repaired within the prescribed schedule, the administrator shall perform the maintenance and repair at its expense, and bill the same to the property owner. The maintenance agreement shall also provide that the administrator's cost of performing the maintenance shall be a lien against the property.

**SECTION 3.** That Title 18, Chapter 3, Section 13, Subsection 1 amended by creation a new sub-section 1(g) as follows:

**Title 18, Chapter 3, Section 13, Subsection 1(g)** **It shall be unlawful for any person to permit or cause the obstruction of any drainage ditch in any public right-of-way or prescribed drainage way.**

**SECTION 4. Severability.** If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.

**SECTION 5. Repealer.** All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance is hereby repealed to the extent of the conflict.

**SECTION 6.** This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: May 23, 2019

Passed: \_\_\_\_\_

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
CITY ATTORNEY

**ORDINANCE 19-840**

**AN ORDINANCE IMPOSING A TEMPORARY ONE HUNDRED EIGHTY (180) DAY MORATORIUM ON THE APPROVAL BY THE BOARD OF ZONING APPEALS OF ANY BED AND BREAKFAST HOMESTAY PER SECTION 14-213-(9)(h)(ii) 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 Bed and Breakfast Homestays and related facilities 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 Bed and Breakfast Homestays poses a risk to public health, safety and welfare, and interferes 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 Bed and Breakfast Homestays, 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 Bed and Breakfast Homestays 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 a one hundred eighty (180) day moratorium on the zoning appeal approval of all Bed and Breakfast Homestays in accordance to the City of Goodlettsville Municipal Code SECTION: 14-213-(9)(h)(ii).
- 2) The City of Goodlettsville shall not accept any application for zoning variance for one hundred eighty (180) days following the adoption of this Ordinance.
- 3) Any person previously vesting his or her right to development of an accessory building or accessory dwelling prior 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 for one hundred eighty (180) days following the date of adoption, unless further extended, or unless repealed sooner by the adoption of comprehensive regulations expressly repealing this Ordinance.

---

MAYOR JEFF G. DUNCAN

---

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

---

CITY ATTORNEY

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

Ordinance 19-841

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2018-2019 BUDGET, PASSED BY ORDINANCE 18-918

WHEREAS, the City of Goodlettsville adopted the fiscal year 2018-2019 budget by passage of Ordinance 18-918 on May 24, 2018; 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, insurance proceeds from the bay garage doors damage sustained to the Fire Department building were received in March 2019, after the passage of the FY 2018-2019 Budget; and

WHEREAS, the garage door replacement was not budgeted in the FY 2018-2019 Budget; and

WHEREAS, Fire Department personnel and equipment were deployed to North Carolina in response to Hurricane Florence in September, 2018; and

WHEREAS, these additional personnel costs incurred were not budgeted; and

WHEREAS, TEMA has reimbursed 50% of the City's claim; and

WHEREAS, insurance proceeds related to damage sustained to a police cruiser were received in May, 2019, after the passage of the FY 2018-2019 Budget; and

WHEREAS, the repairs to the police cruiser were not budgeted in the FY 2018-2019 Budget; and

Whereas, in order to spend the additional funds, a budget amendment will be necessary.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE FISCAL YEAR 2018-2019 BUDGET BE AMENDED AS FOLLOWS:

General Fund Fire Department Maintenance Expenditures	\$10,500	
General Fund Revenues Insurance Proceeds		\$10,500
General Fund Fire Department Personnel Expenditures	\$12,000	
General Fund Revenues TEMA Grant		\$12,000
General Fund Police Department Maintenance Expenditures	\$11,500	
General Fund Revenues Insurance Proceeds		\$11,500

\_\_\_\_\_  
Mayor Jeff G. Duncan

Passed First Reading:\_\_\_\_\_

\_\_\_\_\_  
City Recorder

Passed Second Reading:\_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

**ORDINANCE NO. 19-842**

**AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 9, CHAPTER 2 BY DELETING CHAPTER 2 IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 2, AS IT RELATES TO PEDDLERS.**

**WHEREAS**, it has been determined that certain changes need to be made to the City of Goodlettsville Municipal Code as it relates to peddlers.

**NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 9, CHAPTER 2 IS AMENDED AS FOLLOWS:**

**SECTION I.** That a new Chapter 2 is hereby created entitled:

**Peddlers, Etc.**

**9-201 Permit required.** It shall be unlawful for any peddler, canvasser, solicitor, or transient merchant to ply his trade in any residential area within the corporate limits without first obtaining a permit therefor in compliance with the provisions of this chapter. No permit shall be used at any time by any person other than the one to whom it is issued.

**9-202. Exemptions.** The terms of this chapter shall not be applicable to persons selling to wholesale dealers, nor to bona fide merchants who merely deliver goods in the regular course of business, nor to sellers responding to a prior invitation by the owner or occupant of a residence, nor to bona fide charitable religious, patriotic or philanthropic organizations.

**9-203. Application for permit.** Applications for a permit under this chapter must file with the permit administrator sworn written application containing the following:

- (1) Name and physical description of applicant.
- (2) Complete permanent home address and local address of the applicant and, in the case of transient merchants, the local address from which proposed sales will be made.
- (3) A brief description of the nature of the business and the goods or services to be offered.
- (4) If employed, the name and address of the employer, together with credentials therefrom establishing the exact relationship.
- (5) The length of time for which the right to do business is desired.
- (6) A recent clear photograph approximately two inches (2") square showing the head and shoulders of the applicant.
- (7) A statement as to whether or not the applicant has been convicted of any crime or misdemeanor or for violating any municipal ordinance, the nature of the offense, and the punishment or penalty assessed therefor.
- (8) The names of the last three (3) cities or towns, if that many, where applicant carried on business immediately preceding the date of application and, in the case of transient merchants, the addresses from which such business was conducted in those municipalities.

- (9) At the time of filing the application, the application fee shall be paid to the city to cover the administrative costs associated with processing permits.

**9-204. Issuance or refusal of permit.**

- (1) Each application shall be processed by the permit administrator.
- (2) If, as a result of the processed application, the applicant is found to have engaged in fraudulent or other illegal activities within a ten-year period preceding the date of the application which indicate the applicant's business responsibility to be unsatisfactory, the permit administrator shall notify the applicant that the application is disapproved and no permit will be issued.
- (3) If, on the other hand, the processed and complete application indicates that the moral reputation and business responsibility of the applicant are satisfactory the permit administrator shall issue a permit upon the payment of all fees and the filing of the bond required by 9-206.
- (4) Peddler permits issued to vendors shall not exceed 180 days within a calendar year. A fee of \$100.00 for a minimum of a fourteen (14) day period and each subsequent fourteen (14) day period a fee of \$50.00 shall be assessed to peddlers.

**9-205. Appeal from denial.** Any person denied a permit, required under this chapter, shall have the right to appeal to the city manager. Such appeal shall be taken by filing with the city manager within fourteen (14) days after notice of the action complained of, a written statement setting forth fully the grounds for the appeal. The city manager shall set a time and place for a hearing on such appeal and notice of the time and place of such hearing shall be given to the appellant. The notice shall be in writing and shall be mailed, by certified mail, to the applicant at his last known address at least five (5) days prior to the date set for hearing, or shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing.

**9-206. Bond.** Every permittee shall file with the permit administrator a surety bond running to the city in the amount of two thousand five hundred dollars (\$2,500.00). The bond shall be conditioned that the permittee shall comply fully with all the provisions of the ordinances of the City of Goodlettsville and the statutes of the state regulating peddlers, canvassers, solicitors, transient merchants, itinerant merchants, or itinerant vendors, as the case may be, and shall guarantee to any citizen of the city that all money paid as a down payment will be accounted for and applied according to the representations of the permittee, and further guaranteeing to any citizen of the city doing business with said permittee that the property purchased will be delivered according to the representations of the permittee. Action on such bond may be brought by any person aggrieved and for whose benefit, among others, the bond is given, but the surety may, by paying, pursuant to order of the court, the face amount of the bond to the clerk of the court in which the suit is commenced, be relieved without costs of all further liability.

**9-207. Loud noises and speaking devices.** No permittee, nor any person in his behalf, shall shout, cry out, blow a horn, ring a bell or use any sound amplifying device upon any of the sidewalks, streets, alleys, parks or other public places of the city or upon private premises where sound of sufficient volume is emitted or produced therefrom to be capable of being plainly heard upon the adjacent sidewalks, streets, alleys, parks, or other public places, for the permittee proposes to sell.

**9-208. Use for solicitations and displaying, selling, etc., goods and merchandise.**

- (1) Except as permitted by other portions of this code, no person shall use or occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk for the purpose of:

- (a) Storing or exhibiting any goods, merchandise or other materials.
  - (b) Selling or attempting to sell any goods, merchandise or other materials or any services.
- (2) No person shall stand on or otherwise occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk for the purpose of soliciting or accepting a donation of money or any other item from the occupant of any vehicle.
- (3) No person shall, by means of a sign or other device of any kind, use or occupy any portion of the public right-of-way, including any public street, median, alley or sidewalk, to attempt to alert the driver or any occupant of a motor vehicle that is on a street to any commercial activity.
- (4) Nothing in this section shall be construed to apply to:
- (a) Licensees, lessees, franchisees, permittees, employees or contractors of the city, county or state authorized to engage in inspection, construction, repair or maintenance or in making traffic or engineering's surveys.
  - (b) Any of the following persons while engaged in the performance of their respective occupations; firefighting and rescue personnel, law enforcement personnel, emergency medical services personnel, health care workers or providers, military personnel, civil preparedness personnel, emergency management personnel, solid waste or recycling personnel; public works personnel or public utilities personnel.
  - (c) Use of public streets, alleys, sidewalks or other portions of the public right-of-way in areas which have been closed to vehicular traffic for festivals or other events or activities permitted by the city.

(5) Nothing in this section or in any other part of this code shall be construed as prohibiting the sale or distribution of newspapers, magazines, periodicals, handbills, flyers or similar materials, except that:

- (a) Such activity shall be prohibited on any portion of any street within the city.
- (b) Such materials shall not be handed to the occupant of any motor vehicle that is on a street, nor shall any action be taken which is intended or reasonably calculated to cause the vehicle occupant to hand anything to the person selling or distributing the materials.

**9-209. Exhibition of permit.** Permittees are required to exhibit their permits at the request of any police officer, city employee or citizen.

**9-210. Police department to enforce.** It shall be the duty of all police officers to see that the provisions of this chapter are enforced.

**9-211. Revocation or suspension of permit.**

- (1) Permits issued under the provisions of this chapter may be revoked by the city manager, after notice and hearing, for any of the following causes:
- a) Fraud, misrepresentation, or incorrect statement contained in the application for permit, or made in the course of carrying on the business of solicitor, canvasser, peddler, transient merchant, itinerant merchant or itinerant vendor.
  - b) Any violation of this chapter.
  - c) Conviction of any crime or misdemeanor.

- d) Conducting the business of peddler, canvasser, solicitor, transient merchant, itinerant merchant, or itinerant vendor, as the case may be, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
- (2) Notice of the hearing for revocation of a permit shall be given by the permit administrator in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed to the permittee at his last known address at least five (5) days prior to the date set for hearing, or it shall be delivered by a police officer in the same manner as a summons at least three (3) days prior to the date set for hearing.
- (3) When reasonably necessary in the public interest, the city manager may suspend a permit pending the revocation hearing.

**9-212. Reapplication after revocation.** No permittee whose permit has been revoked shall make further application until a period of at least six (6) months has elapsed since the last revocation.

**9-213. Expiration and renewal of permit.**

- (1) Permits issued under the provisions of this chapter shall expire in no more than 180 days within a calendar year.
- (2) Each application expires December 31<sup>st</sup> of the year it was submitted.
- (3) A permit may be renewed within the active permit dates, if it has not exceeded the 180 days allowed within a calendar year.
- (4) If, after issuance of a permit has expired, no additional permit shall be issued until a grace period of fourteen (14) days has been honored.

**9-214. Prohibition of Door to Door Solicitors.**

(1) ALL SOLICITATION PROHIBITED BY POSTING OF "NO SOLICITATION" OR "NO TRESPASSING" SIGN OR STICKER.

a) No solicitor, whether commercial or noncommercial, shall enter or remain upon any private premises in the City where:

(i) A "No Solicitation" or "No Trespassing" sign is clearly posted or placed at or near the entrance(s) to such premises or, in the case of a multi-family dwelling, at or near the entrance(s) to such individual dwelling

b) This provision shall apply to all solicitation, including, without limitation, all activities that are religious, charitable or political in nature and all solicitation of newspaper or magazine subscriptions.

(2) NO-SOLICITATION LIST.

a) The no-solicitation list allows any property owner or lawful occupant of any residence within the City to prohibit solicitation at said residence by registering the address with the City. Such registration shall take effect as soon as it is noted on the City's no-solicitation list.

b) The City shall maintain and publish on the City's website and have available at the office of the City Clerk such no-solicitation list consisting of all addresses that have been registered thereon.

(i) Such list shall be made available without charge to any person requesting same. No person shall be required to provide identification as a condition of obtaining a copy of such list.

(ii) The City will make the necessary arrangements to periodically update the no-solicitation list.

(iii) Each address appearing on the no-solicitation list will remain on the list until removed by the occupant.

c) Each permit holder shall be responsible for obtaining and reviewing a copy of the no-solicitation list immediately upon issuance of a permit under this chapter and at such intervals thereafter as may be reasonably necessary to ensure compliance with the requirements of division (D) of this section.

d) As of the effective date of the registration of a residential address under division (A) of this section, door-to-door solicitation at such address shall be prohibited until such time, if at all, that the address has been deleted from the no-solicitation list.

e) Neither the City nor any of its officers, employees, agents or authorized volunteers shall be liable to any person for any injuries, damages or liabilities of any kind arising from or relating to any errors or omissions that may occur in compiling or maintaining the no-solicitation list.

(3) OFFENSE. It shall constitute a general offense against the regulations of the City of Goodlettsville for any person or persons who violates this Chapter

(4) PENALTY. Anyone who is found in violation of this chapter shall be subject to a fine of fifty dollars (\$50.00) per offense for each day of occurrence, regardless of the time period involved, and shall constitute a separate offense under this chapter.

**9-215 Trespassing.** It shall be unlawful and deemed to be trespass for any permittee acting under this article to fail to promptly leave the private premises of any person who requests or directs him to leave.

**9-216 Sales hours for peddlers.** No permittee shall conduct any solicitations or sales except between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday, it being the intent that door-to-door sales occur during daylight hours and at times when citizens feel secure in their homes to receive unexpected visitors.

**SECTION 2.** This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

Passed: \_\_\_\_\_

Passed: \_\_\_\_\_

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
CITY ATTORNEY

**RESOLUTION NO. 19-852**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-LOCAL AGREEMENT FOR EMERGENCY COMMUNICATION BETWEEN THE SUMNER COUNTY EMERGENCY COMMUNICATIONS DISTRICT AND THE CITY OF GOODLETTSVILLE.**

**WHEREAS**, the City of Goodlettsville and the Sumner County Emergency Communications District has maintained a great working relationship for many years; and,

**WHEREAS**, The City of Goodlettsville wishes to continue that working relationship by entering into a new inter-local agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE THAT THE INTER-LOCAL AGREEMENT IDENTIFIED AS EXHIBIT I OF THIS RESOLUTION IS APPROVED AND EXECUTED.**

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

Adopted: June 13, 2019

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

\_\_\_\_\_  
CITY RECORDER  
APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT 1**

**State of Tennessee  
County of SUMNER**

**INTERLOCAL COOPERATION AGREEMENT  
FOR  
EMERGENCY COMMUNICATIONS  
BETWEEN SUMNER COUNTY EMERGENCY COMMUNICATIONS DISTRICT  
AND  
CITY OF GOODLETTSVILLE.**

Pursuant to T.C.A. § 12-9-104, this Joint Powers Agreement for Emergency Communications (the “Agreement”) is entered into between and among the **CITY OF GOODLETTSVILLE** of SUMNER COUNTY, a political subdivision of the State of Tennessee, and SUMNER Emergency Communications District (the “District”), a municipality and public corporation created and established pursuant to T.C.A. § 7-86-101, *et seq.*

WHEREAS, the District was established for the purpose of providing a system of emergency communications whereby a caller dialing 9-1-1 would immediately be connected to a public safety answering point that would quickly and efficiently assure that the appropriate emergency responders were notified;<sup>1</sup> and

WHEREAS, such a system results in the saving of life, a reduction in the destruction of property, quicker apprehension of criminals and ultimately the saving of money;<sup>2</sup> and

WHEREAS, the District was established as a statutory municipality or public corporation in perpetuity, authorized to fund its operations through a bona fide emergency telephone service charge on all service users within its borders, whether business or residential, public or private, profit making or not-for-profit, including governmental entities,<sup>3</sup> and

WHEREAS, the **CITY OF GOODLETTSVILLE** and the District desire to conduct certain operations related to emergency communications jointly as contemplated by T.C.A. § 12-9-104; and

WHEREAS, the SUMNER COUNTY EMERGENCY COMMUNICATIONS DISTRICT BOARD authorized the execution of this inter-local agreement between the **CITY OF GOODLETTSVILLE** and the District by its BOARD ACTION on March 11, 2019.

---

<sup>1</sup> See Tenn. Code Ann. § 7-86-102(a).

<sup>2</sup> See *id.*

<sup>3</sup> See Tenn. Code Ann. § 7-86-106.

WHEREAS, the District, acting by and through its Board of Directors, authorized the execution of this inter-local agreement between the **CITY OF GOODLETTSVILLE** and the District.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Purpose.** This Agreement is for the purpose of establishing the manner, terms and conditions by which the **CITY OF GOODLETTSVILLE** and the District shall jointly provide 9-1-1 services in the area served by the District. For purposes of this agreement "9-1-1 service" means 9-1-1 service and wireless enhanced 9-1-1 services as those terms are defined in Tenn. Code Ann. § 7-86-103.

**2. Cooperative & Funding Agreement.**

The District hereby agrees to:

1. The training for the dispatchers to meet the STATE ECD STANDARDS.
2. Provide addressing, mapping and GIS services that are 911 related.
3. Provide maintenance and support of SECD servers and connections.
4. User management and software maintenance on servers.

The **CITY OF GOODLETTSVILLE** hereby agrees to provide the following operational aspects of 9-1-1 services in the District:

1. Skilled dispatch and personnel that meet the STATE ECB STANDARDS.
2. Dispatch operation to operate 24 hours per day, 7 days per week, and 365 days per year without interruption which accurately determines what resources are required for each emergency and which dispatches those resources in a timely fashion.
3. Provide PC's, Monitors, Phones, and End User Software for CAD, Map, and 911
4. Provide IT services for end users and end user equipment.
5. Provide recorder for station side recording.
6. Facility space and furniture.
7. City dispatching / call taking radios and generators.
8. Payroll and benefits of the Goodlettsville dispatchers.

The parties hereby acknowledge that, consistent with T.C.A. § 7-86-306(a)(1), reimbursements by the Tennessee Emergency Communications Board are subject to availability of funds.

**4. State and Federal Compliance.** The Parties hereby agree to fully comply with the applicable Policies, Orders, Regulations and Revenue and Operational Standards

of the Tennessee Emergency Communications Board, the applicable rules, regulations and orders of the Federal Communications Commission and applicable federal and state laws in the performance of this agreement.

**5. Term.** The Parties hereby agree that this agreement shall continue until notice is given by either party of the desired to amend or end the arrangement and at that time, at least 60 days' notice must be given by the party of the desired to amend or conclude the agreement.

**6. Nondiscrimination.** The parties hereby agree, warrant and assure that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, or Tennessee state constitutional or statutory law.

**7. Severability.** If any of the terms and conditions of this contract is held to be invalid or unenforceable as a matter of law, the other terms and conditions 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the **CITY OF GOODLETTSVILLE**      For the **DISTRICT:**

\_\_\_\_\_  
Name: Jeff G. Duncan  
Title: MAYOR

\_\_\_\_\_  
Name: Tonya Jetton

**RESOLUTION NO. 19-853**

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

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

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

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

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

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

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

Adopted: June 13, 2019

\_\_\_\_\_  
MAYOR JEFF G. DUNCAN

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

## EXHIBIT 1

### SURPLUS PROPERTY (RESOLUTION 19-853)

- 2007 Chevrolet 3500 Dump Truck

Dell Latitude E5530 laptop (hard drive listed separately)

Service tag# 742NYW1

Compaq Presario CQ60 laptop (hard drive listed separately)

Service tag# 2CE0080LJ3

Dell Latitude E5530 laptop (hard drive listed separately)

Service tag# 73RZ8W1

Dell Latitude E5540 laptop (hard drive listed separately)

Service tag# CJY6K12

Dell Inspiron 3537 laptop (hard drive listed separately)

Service tag# DZ81QZ1

Dell Vostro 3500 laptop (hard drive listed separately)

Service tag# 9TGL7L1

Lenovo ThinkPad T520i laptop (hard drive listed separately)

Service tag# R9-KVPXX

Dell Latitude 3550 laptop (hard drive listed separately)

Service tag# 1DBHZ32

Dell Precision M6700 laptop (hard drive listed separately)

Service tag# JK5K8Z1

Pelco DX4616CD-500 DVR (hard drive listed separately)

Service tag# 901 4704

Dell Optiplex 380 desktop (hard drive listed separately)

Service tag# JPWYHQ1

Dell Optiplex 390 desktop (hard drive listed separately)

Service tag# DWVRHQ1

Dell Optiplex 3010 desktop (hard drive listed separately)

Service tag# 53DWDZ1

ASUS desktop (hard drive listed separately)

Service tag# 052755484

Dell Optiplex 5040 desktop (hard drive listed separately)

Service tag# 92PQJB2

Dell Optiplex 320 desktop (hard drive listed separately)

Service tag# 2PQ1DC1

Dell Optiplex 390 desktop (hard drive listed separately)

Service tag# 42C2LS1

Dell PowerEdge R710 server (hard drive listed separately)

Service tag# CG8KYK1

Dell PowerEdge T620 server (hard drive listed separately)

Service tag# 1WYKV12

Dell Inspiron 660S desktop (hard drive listed separately)

Service tag# J2SV6Z1

Dell Optiplex 3010 desktop (hard drive listed separately)

Service tag# 7ZV9CY1

Dell Optiplex 3010 desktop (hard drive listed separately)

Service tag# 7ZTDCY1

Dell Optiplex 3020 desktop (hard drive listed separately)

Service tag# GPBDN02

Dell Optiplex 9020 desktop (hard drive listed separately)

Service tag# D7ZMK02

Dell Vostro desktop (hard drive listed separately)

Service tag# 4H675V1

Dell Vostro desktop (hard drive listed separately)

Service tag# JH064V1

Dell Vostro desktop (hard drive listed separately)

Service tag# B3XC5V1

Dell Vostro desktop (hard drive listed separately)

Service tag# JGZC4V1

Dell Optiplex 3020 desktop (hard drive listed separately)

Service tag# F9L3N02

Dell Optiplex 3020 desktop (hard drive listed separately)  
Service tag# 7XB2W02

Dell Optiplex 3020 desktop (hard drive listed separately)  
Service tag# 11C2W02

Dell Optiplex 3020 desktop (hard drive listed separately)  
Service tag# 3DPXV02

Dell Optiplex 3010 desktop (hard drive listed separately)  
Service tag# GG2WH02

ASUS desktop (hard drive listed separately)  
Service tag# 052546333

Dell Optiplex 360 desktop (hard drive listed separately)  
Service tag# 640V4J1

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YSZ4

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YTKC

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YW3B

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YVWY

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YSZ9

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YT9H

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YN8G

Dell 3.5" hard drive  
SATA 1 TB 7.2K  
Serial# Z1W1YSGA

Dell 3.5" hard drive  
SAS 300 GB 15K  
Serial# BJ15P9803WT6

Dell 3.5" hard drive  
SAS 300 GB 15K  
Serial# BJ15P9803WPO

Dell 3.5" hard drive  
SAS 300 GB 15K  
Serial# BJ15P9803WRS

Western Digital Blue 2.5" hard drive  
SATA 320 GB 5400 RPM  
Serial# WXX1E13ZPEF7

Toshiba 2.5" hard drive  
SATA 250 GB 7200 RPM  
Serial# 10QCT27PT

Seagate 2.5" hard drive  
SATA 320 GB 5400 RPM  
Serial# W049XG4H

Toshiba 2.5" hard drive  
SATA 500 GB 5400 RPM  
Serial# 84SQTM0T

Seagate 2.5" hard drive  
SATA 500 GB 5400 RPM  
Serial# S3P35NH2

Seagate 2.5" hard drive  
SATA 250 GB 7200 RPM  
Serial# 5VG4HG1B

Western Digital 2.5" hard drive  
SATA 320 GB 5400 RPM  
Serial# WXF1A81S2957

Samsung 2.5" hard drive

SATA 1 TB 5400 RPM  
Serial# S314J90G883044

HGST 2.5" hard drive  
SATA 320 GB 7200 RPM  
Serial# 130810TF645AY1H4UM1L

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# 9QG3WS21

Seagate 3.5" hard drive  
SATA 250 GB 7200 RPM  
Serial# 6VYBCWTG

Western Digital 3.5" hard drive  
SATA 1 TB 7200 RPM  
Serial# WCC6Y3NV01SS

Seagate 3.5" hard drive  
SATA 250 GB 7200 RPM  
Serial# W3T33GMN

Maxtor 3.5" hard drive  
IDE 500 GB 7.2K  
Serial# H80V2AKH

Seagate 3.5" hard drive  
IDE 40 GB 7200 RPM  
Serial# 5JXKSVTA

Western Digital 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# WCC6Z0FFNSUS

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# W2A788MR

Western Digital 3.5" hard drive  
SATA 1 TB 7200 RPM  
Serial# WMC1S6785177

Western Digital 3.5" hard drive  
SATA 250 GB 7200 RPM  
Serial# WCC2H1889919

Western Digital 3.5" hard drive  
SATA 250 GB 7200 RPM  
Serial# WCC2F1907059

Western Digital 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# WCC2EXD91416

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# W3T5Q5F3

Western Digital 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# WMAYUN355869

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# Z2AX3N97

Western Digital 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# WMAYUM590639

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# Z2AX5P91

Seagate 3.5" hard drive  
SAS 160 GB 7200 RPM  
Serial# 5LS8KHD2

Toshiba 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# 14MJ85SKS

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# Z6E2K0GE

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# Z6E2HMKV

Seagate 3.5" hard drive

SATA 500 GB 7200 RPM  
Serial# Z6E2J9W3

Seagate 3.5" hard drive  
SATA 500 GB 7200 RPM  
Serial# Z3TY9TAC

Seagate 3.5" hard drive  
IDE 40 GB 7200 RPM  
Serial# 5JXL1WBX

Seagate 3.5" hard drive  
IDE 160 GB 7200 RPM  
Serial# 4JS1R3DL

Samsung 3.5" hard drive  
SATA 250 GB 7200 RPM  
Serial# S1FYJ1KS405637

**FOUND / UNCLAIMED / ABANDONED PROPERTY**  
**06/03/19**

<b>GPD #</b>	<b>ITEM DESCRIPTION</b>
2012-01514	Green plant material
2012-04613	TN license plate
2012-18430	Green plant material
2012-26206	TN license plate
2012-26913	Clothing, camera, cell phone, watch, loose change, holster, flashlight, eye glasses
2013-01038	GPS, Radar Detector
2013-11035	TN license plate
2013-12212	3 GPS, necklace
2013-15176	Pellet pistol
2013-23284	Hair extensions
2013-23331	Visa Bank card
2013-27971	TN license plate
2013-31105	Green plant material
2013-37482	Prescription medication
2013-37822	BB pistol
2014-03878	Heroin
2014-07793	Cell phone

2014-18184	Food stamp card, TN driver license, SS card
2014-18578	Green plant material
2014-30312	TN driver license
2014-32121	TN Learner Permit DL
2014-41074	Safety goggles
2015-14417	White crystal substance
2015-14435	Crack pipe
2015-20021	Plastic bottle with straw
2015-21209	Methamphetamine
2015-40489	Cell phone
2015-45764	Powder cocaine
2016-07381	Green plant material
2016-11435	Ammunition
2016-40355	Handgun
2017-03456	Handgun, ammo
2017-09542	Pill
2017-11333	Cash money
2017-19859	Handgun, ammo
2017-20112	Ammunition
2017-21037	Computer hard drive
2017-23509	Wallet with contents
2017-24546	Debit card
2017-35950	TN driver license
2017-36140	Credit card
2017-36690	Crack cocaine
2017-39054	Methamphetamine
2017-39156	Digital scale, green plant material
2017-40590	White powder
2017-42392	Handgun
2017-43221	Ammunition
2017-44692	Cash money
2018-06100	Debit card
2018-09767	iTunes cards

2018-14417	Cocaine
2018-18089	Wallet with contents
2018-19066	Handgun, bullet, casing
2018-19559	Keys
2018-21054	Cell phone, TN learner permit DL, TN driver license, debit card, BCBS card
2018-23149	Credit card
2018-23478	Cell phone, radar detector, sunglasses, papers
2018-23694	Keys, wallet with contents
2018-23889	TN driver license
2018-26718	Credit cards, TN driver license, SS card
2018-27828	Glass pipes with Methamphetamine
2018-28769	Checkbook
2018-29077	Heroin
2018-29397	Cell phone
2018-29402	2 Handguns
2018-30209	TN ID Only
2018-30574	Laptop in case, misc paperwork
2018-32282	White crystal substance
2018-32426	IN driver license
2018-33295	2 Wallets with contents
2018-34238	Green duffle bag with contents
2018-34527	Black/white bicycle
2018-34527	Black/white bicycle
2018-34623	Wallet with contents
2018-34670	Black purse with contents
2018-34895	Wallet with contents
2018-37071	Wallet with contents
2018-37154	Wallet with contents
2018-38001	Pink backpack with contents
2018-38384	Black backpack with contents
2018-40308	Misc US Mail, credit card, clothing
2018-40722	Black duffle bag with contents
2018-40824	Credit card

2018-40953	Wallet with contents
2018-41023	Purple suitcase with contents
2018-41060	Clothing, phone charger
2018-41144	Black duffle bag with contents
2018-41453	Brown box, envelopes
2018-43700	Black duffle bag with contents
2018-44340	Black backpack with contents
2018-44524	Phone case, headphones, fitness card
2018-45791	Green plant material
2019-00410	Shotgun, ammunition
2019-01012	Service Dog ID card, SS benefits card, debit card, Insurance card
2019-01018	TN license plate
2019-01090	Black case with keys
2019-01180	Handgun
2019-01227	Credit card
2019-01786	Sleep machine, tan purse with contents, black bag with contents, black backpack with contents, 2 wallets with contents, brown paper bag with contents
2019-01872	TN driver license
2019-01970	BB pistol
2019-02041	Red trailer
2019-02255	TN license plate
2019-03209	Credit card
2019-04367	Purple backpack with contents, shotgun shells
2019-04371	BB gun
2019-04492	Purple/brown backpack with contents
2019-05415	Rifle
2019-05596	Jewelry
2019-07186	Camo backpack with contents
2019-07649	Toy pistol
2019-07668	Wallet with contents
2019-07773	Handgun
2019-09628	2 Airsoft pistols
2019-09766	Black/white suitcase with contents

2019-09783	TN license plate
2019-09919	Cell phone
2019-10057	Blue/black backpack with contents
2019-10853	Pandora bracelet
Admin	Cellphone