GOODLETTSVILLE
TENNESSEE

Board of Commissioners

August 22, 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 August 8, 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 19-945, an ordinance to amend the City of Goodlettsville Municipal Code Title 15, by creating a new Chapter 9, as it relates to shareable dockless mobility devices. **SECOND READING / PUBLIC HEARING.**

   b. Consider Ordinance 19-948, an ordinance to amend the City of Goodlettsville Municipal Code Title 11, Chapter 1, Section 501 Sub-section 1 by deleting Sub-section 1 in its entirety and replacing it with a new Sub-section 1 as it applies to weapons within the City of Goodlettsville. **SECOND READING**

   c. Consider Ordinance 19-949, an ordinance to amend the City of Goodlettsville Municipal Code Title 2, Chapter 5, Section 104 Sub-section 4(a)(i) by deleting Sub-section 4(a)(i) in its entirety and replacing it with a new Sub-section 4(a)(i), as it relates to alcohol on city property. **SECOND READING**

8. New Business.

   a. Consider Ordinance 19-950, an ordinance to amend the City of Goodlettsville Municipal Code Title 2, Chapter 3, by deleting Chapter 3 in its entirety as it relates to the Visitors and Tourism Board. **FIRST READING**

b. Consider Resolution 19-861, a resolution amending a contract between the City of Goodlettsville and the State of Tennessee Department of Transportation as it relates to project number 120327.00 – Conference Drive Enhancements.

c. Consider Resolution 19-862, a resolution to consider and possibly approve the placement of a sign within City of Goodlettsville right-of-way and to establish requirements pertinent to said approval.

d. Consider Resolution 19-863, a resolution appointing the Director of Planning and Community Development for the City of Goodlettsville, Tennessee as the city representative on the Sumner County Urban Growth Boundary Coordinating Committee in accordance to TCA § 6-58-104.

e. Consider Resolution 19-864, a resolution authorizing the City Manager to execute a License Agreement with the State of Tennessee Department of Transportation for the public use of 23.303 acres of land located within Davidson County.

f. Consider Resolution 19-865, a resolution of acceptance of public improvements known as Copper Creek, Section Two (2), Phases Two (2) and Three (3) within the City of Goodlettsville.

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

ORDINANCE NO. 19-945

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 15, BY CREATING A NEW CHAPTER 9, AS IT RELATES TO SHAREABLE DOCKLESS MOBILITY DEVICES.

WHEREAS, it has been determined that certain changes the City of Goodlettsville Municipal Code as it relates to sharable dockless mobility devices (scooters) currently exist; and

WHEREAS, such changes would preserve the public peace, health, and safety of the residents of the City of Goodlettsville, Tennessee.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 15 IS AMENDED AS FOLLOWS:

Section 1. Title 15 – Motor Vehicles, Traffic and Parking of the Code of the City of Goodlettsville, Tennessee is hereby amended by inserting a new Chapter 9 entitled "Shareable Dockless Mobility Devices", as follows:

(a) Purpose. The purpose of this Ordinance is to prohibit Shareable Dockless Mobility Devices from being placed in the public right-of-way or on public property, operated in the public right-of-way or on public property, or offered for use anywhere in The City of Goodlettsville. This will allow for safe pedestrian traffic flow and will protect the traveling public.

(b) Definitions. For purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section.

(1) "Shareable Dockless Mobility Device" means any dockless wheeled device, whether it be human powered, electric, or otherwise motorized, that permits an individual to move or be moved freely, including but not limited to a bicycle, scooter, or skateboard; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations.

(2) "Dockless" means that the device does not require the individual user to return and lock the device to an authorized fixed station once the user has completed their use of the device.

(c) General Requirements. It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shareable dockless mobility device in a public right-of-way or on public property anywhere within the City of Goodlettsville. It is unlawful to operate a shareable dockless mobility device in a public right-of-way or on public property anywhere within The City of Goodlettsville. It is unlawful to provide or offer for use a shareable dockless mobility device anywhere within the City of Goodlettsville.

(d) Notice. Notice shall be mailed by certified mail to the registered agents of any and all companies currently operating shareable dockless mobility devices within The City of Goodlettsville upon the adoption of this Ordinance. Said companies shall be given ten (10) days to remove all shareable dockless mobility devices, after which, any such devices found in the public right-of-way or on public property shall be in violation of this Ordinance.

(e) Violations; Impoundment. Violations of this Ordinance shall be punishable by a fine of $50.00 per day of the offense. Police officers, parking enforcement officers, code enforcement officers, and any party contracted by the City of Goodlettsville to specifically impound shareable dockless mobility devices are

authorized to impound any shareable dockless mobility device that has been offered for use, placed in a public right-of-way or on public property, or operated in a public right-of-way or on public property in violation of this Ordinance. The impoundment shall be subject to an initial impound fee of $40.00 and a daily storage and administration fee, as applicable, of $5.00

(1) Once a shareable dockless mobility device has been impounded as provided for in subsection (e), The City of Goodlettsville or a designated officer shall make a good-faith attempt to determine the name and address of the owner of such device by serial number, vehicle identification number (VIN), or such other means as are reasonably ascertainable through inspection of the exterior of such device. In those cases where the name and address of the owner of the subject vehicle are determined, written notice shall be sent to said owner by certified mail, return receipt requested, or by personal service acknowledged by signature of the registered owner or other responsible party. Notice by certified mail as described herein shall be deemed given as of the postmark date. The written notice required by this section shall contain the following:

(a) A description of the subject vehicle, including serial numbers, vehicle identification number, or other identifying information;

(b) The name and address of the owner of such vehicle;

(c) The dates and descriptions of the parking violations that establish the grounds for impoundment, the unpaid amounts of the civil penalties for each violation, and the process by which the device(s) may be reclaimed. A copy of each parking ticket or other document providing the required information attached to the notice shall be sufficient to satisfy this requirement.

Where multiple devices owned by the same company are impounded on a single day, a single notice listing all impounded devices is sufficient;

(2) A shareable dockless mobility device towed and impounded under sub-section (e) may be released from such impoundment only upon payment in full of all impound and storage fees accrued. After paying such fees, a registered owner or other responsible person may contest the validity of the towing and impoundment of his or her vehicle by submitting in writing a Request for Reimbursement of Towing and Impoundment Fees to the City of Goodlettsville Municipal Court on a form available from the Clerk of the City of Goodlettsville Municipal Court. Such notice shall either be filed in person at the office of the Clerk of the City of Goodlettsville Municipal Court, or sent by certified mail, return receipt requested, in either case no later than thirty (30) days following the release from impoundment of his or her vehicle. Only requests for reimbursement of impoundment fees meeting the requirements of this section shall be adjudicated by the Goodlettsville Municipal Court. If the Municipal Court finds that the towing and impoundment was not authorized or that the provisions of this Code were not followed, he or she shall issue an order for reimbursement. Such reimbursement shall be limited to the fees actually paid for release of the subject vehicle from impoundment, plus certified mailing fees, if any.

(3) Shareable dockless mobility devices that are not reclaimed within one hundred twenty (120) days of impound pursuant to the procedures outlined in sub-paragraph (2) shall be deemed at that time to be abandoned and discarded by the owner thereof and shall thereafter be disposed of pursuant to written policies established by the City Manager or their designee.

Section 2. It is the intention of the Board of Commissioners and it is hereby ordained by the authority of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of the City

of Goodlettsville, Tennessee and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 3. If any section, subsection, provision, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Commission that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 CLERK

APPROVED AS TO LEGALITY AND FORM:

_____

CITY ATTORNEY

ORDINANCE 19-948

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 11, CHAPTER 1, SECTION 501, SUB-SECTION 1 BY DELETING SUB-SECTION 1 IN ITS ENTIRETY AND REPLACING IT WITH A NEW SUB-SECTION 1 AS IT RELATES TO WEAPONS WITHIN THE CITY OF GOODLETTSVILLE.

WHEREAS, the City of Goodlettsville Board of Commissioners determined certain changes to the City of Goodlettsville Municipal Code as it relates to weapons within the city are needed, and

WHEREAS, currently the City of Goodlettsville Municipal conflicts with state law.

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

SECTION 1. Title 11, Chapter 1, Section 501, Subsection 1 is hereby deleted in its entirety.

SECTION 2. That a new Title 11, Chapter 1, Section 501, Subsection 1 is hereby created as follows:
(1) It shall be unlawful for any person to carry in any manner whatever, with the intent to go armed, any razor, dirk, knife, blackjack, brass knuckles, pistol, revolver, or any other dangerous weapon or instrument unless duly licensed to do so in accordance to the Tennessee Code Annotated 39-17-1351.

SECTION 3. This ordinance shall take effect fifteen (15) days from and after its final passage, the public welfare requiring it.

_____
MAYOR JEFF G. DUNCAN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

Passed First Reading:_____

Passed Second Reading:_____

_____
City Attorney

ORDINANCE 19-949

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 2, CHAPTER 1, SECTION 104, SUB-SECTION 4(a)(i) BY DELETING SUB-SECTION 4(a)(i) IN ITS ENTIRETY AND REPLACING IT WITH A NEW SUB-SECTION 4(a)(i), AS IT RELATES TO ALCOHOL ON CITY PROPERTY.

WHEREAS, the City of Goodlettsville Board of Commissioners has determined certain amendments to the City of Goodlettsville Municipal Code are needed as it relates to alcohol on city property, and

WHEREAS, currently the City of Goodlettsville Municipal Code permits alcohol to be served at the Goodlettsville Event Center as a part of special events of a facility renter: and

WHEREAS, the Goodlettsville Event Center will soon cease to be available to the public for special events, therefore eliminating the need for the serving of alcohol by renters.

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

SECTION 1. Title 2, Chapter 1, Section 105, Subsection 4(a)(i) is hereby deleted in its entirety.

SECTION 2. That a new Title 2, Chapter 1, Section 105, Subsection 4(a)(i) is hereby created as follows:

(1) It shall be prohibited to bring controlled substances and/or alcoholic beverages into any park or to drink any alcoholic beverages at any time in any park with the exception of private permitted special events at the Delmas Long Community Center.

SECTION 3. This ordinance shall take effect on September 1, 2019, the public welfare requiring it.

_____
MAYOR JEFF G. DUNCAN

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

Passed First Reading:_____

Passed Second Reading:_____

_____
CITY ATTORNEY

ORDINANCE NO. 19-950

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 2, CHAPTER 3 BY DELETING CHAPTER 3 IN ITS ENTIRETY AS IT RELATES TO THE VISITORS AND TOURISM BOARD.

WHEREAS, Tourism has become a vital part of the City of Goodlettsville's economy; and

WHEREAS, there currently exists a Tourism Department of the City of Goodlettsville that functions under the direction of the City Manager; and.

WHEREAS, the Visitors and Tourism Board has limited oversight of tourism operations within the City; and

WHEREAS, the City of Goodlettsville Board of Commissioners has deemed it to be in the best interest of the city to eliminate the Visitors and Tourism Board; and

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, THAT THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 2, CHAPTER 3 IS AMENDED AS FOLLOWS:

SECTION I. Chapter 3 is deleted in its entirety.

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. 19-861

A RESOLUTION AMENDING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AS IT RELATES TO PROJECT 120327.00 – CONFERENCE DRIVE ENHANCEMENTS

WHEREAS, there is a need to extend the time period of a contract between the City of Goodlettsville and the State of Tennessee Department of Transportation; and

WHEREAS, the aforementioned contract is for a project referenced as Conference Drive Enhancements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE AN AMENDMENT TO CONTRACT NUMBER 120327.00, A CONTRACT BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF GOODLETTSVILLE, TENNESSEE IS HEREBY APPROVED AND IS ATTACHED HERETO AS EXHIBIT "A".

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

Adopted: August 22, 2019

_____
MAYOR JEFF G. DUNCAN

_____
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY

Amendment Number: 2

Agreement Number: 140053

Project Identification Number: 120327.00

Federal Project Number: STP-M-4451(2)

State Project Number: 19LPLM-F3-114

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF GOODLETTSVILLE (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Conference Drive, From SR-174 (Long Hollow Pike) to SR-6 (Gallatin Pike)"

1. The language of Agreement # **140053** dated **March 22, 2019**, Section B.2 a) Completion Date is amended to change the first sentence of Section B.2 a) from:

   The Agency agrees to complete the herein assigned phases of the Project on or before **January 1, 2020**.

   to

   The Agency agrees to complete the herein assigned phases of the Project on or before **January 1, 2021**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF GOODLETTSVILLE		STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION	
By: _____	_____	By: _____	_____
Jeff Duncan **Mayor**	**Date**	**Clay Bright** **Commissioner**	**Date**

APPROVED AS TO FORM AND LEGALITY		APPROVED AS TO FORM AND LEGALITY	
By: _____	_____	By: _____	_____
Russell Freeman **Attorney**	**Date**	**John Reinbold** **General Counsel**	**Date**

Resolution 19-862

A RESOLUTION TO CONSIDER AND POSSIBLY APPROVE THE PLACEMENT OF A SIGN WITHIN CITY OF GOODLETTSVILLE RIGHT-OF-WAY AND TO ESTABLISH REQUIREMENTS TO SAID APPROVAL

WHEREAS, there has been a request to place a sign on City of Goodlettsville Right-of-Way along Conference Drive; and

WHEREAS, the requesting party is a tenant of Northchase Professional Park Building 1, LLC., a part of the O.I.C. Northchase Professional Park Association; and

WHEREAS, the ownership of the building is not adjacent to the location where the sign would be located; and

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of the City of Goodlettsville, Tennessee hereby authorizes the execution of an agreement to said sign to be located in public Right-of-Way and that following terms are to be met prior to execution of said agreement as referenced as Exhibit I.

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

_____
Mayor Jeff G. Duncan

_____
City Recorder

Approved as to form and legality

_____
City Attorney

Passed: August 22, 2019

EXHIBIT I

REQUIREMENTS FOR SIGNAGE
Located at the intersection of Conference Drive and Professional Park Drive

1. Agreement should be between the City of Goodlettsville "City" and O.I.C. Northchase Professional Park Association "Association".

2. All businesses within the Northchase Professional Park Association shall be permitted to co-locate their business name on said sign.

3. All lettering and font sizes are to be uniform in nature.

4. The sign shall not be more than 26 square feet and no taller than 7 feet from the ground.

5. Association agrees to hold harmless the Government of the City of Goodlettsville, Tennessee, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my / our use, construction and/or maintenance of said sign.

6. Association agrees execute a bond or liability insurance policy in such amount as agreed upon by the City Manager and the City Attorney, and in the form approved by the City Attorney which operates to indemnify and save The Government of the City of Goodlettsville, Tennessee harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of said sign.

7. Failure to maintain bond or liability insurance for the protection of The City of Goodlettsville, Tennessee shall operate to the granting of a lien to The City of Goodlettsville, Tennessee in the amount of the last effective bond/insurance policy.

8. City may revoke by the City of Goodlettsville Board of Commissioners upon recommendation of the City Manager and approval by resolution of the City of Goodlettsville Board of Commissioners if it is determined to be necessary to the public welfare and convenience.

9. In the event the City revokes this any agreement for the placement of said sign as contemplated by this paragraph, Association will not be entitled to any compensation of any kind.

10. Associations failure to complete construction of the sign within 12 months of the date of approval by the City of Goodlettsville Board of Commissioners will cause this license to terminate automatically.

11. If the sign is substantially destroyed, this agreement shall terminate unless fully restored by Association within 6 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

12. In the event the sign impedes on development of any undeveloped tract of property, the agreement shall terminate automatically.

13. The sign is to be located where it has no impact on traffic flow, nor impedes upon site distance requirements in accordance to the City of Goodlettsville standards.

14. The approval for signage has been approved by the Board of Zoning Appeals in reference to location and site distance.

RESOLUTION 19-863

A RESOLUTION APPOINTING THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT FOR THE CITY OF GOODLETTSVILLE, TENNESSEE AS THE CITY REPRESENTATIVE ON THE SUMNER COUNTY URBAN GROWTH BOUNDARY COORDINATING COMMITTEE.

WHEREAS, there are currently efforts underway to update the Sumner County Urban Growth Boundary; and

WHEREAS, in accordance to the Tennessee Code Annotated §6-58-104 each municipality is required to appoint one person to serve as their representative on the Urban Growth Coordinating Committee; and

WHEREAS, Mayor Duncan wishes to appoint Mr. Addam McCormick, Director of Planning and Community Development as the representative for the City of Goodlettsville. Tennessee.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY MANAGER AS THE CITY OF GOODLETTSVILLE REPRESENTATIVE ON THE SUMNER COUNTY URBAN GROWTH BOUNDARY COORDINATING COMMITTEE.

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

_____
Mayor Jeff G. Duncan

_____
City Recorder

Approved as to form and legality

_____
City Attorney

Passed August 22, 2019

RESOLUTION NO. 19-864

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE PUBLIC USE OF 23.303 ACRES OF LAND LOCATED WITHIN DAVIDSON COUNTY.

WHEREAS, The City of Goodlettsville previously leased 23.3 acres from the State of Tennessee and maintained it as open space, and

WHEREAS, the aforementioned lease has expired; and,

WHEREAS, the Board of Commissioners of the City of Goodlettsville desires to enter into a new agreement for use said land.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT THE CITY MANAGER IS AUTHORIZED TO EXECUTE A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION FOR UTILIZATION OF 23.303 ACRES OF LAND AND THE LICENSE AGREEMENT IS INCLUDED HERETO AS EXHIBIT I.

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

Adopted: August 22, 2019

_____
MAYOR JEFF G. DUNCAN

_____
CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION 3 RIGHT OF WAY DIVISION
6601 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4200

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

CERTIFIED MAIL

8-12-2019

City of Goodlettsville
Attn.; Tim Ellis
105 South Main St
Goodlettsville, TN. 37072

Re: License Agreement

Request No. 6691
Inv. No. 9617
Project: 19180-2205-04
County: Davidson
Tract: 44

Tim Ellis;

Enclosed you will find two copies of the License Agreement which has been prepared for the above referenced project. Please obtain the necessary signatures and return both copies to me for signature by the proper appointed authority. Please date your signatures, but leave all other dates in the Agreement blank. One original copy will be retained by our office and the other returned to you for your records, after they are signed by the proper TDOT authority.

Thank you for your time.

Return two (2) Originals

Thank you

Jon "Bird" Armstrong TDOT/Region 3/Excess Land Office
(615) 350-4213
Jon.Armstrong@tn.gov

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 3
6601 Centennial Blvd.
Nashville, TN 37243
(Local government)

Project No. 19180-2205-04
Tract No. 44
Davidson County
Request No. 6691

LEASE OF STATE OWNED PROPERTY

THIS LEASE, is between the State of Tennessee, acting through the **Commissioner of the Department of Transportation**, under the authority of Tennessee Code Annotated §12-2-112(a)(8) (hereinafter the "STATE") and the City of Goodlettsville, Tennessee (hereinafter the "LESSEE").

WITNESSETH:

THE STATE, for and in consideration of the covenants and agreements hereinafter contained and made on the part of the LESSEE, does hereby lease to the LESSEE a certain portion of highway right-of-way located in Davidson County, Tennessee and being more particularly described as follows (hereinafter the "Property"):

> SITUATED, lying and being in Civil District No. 10 of Davidson County, Tennessee, known municipally as 2436 North Gallatin Pike and being more fully described as follows:
>
> BEGINNING at a right-of-way marker in the north margin of SR-386, said point being 135.00 feet left of proposed SR-386 surveyed centerline station 166 + 74.27; thence north 17 degrees 21 minutes 12 seconds west 80 feet more or less; thence north 03 degrees 53 minutes 04 seconds west 133.37 feet; thence north 22 degrees 23 minutes 17 seconds west 274.69 feet, thence north 14 degrees 45 minutes 23 seconds west 104.66 feet; thence north 28 degrees 54 minutes 25 seconds west 317.79 feet; thence north 34 degrees 02 minutes 47 seconds west 134.6 feet; thence north 46 degrees 51 minutes 05 seconds west 226.76 feet; thence north 43 degrees 12 minutes 34 seconds west 213.67 feet; thence south 47 degrees 06 minutes west 37.8 feet; thence north 85 degrees 34 minutes west 72.1 feet; thence south 78 degrees 33 minutes west 604.1 feet; thence north 15 degrees 53 minutes west 68 feet; thence north 85 degrees 4 minutes east 150 feet; thence north 78 degrees 54 minutes east 320 feet; thence north 76 degrees 12 minutes east 215 feet thence south 79 degrees 33 minutes east 180 feet; thence south 63 degrees 17 minutes east 212 feet; thence south 88 degrees 32 minutes east 400 feet; thence north 62 degrees 27 minutes east 182 feet; thence north 85 degrees east 129 feet; thence south 52 degrees 52 minutes east 152 feet; thence south 9 degrees 55 minutes east 149 feet; thence south 11 degrees 57 minutes east 98 feet; thence south 9 degrees 18 minutes east 165.1 feet; thence south 08 degrees west 80 feet to the center of Mansker Creek; thence with the centerline of said creek as follows: south 16 degrees 30 minutes east 120 feet; south 42 degrees east 300 feet south 33 degrees 30 minutes 620 feet more or less to a point in the north margin of SR-386 identified by a right-of-way marker 135 feet north of the SR-386 centerline station 175 + 75; thence north 88 degrees 17 minutes 24 seconds west 900.73 feet to the point of BEGINNING containing 23.303 acres and being part of same property

conveyed to the State of Tennessee by John Hahn, Sr. and wife Martha Hahn; John Hahn Jr.; Glenn L. Lawrence, Trustee for Metropolitan Savings and Loan Association by instrument recorded in Book 7727, Page 64, in the Register's Office for Davidson County, Tennessee.

The above legal description was taken from a prior lease of said property between the parties executed April 13, 1998, for a term that commenced on May 1, 1998 and expired on April 30, 2013.

THE LESSEE for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that:

1. **TERM:** The term of this Lease shall be fifteen (15) commencing _____, 2019, and ending _____, 2034, inclusive unless terminated as hereinafter provided.

2. **RENT:** The LESSEE shall pay rent of $0.00 per year.

3. **PERMISSIBLE USE:** LESSEE may use said Property for public uses and purposes only and for no other purpose. LESSEE shall be responsible for all development and operational aspects of use. LESSEE's use of the Property is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Property.

4. **FIRE HAZARD:** The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal Highway Administration. The operation and maintenance of the Property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LESSEE shall provide access, at all times, for firefighters and accompanying equipment.

5. **ENVIRONMENTAL DISCHARGE:** The LESSEE's occupancy of the Property shall not be such that would permit hazardous or objectionable smoke, fumes, vapors, odors, drippings, droppings or discharges of any kind to affect the highway or its use.

6. **SIGNS AND JUNKYARDS:** No junkyard as defined by 23 U.S.C. 136 or by Tennessee Code Annotated § 54-20-103, shall be established or maintained on the

Property. No signs, billboards, outdoor advertising structures, or advertisements of any kind as described by 23 U. S. C. 131, shall be erected, displayed, placed or maintained on the Property, except that on-premise signs, displays or devices which indicate ownership and type of on-premise activity may be erected subject to regulation by the STATE and the Federal Highway Administration with respect to number, size, location, lighting, and design.

7. **IMPROVEMENTS:** Any improvement(s) made pursuant to this LEASE by LESSEE shall be subject to the prior written approval of the STATE. Any improvement(s) erected upon the Property must be properly maintained in such a manner as to cause no interference with traffic, and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the STATE, such improvement(s) and area shall be brought up to such standards immediately by the LESSEE upon being directed to do so by a representative of the STATE.

8. **RIGHT TO ENTER:** The STATE, it's contractors and agents and, when applicable, authorized representatives of the Federal Highway Administration, shall have the right to enter upon the Property for the purpose of inspection, maintenance, and activities needed for reconstruction of highway facilities at all times.

9. **DAMAGE TO STATE PROPERTY:** LESSEE shall be liable for any damage to state property resulting from LESSEE's (or its contractors' or agents') use of the Property leased hereunder and/or installation and operation of improvement(s), including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

10. **LIABILITY:** LESSEE shall assume all liability for claims arising out of conduct on the part of the LESSEE for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, up to the limits for

which it can be held liable for such conduct under that act, arising from its use of the Leased Premises. In addition, LESSEE shall require that any contractor of LESSEE that performs any work on the leased Property, including any installation, maintenance, or operation of any improvement(s), shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.

11. **INSURANCE:** The LESSEE shall maintain adequate public liability insurance which may include self insurance and will provide satisfactory evidence of such insurance to the State. The liability limits of this insurance shall not be less than the exposure and limits of the State's liability under the Claims Commission Statue, Tennessee Code Annotated § 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statue currently limits liability of the State to $300,000 per claimant, $1,000,000 per occurrence. The insurance policy shall include a provision requiring the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, LESSEE shall require that any contractor of the LESSEE that performs any work on the leased Property, including any installation, maintenance, or operation of any improvement(s), shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than $1 million dollars per occurrence and $300,000 per claimant, naming the State of Tennessee as an additional insured.

12. **TRANSFER:** The Property shall not be subleased, transferred, conveyed or assigned by the LESSEE without prior written approval from the STATE and the Federal Highway Administration (if applicable).

13. **FUTURE NEEDS:** The LESSEE's use of the Property shall in no way interfere with the future needs of the STATE in developing or improving its highway facilities.

14. **SIXTY DAY CANCELLATION:** This LEASE may be canceled by either party upon sixty (60) days written notice to the other party. The annual rent (where applicable) shall be prorated accordingly.

15. **CANCELLATION FOR CAUSE:** The STATE may cancel this Lease without notice and without prorating the rent if the LESSEE abandons the Property, ceases the permissible use of the Property, or violates any of the terms of this Lease.

16. **DISCRIMINATION:** (1) No person on the ground of sex, handicap, race, color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities, constructed on the Property. (2) No person on the ground of sex, handicap, race, color, or national origin shall be denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvement(s) on, over or under the Property and the furnishing of services thereon. (3) The LESSEE shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, Nondiscrimination of Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and 23 U.S.C.324. In the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to immediately terminate this Lease and to reenter and repossess the Property and the improvement(s) thereon.

17. **AMERICANS WITH DISABILITIES ACT ASSURANCES:** The LESSEE for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event improvement(s) are constructed, maintained, or otherwise operated on the Property described in this Lease for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The LESSEE further agrees that if any pedestrian facilities are constructed, maintained, or operated on the Property described in this Lease,

the LESSEE shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

18. **REMOVAL OF IMPROVEMENTS:** If this LEASE is terminated for any reason, and STATE deems it necessary to remove any or all improvement(s) and/or facilities, installed or constructed on the Property, the LESSEE agrees to remove such improvements(s) and/or facilities within sixty (60) days after notice of termination in a manner prescribed by the STATE and to restore the Property to its original condition, all without costs to the STATE. If the LESSEE has not complied with this provision within sixty (60) days after notice of termination of this LEASE, the STATE may remove such improvement(s) and/or facilities and restore the Property to its original condition and LESSEE shall pay all related costs. The LESSEE waives any and all claims against the STATE concerning removal of LESSEE'S improvement(s) and/or facilities.

19. **REVERSION:** In the event that the Property is needed for a transportation project, LESSEE shall remove any and all of its improvements from the Property and surrender all rights and privileges under this Lease within 60 days of receiving written notice from the State. In the event that the Property is needed for a highway maintenance project, the LESSEE'S use of the Property will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain a permitted utility facility, the LESSEE's use of the property may cease or be impaired until the utility maintenance activity is completed.

20. **ADJACENT PROPERTY:** LESSEE states and affirms that any and all improvements constructed and maintained on the Property are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Lease, nor any transportation related activities occurring on the Property (including, but not limited to, maintenance activities, construction activities,

etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify LESSEE's adjacent or nearby property for protection under Section 4(f).

21. **NO PERMANENT OWNERSHIP:** LESSEE does not currently possess, nor through this Lease acquire, permanent ownership or control over the Property.

22. **NO THIRD PARTY BENEFICIARIES:** The parties do not intend this Agreement to apply to third parties and no third parties shall have or possess any rights or claims against LESSEE under this Lease.

23. **NOTICE:** Any notice given by either party to the other regarding this LEASE shall be in writing, by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed to have been given at the time it shall be deposited in the United States Mail in the prescribed manner. Personal service of any written notice is also acceptable. Notice shall be forwarded to the following respective addresses:

State of Tennessee:	**Lessee:**
Department of Transportation Excess Land Coordinator 6601 Centennial Blvd., Bldg. A Nashville, Tennessee 37243	City of Goodlettsville City Manager 105 South Main Street Goodlettsville, TN 37072

IN WITNESS WHEREOF, the parties have executed this Lease as of this _____ day of _____2019.

LESSEE:

CITY OF GOODLETTSVILLE, TN

BY: _____ DATE:_____
Tim Ellis, City Manager

APPROVED AS TO FORM
AND LEGALITY:

_____ DATE:_____
Attorney for LESSEE

Lease Agreement
Request No. 6691

STATE OF TENNESSEE

_____ DATE:_____
Clay Bright, Commissioner
Tennessee Department of Transportation

APPROVED AS TO FORM
AND LEGALITY:

_____ DATE:_____
John Reinbold, General Counsel
Tennessee Department of Transportation

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared TIM ELLIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the City Manager of the City of Goodlettsville, TN, the within named Lessee, and that he as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the City of Goodlettsville, TN by himself as such officer.

WITNESS my hand and seal at office this ____ day of_____, 2019.

_____
NOTARY PUBLIC

My Commission Expires:_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, CLAY BRIGHT, Commissioner of Tennessee Department of Transportation, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Commissioner of Tennessee Department of Transportation and that he as Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

WITNESS my hand and seal at office, this ____ day of _____, 2019.

_____
NOTARY PUBLIC

My Commission Expires:_____

RESOLUTION NO. 19-865

RESOLUTION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS KNOWN AS COPPER CREEK SECTION TWO (2) PHASES TWO (2) AND THREE (3) WITHIN THE CITY OF GOODLETTSVILLE.

WHEREAS, the subdivision final plats of the Copper Creek Section Two (2) Phases Two (2) and (3) were approved by the Goodlettsville Planning Commission and have been recorded, and

WHEREAS, the developer by his/her signature on said plat offered to dedicate streets in Section two (2)- phase two (2) including Cordell Ct, Burgess Drive, and Section of Old Stone Road and in Section two (2)-phase three (3) including Cul-de-sac section of Sydney Drive and Crockett Court, sewers, drainage structures, and other public improvements, as well as rights-of-way and easements to the City of Goodlettsville, and

WHEREAS, The developer has completed such improvements and the same have been inspected by Goodlettsville through the Department of Public Works, the Department of Planning and Codes, and the Sewer Department and found to meet city specifications, and

WHEREAS, The Goodlettsville Planning Commission at the November 5, 2018 meeting approved to release the performance bonds for the project section based on the staff reported completion of the public improvements. The Planning Commission at the August 5, 2019 meeting recommended that such improvements be accepted by the city, and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of the City of Goodlettsville, Tennessee hereby accepts the improvements in said subdivisions for public maintenance with a $ 30,000 maintenance bond for the one-year period between November 2018 and November 2019. Per discussion at the Planning Commission meeting, the one-year maintenance bond period started with the release of the performance bonds since that was the developer's intention was for acceptance.

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

_____
MAYOR

_____
CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

_____
CITY ATTORNEY

PASSED: August 22, 2019