



April 10, 2025 Board of Commissioners City Hall - Massie Chambers
6:30 PM

Agenda:

1. Call to order by the Mayor

Prayer

Pledge of Allegiance
2. Roll call by the Recorder.
3. Approval of minutes.
 - a. Reading of February 13, 2025 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. Consent agenda items.
8. Unfinished Business.
 - a. Consider Ordinance 25-1105, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2024-2025 budget, passed by Ordinance 24-1087. **SECOND READING**
 - b. Consider Ordinance 25-1106, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the

back portion of the property at 528 Moncrief Avenue from R25 Low Density Residential to Agricultural. **SECOND READING & PUBLIC HEARING**

9. New Business.

- a. Consider Ordinance 25-1107, an ordinance to amend Title 7, Chapter 1 & 2 as it relates to Fire Protection. **FIRST READING**
- b. Consider Ordinance 25-1108, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the 2.39 acre property at 0 Hardaway Drive from R25 Low Density Residential to MDRPUD, Medium Density Residential Planned Unit Development and preliminary master plan approval for six (6) residential dwelling units. **FIRST READING**
- c. Consider Ordinance 25-1109, an ordinance to amend the Zoning Ordinance to provide restrictions for hobby chickens/domestic hens in defined residential zoning districts. **FIRST READING**
- d. Consider Ordinance 25-1110, an ordinance of the City of Goodlettsville Board of Commissioners amending the Goodlettsville Municipal Code Title 17, Section 109 by deleting one portion of said section. **FIRST READING**
- e. Consider Ordinance 25-1111, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway from CSL, Commercial Services Limited to RC1, Regional Center Planned Unit Development zoning district and preliminary master plan approval. **FIRST READING**
- f. Consider Resolution 25-1259, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee authorizing a stormwater utility rate study.
- g. Consider Resolution 25-1260, a resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee, authorizing the execution of a services agreement with Fire Recovery USA, LLC, and establishing associated fees.
- h. Consider Resolution 25-1261, a resolution approving a contract between the City of Goodlettsville and Rogers Group, Incorporated for the paving, striping and other incidental services of city streets.
- i. Consider Resolution 25-1262, a resolution proclaiming April 25, 2025 as Arbor Day in the City of Goodlettsville.

10. 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



February 13, 2025 Board of Commissioners 6:30 PM City Hall - Massie Chambers

Minutes:

Present: Jimmy D. Anderson, Jennifer Duncan, Cisco Gilmore, Rusty Tinnin, and Jesse Walker.

Absent: None.

Also Present: Tim Ellis, Allison Baker, Sarah Jennings, Addam McCormick, Gary Goodwin, Kimberly Lynn, Julie High, Mary Laine Hucks, Ken Reeves, and Russell Freeman

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

City Recorder Allison Baker called the roll: Mayor Tinnin present, Vice Mayor Duncan present, Commissioner Anderson present, Commissioner Gilmore present, Commissioner Walker present.

Consider the minutes of the January 9, 2025 regular meeting of the Board of Commissioners for approval or correction. Vote was then taken which resulted in a 5-0 vote to approve the minutes as written.

Comments from citizens.

Comments of the City Manager and staff.

City Manager Tim Ellis announced the launch of the My Goodlettsville mobile app. He congratulated Allison Baker and Fire Chief Ken Reeves for the completion of the Certified Public Manager program.

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

Vice Mayor Jennifer Duncan acknowledged members of the Goodlettsville family that were nominated for the annual Chamber gala awards. Assistant City Manager Julie High and Commander Audra Cherry-Crawford were nominated for the Mayor John Coombs Civic Service Award. City Recorder Allison Baker and Commissioner Jesse Walker were nominated for the Young Professional Award.

Commissioner Jesse Walker also noted that City Attorney Russell Freeman was nominated for

the David Wilson Leadership Award.

Commissioner Walker wanted to bring back up the topic of chickens in the next couple of months now that there are new board members.

Commissioner Gilmore recognized the Parks Department for the Volunteer Awards program that was held the week before. He said they should be honored to have all of those volunteers and Parks staff to ensure everything works great.

Vice Mayor Duncan also stated the Visitors Department was highlighted as well.

Commissioner Jimmy D. Anderson wished his son, Kory, a happy birthday!

Consider Consent agenda items.

Vice Mayor Duncan made a motion to consider the consent agenda. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve the consent agenda

Approved Resolution 25-1251, 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.

Approved Resolution 25-1252, a resolution of the City of Goodlettsville Board of Commission adopting the City of Goodlettsville Cyber Security Policy.

Approved Resolution 25-1253, a resolution approving an application for a Project Diabetes Grant from the State of Tennessee Department of Health for certain physical fitness improvements within the City of Goodlettsville Parks system.

Consider Unfinished Business.

Consider Ordinance 25-1104, an ordinance of the Board of Commissioners of the City of Goodlettsville, Tennessee amending fees associated with the reconnection of water due to failure to pay wastewater consumer charges, second reading and public hearing.

Commissioner Anderson made a motion to consider Ordinance 25-1104. Vice Mayor Duncan seconded the motion. The public hearing was opened. With no one speaking in favor or against the proposed amendment, the public hearing was closed. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1104.

Consider New Business.

Consider Ordinance 25-1105, an ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2024-2025 budget, passed by Ordinance 24-1087, first reading. Commissioner Gilmore made a motion to approve Ordinance 25-1105. Commissioner Walker seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1105.

Consider Ordinance 25-1106, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the back portion of the property at 528 Moncrief Avenue from R25 Low Density Residential to Agricultural, first reading.

Commissioner Gilmore made a motion to consider Ordinance 25-1106. Commissioner

Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Ordinance 25-1106.

With the Board's consent, City Manager Ellis moved Resolution 25-1255 before 25-1254 because the grant application with 1254 will be better presented after the master plan.

Consider Resolution 25-1255, a resolution accepting the City of Goodlettsville Parks and Recreation Master Plan of 2025. Commissioner Anderson made a motion to consider Resolution 25-1255. Vice Mayor Duncan seconded the motion. Parks Director Sarah Jennings addressed the board and introduced Ashley Akers with Kimley Horn. Ashley Akers then presented the Parks and Recreation Master Plan update to the Board of Commissioners. There was additional discussion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1255.

Consider Resolution 25-1254, a resolution authorizing the application for a Local Parks and Recreation Fund Grant and further authorizing the city manager to procure professional assistance for preparing the grant application and for project administration if awarded, as it relates to traffic flow and pedestrian improvements at Moss-Wright Park. Vice Mayor Duncan made a motion to consider Resolution 25-1254. Commissioner Anderson seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1254.

Consider Resolution 25-1256, a resolution to ratify and approve the issuance of an emergency purchase order for the replacement of the boiler system at Goodlettsville City Hall. Commissioner Walker made a motion to consider Resolution 25-1256. Commissioner Gilmore seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1256.

Consider Resolution 25-1257, a resolution approving a contract with Coca Cola, Bottling for drink supply services at all City of Goodlettsville facilities. Commissioner Anderson made a motion to consider Resolution 25-1257. Commissioner Gilmore seconded the motion. Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1257.

Consider Resolution 25-1258, a resolution recognizing the valiant actions of Jackson Andrews. City Manager Ellis read the Resolution aloud:

A RESOLUTION RECOGNIZING THE VALIANT ACTIONS OF JACKSON ANDREWS

WHEREAS, on December 30, 2024, the City of Goodlettsville Fire Department received an emergency call related to a house fire at 916 East Cynthia Trail; and,

WHEREAS, the house fire was quickly extinguished thanks to the quick notice from a neighbor and the response time of the Fire Department; and,

WHEREAS, the quick response was the result of Jackson Andrews spotting the fire while playing outside; and

WHEREAS, knowing the actions that needed to be taken, he immediately made his family aware of seeing the fire coming from his Grandfather's home across the street; and

WHEREAS, with the assistance of his parents, the fire was reported very quickly to the Goodlettsville Fire Department; and

WHEREAS, thanks to his quick actions the fire was extinguished quickly and in doing so limited the amount of damage to the home.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT MR. JACKSON ANDREWS IS OFFICIALLY RECOGNIZED FOR HIS VALIANT EFFORTS IN PROVIDING NOTIFICATION OF A HOUSE FIRE.

Vice Mayor Duncan made a motion to consider Resolution 25-1258. Commissioner Walker seconded the motion. Commissioner Walker thanked Mr. Andrews and told him to keep up the great work! Vote was then taken which resulted in a 5-0 vote to approve Resolution 25-1258.

With no further business, Commissioner Anderson made a motion to adjourn. Vice Mayor Duncan seconded the motion. The meeting adjourned at approximately 7:09pm with a 5-0 vote.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 25-1105 An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2024-2025 budget, passed by Ordinance 24-1087. SECOND READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 25-1105 Dept. of Origin: Administration For Agenda of: April 10, 2025 Originator: Julie High Cost of Item: Outlined in Ordinance
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1105

AMENDED Ordinance 25-1105 to include Tourism Grants and Fire Hall floor

SUMMARY STATEMENT:

An ordinance of the City of Goodlettsville, Tennessee amending the fiscal year 2024-2024 budget, passed by Ordinance 24-1087.

FINANCIAL SUMMARY:

Proposed budget amendment outlined in Ordinance below.

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 25-1105.

ORDINANCE NO. 25-1105

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2024-2025 BUDGET, PASSED BY ORDINANCE #24-1087

WHEREAS, the City of Goodlettsville adopted the fiscal year 2024-2025 budget by passage of Ordinance #24-1087 on June 6, 2024; and

WHEREAS, the Board of Commissioners approved Resolution 24-1243 authorizing a 2% cost of living adjustment (\$248,000) for all full time and part-time employees effective January 1, 2025 that was not included in the FY 2025 Budget; and

WHEREAS, the City of Goodlettsville was awarded a grant from the Tennessee Highway Safety Officers for DUI enforcement; and

WHEREAS, the City will incur certain payroll and supply expenses (\$36,000) related to the award of the THSO grant; and

WHEREAS, the City has determined a need to update its comprehensive plan; and

WHEREAS, there will be certain expenditures (\$30,000) related to the update that were not included in the FY2025 budget document; and

WHEREAS, the City of Goodlettsville was awarded a Tourism marketing Grant (\$30,000) from the State of Tennessee Department of Tourism; 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.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

General Fund-Admin Salaries & Benefits(Increase)	\$ 29,700	
Police Salaries & Benefits	\$ 97,500	
Fire Salaries & Benefits	\$ 51,000	
Public Works Sal & Benefits	\$ 9,600	
Parks and Rec Sal & Benefits	\$ 21,950	
General Fund-Unassigned Fund Balance (Decrease)		(\$209,750)
Sanitation Fund Salaries & Benefits (Increase)	\$5,900	
Sanitation Fund Balance (Decrease)		(\$ 5,900)
Tourism Fund Salaries &Benefits (Increase)	\$12,000	
Tourism Fund Balance (Decrease)		(\$ 12,000)
Sewer Fund Salaries & Benefits (Increase)	\$13,100	
Sewer Fund Balance (Decrease)		(\$ 13,100)

Stormwater Fund Salaries & Benefits (Increase)	\$7,250	
Stormwater Fund Balance (Decrease)		(\$ 7,250)

Police Payroll expenditures(Increase)	\$26,000	
Police Supplies (Increase)	10,000	
General Fund Grant Revenue (Increase)		(\$36,000)

Planning and Codes Payroll expenditures (Increase)	\$30,000	
General Fund Unrestricted Fund Balance (Decrease)		(\$30,000)

Tourism Marketing Expenditures (Increase)	\$30,000	
Tourism Grant Revenue (Increase)		(\$30,000)

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

Mayor Rusty Tinnin

Passed first reading:_____

City Recorder
Approved as to form and legality.

Passed second reading:_____

City Attorney

AMENDED

ORDINANCE NO. 25-1105

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE, TENNESSEE AMENDING THE FISCAL YEAR 2024-2025 BUDGET, PASSED BY ORDINANCE #24-1087

WHEREAS, the City of Goodlettsville adopted the fiscal year 2024-2025 budget by passage of Ordinance #24-1087 on June 6, 2024; and

WHEREAS, the Board of Commissioners approved Resolution 24-1243 authorizing a 2% cost of living adjustment (\$248,000) for all full time and part-time employees effective January 1, 2025 that was not included in the FY 2025 Budget; and

WHEREAS, the City of Goodlettsville was awarded a grant from the Tennessee Highway Safety Officers for DUI enforcement; and

WHEREAS, the City will incur certain payroll and supply expenses (\$36,000) related to the award of the THSO grant; and

WHEREAS, the City has determined a need to update its comprehensive plan; and

WHEREAS, there will be certain expenditures (\$30,000) related to the update that were not included in the FY2025 budget document; and

WHEREAS, the City of Goodlettsville was awarded a Tourism marketing Grant (\$30,000) from the State of Tennessee Department of Tourism; and

WHEREAS, the City of Goodlettsville was awarded the remainder of the Tourism marketing ARPA Grant (\$189,000); and

WHEREAS, there is a need to repair the concrete floor in the Fire Hall bay due to a crack that has developed (\$28,000); 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.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2024-2025 BUDGET AS FOLLOWS:

General Fund-Admin Salaries & Benefits(Increase)	\$ 29,700	
Police Salaries & Benefits	\$ 97,500	
Fire Salaries & Benefits	\$ 51,000	
Public Works Sal & Benefits	\$ 9,600	
Parks and Rec Sal & Benefits	\$ 21,950	
General Fund-Unassigned Fund Balance (Decrease)		(\$209,750)
Sanitation Fund Salaries & Benefits (Increase)	\$5,900	
Sanitation Fund Balance (Decrease)		(\$ 5,900)

Tourism Fund Salaries & Benefits (Increase)	\$12,000	
Tourism Fund Balance (Decrease)		(\$ 12,000)
Sewer Fund Salaries & Benefits (Increase)	\$13,100	
Sewer Fund Balance (Decrease)		(\$ 13,100)
Stormwater Fund Salaries & Benefits (Increase)	\$7,250	
Stormwater Fund Balance (Decrease)		(\$ 7,250)
Police Payroll expenditures (Increase)	\$26,000	
Police Supplies (Increase)	10,000	
General Fund Grant Revenue (Increase)		(\$36,000)
Planning and Codes Payroll expenditures (Increase)	\$30,000	
General Fund Unrestricted Fund Balance (Decrease)		(\$30,000)
Tourism Marketing Expenditures (Increase)	\$30,000	
Tourism Grant Revenue (Increase)		(\$30,000)
Tourism Marketing Expenditures (Increase)	\$189,000	
Tourism Grant Revenue (Increase)		(\$189,000)
Fire Maintenance expenditures (Increase)	\$28,000	
General Fund-Unassigned Fund Balance (Decrease)		(\$28,000)

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

Mayor Rusty Tinnin

Passed first reading: _____

City Recorder
Approved as to form and legality.

Passed second reading: _____

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 25-1106 An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the back portion of the property at 528 Moncrief Avenue from R25 Low Density Residential to Agricultural. SECOND READING & PUBLIC HEARING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: ORDINANCE 25-1106 Dept. of Origin: Planning For Agenda of: April 10, 2025 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1106

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on the back portion of the property at 528 Moncrief Avenue from R25 Low Density Residential to Agricultural

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and Staff recommend approval of Ordinance 25-1106.

ORDINANCE NO. 25-1106

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING ON THE BACK PORTION OF THE PROPERTY AT 528 MONCRIEF AVENUE FROM R25 LOW DENSITY RESIDENTIAL TO AGRICULTURAL

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

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to promoting the most desirable use of land and direction of building development in accordance with a well considered general plan to promote stability of residential development, to protect the character of the district and its peculiar suitability for particular uses; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on February 3, 2025 to recommend its passage to the Board of Commissioners based on the adjacent Agricultural zoning designation,

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

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

By changing the back 3.00-acre portion of the property classification to Agricultural for the referenced property attached as "EXHIBIT A" and described as follows:

THE BACK 3.00 ACRE PORTION OF PROPERTY AT 528 MONCRIEF AVENUE AS MAP 18 15 PARCEL 06.00 SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

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

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

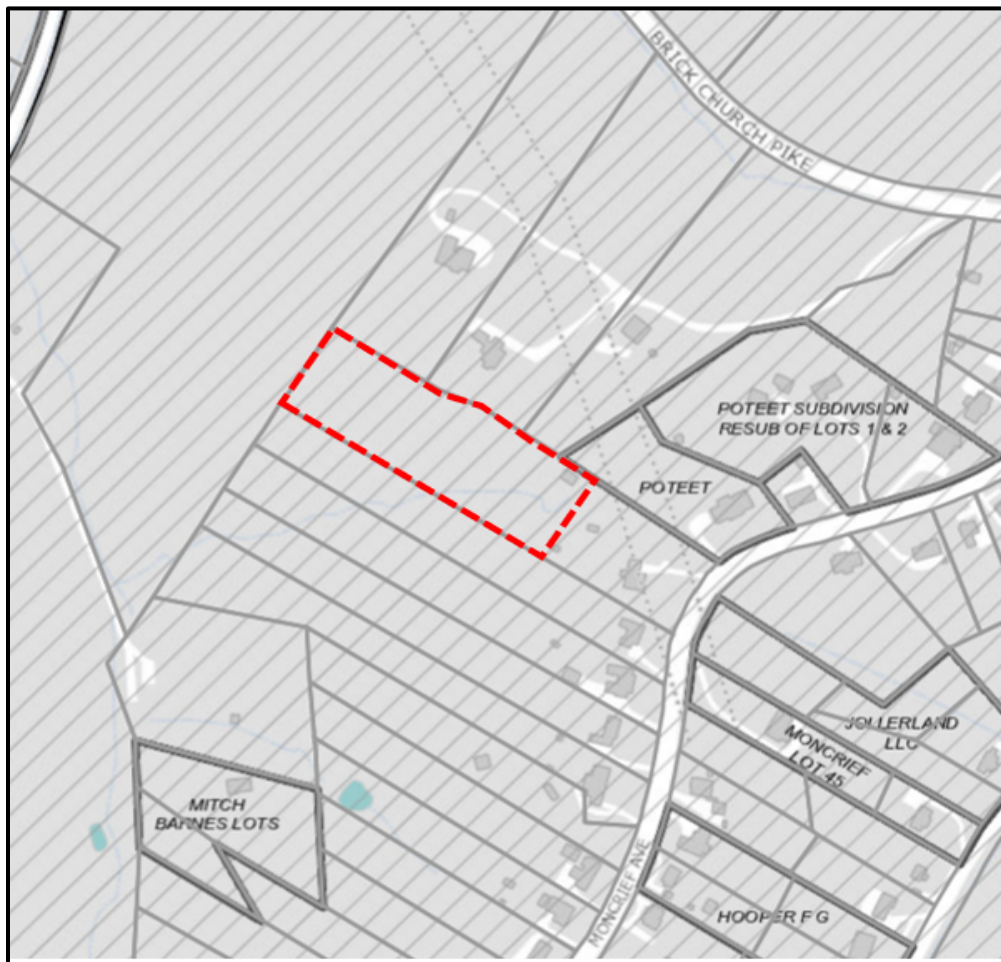
Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 25-1106

“EXHIBIT A”

SUBJECT PROPERTY
528 MONCRIEF AVENUE





AGENDA SUMMARY SHEET

Board of Commissioners City of Goodlettsville

<u>SUBJECT TITLE:</u> Ordinance 25-1107 An ordinance to amend Title 7, Chapter 1 & 2 of the City of Goodlettsville Municipal Code as it relates to Fire Protection. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Ordinance 25-1107 Dept. of Origin: Fire / Community Development For Agenda of: April 10, 2025 Originator: Mike Bauer Cost of Item: NONE
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1107

SUMMARY STATEMENT:

This ordinance updates the Goodlettsville Municipal Code, to include the following Appendix from the 2018 International Fire Code. Appendix D – Fire Apparatus Access Roads. Request is to reduce the required width of Aerial Apparatus access roads from 26 feet to 24 feet, to align our fire department roadway design standards with that of the Metro Nashville Fire Department requirements.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 25-1107.

ORDINANCE N0. 25-1107

AN ORDINANCE TO AMEND THE CITY OF GOODLETTSVILLE MUNICIPAL CODE TITLE 7, CHAPTER 1 & 2 AS IT RELATES TO FIRE PROTECTION.

WHEREAS, certain amendments to the Goodlettsville Municipal Code have been deemed in the best interest of the City; and

WHEREAS, the aforementioned amendments are in regards to fire protection.

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

SECTION 1. That Title 7, Chapter 2 Section 201 of the Goodlettsville Municipal Code be amended to include:

International Fire Code 2018 Edition.

- Appendix D – Fire Apparatus Access Roads
 - a. Section D105.2. Change the required width of Aerial Apparatus access roads adjacent to buildings greater than 30 feet tall from 26 feet to 24 feet.

SECTION 2. This ordinance shall take effect fifteen days after its final adoption, the welfare of the City of Goodlettsville requiring it.

Passed First Reading: _____

Passed Second Reading: _____

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: ORDINANCE 25-1108</u> An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on 2.39 acre property at 0 Hardaway Drive from R25 Low Density Residential to MDRPUD, Medium Density Residential Planned Unit Development and preliminary master plan approval for six (6) residential dwelling units. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Planning	Agenda Item: Ordinance 25-1108 Dept. of Origin: Planning For Agenda of: April 10, 2025 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1108

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning on 2.39 acre property at 0 Hardaway Drive from R25 Low Density Residential to MDRPUD, Medium Density Residential Planned Unit Development and preliminary master plan approval for six (6) residential dwelling units.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and Staff recommend approval of Ordinance 25-1108.

ORDINANCE NO. 25-1108

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING ON THE 2.39 ACRE PROPERTY AT 0 HARDAWAY DRIVE FROM R25 LOW DENSITY RESIDENTIAL TO MDRPUD, MEDIUM DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT AND PRELIMINARY MASTER PLAN APPROVAL FOR SIX (6) RESIDENTIAL DWELLING UNITS

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

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to promoting the most desirable use of land and direction of building development in accordance with a well considered general plan to promote stability of residential development, to protect the character of the district and its peculiar suitability for particular uses; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on December 2, 2024 to recommend its passage to the Board of Commissioners based on the adjacent Agricultural zoning designation,

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

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

By changing the 2.39-acre property classification to MDRPUD, Medium Density Residential Planned Unit Development and preliminary master plan approval for the referenced property attached as "EXHIBIT A" and described as follows:

THE 2.39 ACRE PROPERTY AT 0 HARDAWAY DRIVE MAP 34 01 PARCEL 04.00 SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

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

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding

shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

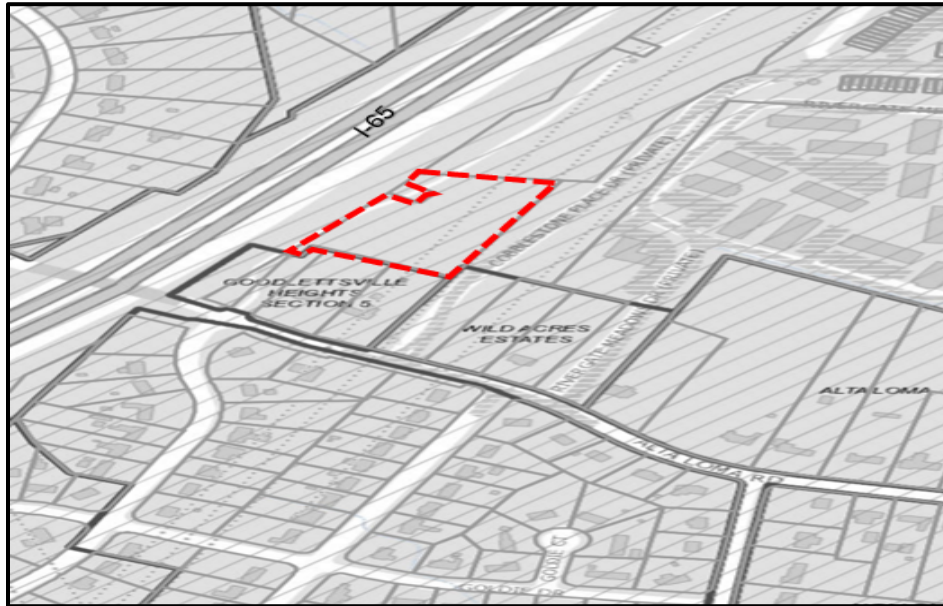
Passed First Reading: _____
Passed Second Reading: _____

ORDINANCE 25-1108

“EXHIBIT A”

SUBJECT PROPERTY

0 Hardaway AVENUE





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 25-1109 An ordinance to amend the zoning ordinance to provide restrictions for hobby chickens/domestic hens in defined residential zoning districts. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	Agenda Item: ORDINANCE 25-1109 Dept. of Origin: Planning For Agenda of: April 10, 2025 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1109

SUMMARY STATEMENT:

An ordinance to amend the zoning ordinance to provide restrictions for hobby chickens/domestic hens in defined residential zoning districts.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and staff recommend approval of Ordinance 25-1109.

ORDINANCE 25-1109

AN ORDINANCE TO AMEND THE ZONING ORDINANCE TO PROVIDE RESTRICTIONS FOR HOBBY CHICKENS/DOMESTIC HENS IN DEFINED RESIDENTIAL ZONING DISTRICTS

WHEREAS, the City's Zoning Ordinance intent and purpose includes to promote and protect the public health, safety, and general welfare of the people; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes to divide the city into zones and districts restricting and regulating therein the use of buildings and land for residences; and,

WHEREAS, the City of Goodlettsville amended the Zoning Ordinance in 2010 to permit chickens in Agricultural and R40 Low Density Residential Zoning Districts with the requirement for a minimum five (5) acres in the R40 zoning district; and,

WHEREAS, the City of Goodlettsville Planning Commission received a citizen's request during the public forum section of the February 2024 meeting for a Zoning Ordinance amendment to include provisions for limited hobby chickens; and,

WHEREAS, the Goodlettsville Planning Commission at the April 1, 2024 meeting voted to recommend the amendment passage to the Board of Commissioners and,

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

SECTION 1. That Ordinance No. O6-674 adopted on second and final reading on June 22, 2006, being the municipal zoning ordinance of Goodlettsville, Tennessee, be and the same is hereby amended including additions to section 14-205 (3)(ii)(E) to provide regulations for hobby chickens/domestic hens minimum shown in "EXHIBIT A"

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

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE 25-1109

“EXHIBIT A”

AMENDMENT

Zoning Ordinance Section 14-205 (3)(ii)(E):

(3) Use and Structure Provisions

(ii) Permitted Accessory Uses.

(E) Within the A districts, private barns, stables, sheds, and other farm buildings.

Within the A and R-40 districts, chicken coops provided, however, that no commercial chicken coops shall be allowed. Chicken coops shall be located at least 100 feet from any neighboring dwelling and shall be no more than 100 square feet in size.

In the R15, Medium Density, R-25, Low Density, and R-40 Low Density residential zoning districts including only properties that contain a minimum 15,000 sq. ft. of area hobby chickens/ domesticated hens are permitted but shall not exceed three (3) hobby chickens/domesticated hens per property. The hobby chickens/ domesticated hens are for personal use only. The breeding or slaughtering of hobby chickens/domesticated hens or sale of eggs, manure, or chickens/domestic hens are not permitted. No hobby chickens / domesticated hens may be trained for the purpose of fighting for amusement, sport, or financial gain

All hobby chickens/domesticated hens are to be kept in a predator-proof enclosure, a portion of which must be a covered chicken/domesticated hen house/coop and a portion of which must be a fenced area. Any hen house/coop exceeding fifty (50) square feet shall meet the accessory building requirements of the Zoning Ordinance. The enclosure and fence area shall be in the rear yard of the property and not be visible from any public street due to the location or installed with a solid screening provided by a fence or landscaping. The enclosure and fence shall be a minimum twenty-five (25') feet from any property line. Keeping the hobby chickens /domestic hens shall not result in noise, odor, and unsanitary animal living conditions, unsanitary waste storage and removal that results in the attraction of predators, rodents, insects, or parasites.

No roosters are permitted except with permitted agricultural uses in the R-40, Low Density Residential zoning district per conditional use standards and Agricultural zoning district.

This zoning ordinance section does not alter or limit private property restrictions regarding chickens/domesticated hens.



AGENDA SUMMARY SHEET

Board of Commissioners
City of Goodlettsville

<u>SUBJECT TITLE:</u> ORDINANCE 25-1110 AN ORDINANCE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AMENDING THE GOODLETTSVILLE MUNICIPAL CODE TITLE 17, SECTION 109 BY DELETING ONE PORTION OF SAID SECTION. First Reading <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: ORDINANCE 25-1110 Dept. of Origin: Administration For Agenda of: April 10, 2025 Originator: Tim Ellis Cost of Item: N/A

AGENDA ITEM ATTACHMENTS:

- Ordinance 25-1110

SUMMARY STATEMENT:

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS
AMENDING THE GOODLETTSVILLE MUNICIPAL CODE TITLE 17, SECTION 109 BY
DELETING ONE PORTION OF SAID SECTION.

This Ordinance corrects a conflict that exists between fees for service and the municipal code.

Current Paragraph 3 reads as follows:

Collection of residential bulk rubbish shall be free for no more than two (2) “brown goods” items per month (as defined in this section). Collection of all other residential bulk item, including white goods (as defined in this section), shall be performed after payment of a fee-for-service by the requesting residential property owner or occupant. Said fee-for-service shall be established by a resolution passed by the Goodlettsville Board of Commissioners.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Staff recommends approval of Ordinance 25-1110.

ORDINANCE 25-1110

AN ORDINANCE OF THE CITY OF GOODLETTSVILLE BOARD OF COMMISSIONERS AMENDING THE GOODLETTSVILLE MUNICIPAL CODE TITLE 17, SECTION 109 BY DELETING ONE PORTION OF SAID SECTION.

WHEREAS, the Board of Commissioners of the City of Goodlettsville desires to amend the municipal code as it relates to bulk item pick-up; and

WHEREAS, the said amendment would correct a conflict that currently exists within the City of Goodlettsville Municipal Code.

NOW THEREFORE BE IT ORDAINED, by the Board of Commissioners of the City of Goodlettsville, Tennessee, that Title 17, Section 109 of the Municipal Code is hereby amended by deleting the third paragraph of Section 109 in its entirety and replacing it with a new paragraph as follows:

Collection of residential bulk items shall be performed after payment of a fee-for-service by the requesting residential property owner or occupant. Said fee-for-service shall be established by a resolution passed by the Goodlettsville Board of Commissioners.

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

Passed First Reading: April 10, 2025

MAYOR RUSTY TINNIN

Passed Second Reading: _____

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> ORDINANCE 25-1111 An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway from CSL, Commercial Services Limited to RC1, Regional Center Planned Unit Development zoning district and preliminary master plan approval. FIRST READING <u>PRESENTED BY:</u> Tim Ellis, City Manager Addam McCormick, Sr. Director of Community Development	Agenda Item: ORDINANCE 25-1111 Dept. of Origin: Planning For Agenda of: April 10, 2025 Originator: Addam McCormick Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Ordinance 25-1111

SUMMARY STATEMENT:

An ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 by changing the zoning of properties on Rivergate Parkway from CSL, Commercial Services Limited to RC1, Regional Center Planned Unit Development zoning district and preliminary master plan approval.

FINANCIAL SUMMARY:

N/A

RECOMMENDED ACTION:

Planning Commission and staff recommend approval of Ordinance 25-1111.

ORDINANCE NO. 25-1111

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 BY CHANGING THE ZONING OF PROPERTIES ON RIVERGATE PARKWAY FROM CSL, COMMERCIAL SERVICES LIMITED TO RC1, REGIONAL CENTER PLANNED UNIT DEVELOPMENT ZONING DISTRICT AND PRELIMINARY MASTER PLAN APPROVAL

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

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

WHEREAS, the City's Zoning Ordinance Regional Center Planned Unit Development section includes but is not limited to providing for mixed use commercial and residential uses at a higher density and intensity of development associated with an urban center. The regional center design includes pedestrian and streetscape-oriented design with regulations permitting flexibility for design oriented planned unit developments; and,

WHEARAS, the City's Comprehensive Land Use Plan October 2020 amendment defines Regional Center Commercial as mixed use residential and commercial center for various residential types, entertainment, retail sales and services, hospitality and restaurants, professional and medical offices and clinics, research and development, educational facilities but exempting conflicting industrial type facilities; and,

WHEARAS, the City's Comprehensive Land Use Plan October 2020 amendment defines the location of the Regional Center Commercial Higher Intensity area including the east side of Rivergate Parkway from RiverGate Mall to Conference Drive and Vietnam Veterans Boulevard/SR 386; and,

WHEREAS, the Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on March 3, 2025 to recommend its passage to the Board of Commissioners based on the Regional Center High Intensity Planned Unit Development and Rivergate Master Plan mixed use preliminary master plan with defined stipulations including a mixed use development with 427 residential units, 185,500 square feet of commercial center buildings is consistent with the City's Comprehensive Land Use Plan,

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

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

By changing the property classification to RC1, REGIONAL CENTER PLANNED UNIT DEVELOPMENT for the referenced portion properties attached as “EXHIBIT A” and described as follows:

THE 29.40 ACRE PROPERTIES AT 1000 RIVERGATE PARKWAY REFERENCED AS 02614002600, 02614002800, 02614005200, 02614005500, 02614005600, 02614006100, 03402007600, and 03402007700 SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE. *The rezoning ordinance only applies to properties and the portion of properties within the Goodlettsville city limits.*

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

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

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

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____
Passed Second Reading: _____

ORDINANCE 25-1111
“EXHIBIT A”

SUBJECT PROPERTIES

1000 Rivergate Parkway Tax Map/Parcels# 02614002600, 02614002800, 02614005200, 02614005500, 02614005600, 02614006100, 03402007600, and 03402007700. A portion of the properties are also in the Metro Davidson County Zoning Jurisdiction. The rezoning ordinance only applies to the properties and portion of properties within the Goodlettsville city limits.





AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville, Tennessee**

SUBJECT TITLE: RESOLUTION 25-1259

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee authorizing a Stormwater Utility rate study.

PRESENTED BY: Tim Ellis, City Manager

Agenda Item: Resolution 25-1259

Dept. of Origin: Administration

For Agenda of: April 10, 2025

Originator: Tim Ellis

Cost of Item: TBD

AGENDA ITEM ATTACHMENTS:

Resolution 25-1259

SUMMARY STATEMENT:

A resolution of the Board of Commissioners of the City of Goodlettsville, Tennessee authorizing a Stormwater Utility rate study.

FINANCIAL SUMMARY:

TBD.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1259.

RESOLUTION 25-1259

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE AUTHORIZING A STORMWATER UTILITY RATE STUDY.

WHEREAS, on May 24, 2012, the City of Goodlettsville created a Stormwater Utility with the passage of Ordinance 12-781; and,

WHEREAS, since the creation of the City of Goodlettsville Stormwater Utility, there have been many capital and drainage improvements made throughout the city; and,

WHEREAS, since the creation of the City of Goodlettsville Stormwater Utility, there have been no further rate studies conducted to assure that adequate funds for the utility are sustainable long term; and,

WHEREAS, the Board of Commission desires to have a rate study performed to ensure adequate revenue is being collected.

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

Section I. The City Manager is authorized to accept Request for Proposals in accordance with the City of Goodlettsville's adopted Purchasing Policy.

Section II. The City Manager is authorized to engage the firm that is deemed to be the most qualified in accordance to the City of Goodlettsville's adopted Purchasing Policy.

Section III. This Resolution is effective upon adoption, the welfare of the Citizens of Goodlettsville requiring it.

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

Mayor Rusty Tinnin

City Recorder

Approved as to form and legality

Date

City Attorney



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE: RESOLUTION 25-1260</u> A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT WITH FIRE RECOVERY USA, LLC, AND ESTABLISHING ASSOCIATED FEES. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 25-1260 Dept. of Origin: Fire Department For Agenda of: April 10, 2025 Originator: Ken Reeves Cost of Item: -0-
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AGENDA ITEM ATTACHMENTS:

Resolution 25-1260

SUMMARY STATEMENT:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT WITH FIRE RECOVERY USA, LLC, AND ESTABLISHING ASSOCIATED FEES.

FINANCIAL SUMMARY:

Net Revenue Projected \$80,000.00 to \$100,000.00

RECOMMENDED ACTION:

Staff recommends the Board adopt Resolution 25-1260.

RESOLUTION NO. 25-1260

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT WITH FIRE RECOVERY USA, LLC, AND ESTABLISHING ASSOCIATED FEES.

WHEREAS, the Board of Commissioners of the City of Goodlettsville, by passage of Ordinance 24-1103, established a program for the recovery of costs by fees from users of fire protection and emergency medical services; and,

WHEREAS, by passage of Ordinance 24-1103, it was authorized that by Resolution set such fees; and

WHEREAS, the Board of Commissioners of the City of Goodlettsville deems it in the best interest of the City to enter into a Services Agreement for the collection of Fire Recovery Fees.

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

Section 1. A Services Agreement between the City of Goodlettsville and Fire Recovery USA, LLC. for Fire Cost Recovery is hereby approved for Fee Collection Administration and is attached hereto as “Attachment I”

Section 2. The creation of Fire Recovery Fees is hereby approved and attached hereto as Exhibit “A” as authorized by Ordinance 24-1103.

Section 3. The City Manager is hereby authorized to sign any and all documents associated with said Services Agreement.

Section 4. This Resolution shall become effective upon adoption, the welfare of the Citizens of Goodlettsville requiring it.

Mayor Rusty Tinnin

Passed: _____, 2025

Attest:

City Recorder

Approved as to form and legality

City Attorney

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2025 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Goodlettville Fire Department**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) Client's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Client to:

Goodlettsville Fire Department
105 Long Hollow Pike
Goodlettsville, TN 37072
Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any

prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

Goodlettsville Fire Department

Signature: _____

Name (printed): TIM ELLIS

Title: CITY MANAGER

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 80% (eighty-percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$494.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$562.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$687.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,483.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$454.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with

custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

HAZMAT

Level 1 - \$796.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,842.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$6,707.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$455 per hour.

Truck billed at \$568 per hour.

Miscellaneous equipment billed at \$341.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> Resolution 25-1261 A resolution approving a contract between the City of Goodlettsville and Rogers Group, Incorporated for the paving, striping and other incidental services of city streets. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 25-1261 Dept. of Origin: Public Works For Agenda of: April 10, 2025 Originator: Jeff McCormick Cost of Item: Dependent upon Annual Paving Budget
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AGENDA ITEM ATTACHMENTS:

- Resolution 25-1261
- Contract / Bid

SUMMARY STATEMENT:

A resolution approving a contract between the City of Goodlettsville and Rogers Group, Incorporated for the paving, striping, and other incidental services of city streets.

FINANCIAL SUMMARY:

Dependent upon Annual Paving Budget

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1261.

Resolution 25-1261

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GOODLETTSVILLE AND ROGERS GROUP, INCORPORATED FOR THE PAVING, STRIPING, AND OTHER INCIDENTAL SERVICES TO CITY STREETS.

WHEREAS, the City of Goodlettsville recently publicly advertised for sealed bids as it related to Street Paving, Striping, and other incidental services to city streets; and

WHEREAS, on March 10, 2025, sealed bids were opened and made public; and

WHEREAS, it has been determined that Rogers Group, Incorporated, was the lowest and best bid.

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

Section 1. A contract with Rogers Groups, Incorporated, is authorized to be executed for street paving, striping, and other incidental services and is attached here to as Exhibit I.

Section 2. The City Manager is hereby authorized to sign any documents associated with said contract.

Section 3. This Resolution is effective upon adoption, the welfare of the Citizens of Goodlettsville requiring it.

Mayor Rusty Tinnin

Date

Attest:

City Recorder

Approved as to form:

City Attorney



DELIVER TO: CITY OF GOODLETTSVILLE PUBLIC WORKS (PURCHASING OFFICE)
105 S. MAIN ST.
GOODLETTSVILLE, TN 37072

BID ENCLOSED – TO BE OPENED AT PUBLIC BID ONLY

BID TITLE: CITY OF GOODLETTSVILLE – ROADWAY REPAIRS & IMPROVEMENTS 2025-2026

DUE DATE/TIME: MARCH 10, 2025 BY 10:00 AM

SUBMITTED BY: ROGERS GROUP, INC
2124 NASHVILLE PIKE
GALLATIN, TN 37066
(615) 451-4777
tyler.norris@rogersgroupinc.com

State of Tennessee

411301

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
ROGERS GROUP, INC.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 1774
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2026
UNLIMITED: BC: HRA: MU: MU-A.2: MU-A.3



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

**SPECIFICATIONS AND DOCUMENTS
FOR
ROADWAY REPAIRS AND IMPROVEMENTS
WITHIN THE
CITY OF GOODLETTSVILLE
2025-2026**

**GOODLETTSVILLE PUBLIC WORKS DEPARTMENT
GOODLETTSVILLE, TENNESSEE**

STREET REPAVING BID FORM

Sealed proposals will be received until 10:00 a.m. CST, Monday, March 10, 2025 for roadway repairs and improvements within the City of Goodlettsville.

Bidders shall place their bid in a sealed envelope along with a bid bond and proofs of insurance. The outside of the envelope must indicate the bidder's name, license number, expiration date, and that part of classification applying to the bid in accordance with TCA 62-6-119. Bids not conforming to these provisions shall not be opened. Bids are sent to City of Goodlettsville; Rachel Hoover, Purchasing; 105 S. Main Street, Goodlettsville, TN 37072.

The annual paving contract, upon acceptance, is to be in effect for one (1) year beginning July 1, 2025 with the option of one -year renewals, up to five (5) consecutive years total. In compliance with the above invitation for bids and subject to all the conditions thereof, the undersigned offers, and agrees, if this is accepted by the City and approved by the Goodlettsville Board of Commission to furnish and install all items at the prices provided at a schedule determined by the City.

The City of Goodlettsville does not discriminate on the basis of age, race, sex, color, national origin, religion or disability in admission to, access to, or operation of its programs, services or activities, nor does it discriminate in its hiring or employment practices. Contact the city manager at (615) 851-2200 with questions, concerns, and complaints with requests for ADA accommodations.

Company Name: Rogers Group, Inc.

Company Address: 2124 Nashville Pike Gallatin, TN 37066

Phone Number: 615-207-9488

License # and Expiration Date: #1774 3/31/26

Printed Name and Title of Person Signing: Tyler Norris - Estimating Manager

Signature and Date:  3/10/25

Received by the City of Goodlettsville

By (Printed Name and Title): _____

Signature, Date, and Time: _____

ITEM NUMBER	DESCRIPTION	UNIT	BID PRICE
303-01.01	MINERAL AGGREGATE, TYPE A BASE, GRADING D LESS THAN 250 TONS	TONS	\$50.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D MORE THAN 250 TONS	TONS	\$40.00
411-01.111	TDOT BITUMINOUS PLANT MIX WITH TACK COAT GRADE E-ROADWAY FOR ROADS LESS THAN 250 TONS	TONS	\$128.00
411-01.11	TDOT BITUMINOUS PLANT MIX WITH TACK COAT GRADE E-ROADWAY FOR ROADS MORE THAN 250 TONS	TONS	\$118.75
307-01.081	TDOT BITUMINOUS PLANT MIX BASE (HOT MIX) WITH TACK COAT GRADING BM-2 MIX FOR ROADS LESS THAN 250 TONS	TONS	\$130.00
307-01.08	TDOT BITUMINOUS PLANT MIX BASE (HOT MIX) WITH TACK COAT GRADING BM-2 MIX FOR ROADS MORE THAN 250 TONS	TONS	\$113.00
307-01.151	TDOT BITUMINOUS PLANT MIX WITH TACK COAT GRADE CS-MIX FOR ROADS LESS THAN 250 TONS	TONS	\$150.00
307-01.15	TDOT BITUMINOUS PLANT MIX WITH TACK COAT GRADE CS-MIX FOR ROADS MORE THAN 250 TONS	TONS	\$130.00
307-01.02	TDOT BITUMINOUS PLANT MIX WITH TACK COAT GRADE A-MIX FOR ROADS LESS THAN 250 TONS	TONS	\$130.00
307-01.01	TDOT BITUMINOUS PLANT MIX WITH TACK COAT GRADE A-MIX FOR ROADS MORE THAN 250 TONS	TONS	\$113.00
777-02.69	MANHOLE ADJUSTMENTS	EACH	\$350.00
776-01.15	WATER BOX ADJUSTMENTS	EACH	\$350.00
776-01.20	PLATE & SET EXISTING VALVE BOX	EACH	\$730.00
776-01.25	SET ONLY EXISTING VALVE BOX	EACH	\$450.00
716-05.011	PAINTED PAVEMENT MARKING FOUR INCH (4") LINE	LM	\$1,350.00
716-02.01	PLASTIC PAVEMENT MARKING FOUR INCH (4") LINE	LM	\$5,620.00
716-02.02	PLASTIC PAVEMENT MARKING EIGHT INCH (8") BARRIER LINE	LM	\$16,860.00
716-02.03	PAINTED PAVEMENT MARKING EIGHT INCH (8") BARRIER LINE	LM	\$2,250.00
716-05.05	PAINTED PAVEMENT MARKING STOP BAR	LF	\$13.50
716-05.06	PLASTIC PAVEMENT MARKING STOP BAR	LF	\$28.15

716-04.01	PLASTIC PAVEMENT MARKING STRAIGHT-TURN ARROW	EACH	\$562.00
716-04.05	PLASTIC PAVEMENT MARKING STRAIGHT ARROW	EACH	\$281.00
716-05.03	PAINTED PAVEMENT MARKING LONGITUDINAL CROSS WALK	LF	\$9.00
716-02.11	PLASTIC PAVEMENT MARKING SIX INCH (6") DOTTED LINE	LF	\$3.37
716-02.10	PLASTIC PAVEMENT MARKING SIX INCH (6") LINE	LF	\$1.70
716-02.08	PLASTIC PAVEMENT MARKING 8" DOTTED LINE	LF	\$4.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	LF	\$281.00
716-02.04	PLASTIC CHANNELIZATION	SY	\$45.00
716-02.09	PLASTIC PAVEMENT MARKING LONGITUDINAL CROSSWALK	LF	\$45.00
716-02.02	PLASTIC PAVEMENT 8" BARRIER LINE	LF	\$3.40
716-03.01	PLASTIC WORD "ONLY"	EACH	\$500.00
716-03.08	PLASTIC WORK (PED-XING)	EACH	\$843.00
716-03.03	PLASTIC WORD "STOP AHEAD"	EACH	\$843.00
716-04.03	PLASTIC 4" DOTTED LINE	LF	\$2.81
716-03.02	PLASTIC WORK MARKING (RXR)	EACH	\$850.00
716-05.20	PAINTED PAVEMENT 6" LINE	LM	\$1,700.00
716-13.02	SPAY THERMO MARKING (6")	LF	\$0.70
716-04.16	PLASTIC PAVEMENT NOISE STRIP	LF	\$22.50
716-04.15	PLASTIC PAVEMENT BIKE SYMBOL & ARROW SHARED	EACH	\$562.00
716-04.12	PLASTIC PAVMENT YIELD LINE	SF	\$22.50
716-03.04	PLASTIC PAVEMENT MARKING (SCHOOL)	EACH	\$730.00
SP-1	SITE PREPARATION	SY	\$5.00
DG-1	SHOULDER DEGRASS	LM	\$2,000.00
712-01	TRAFFIC CONTROL 4 HOUR MINIMUM	HOUR	\$135.00
702-01.01	8" EXTRUDED CONCRETE CURB -\$1,500 MINIMUM CHARGE UP TO 180 FEET PRICE PER FOOT EACH ADDITIONAL FOOT ABOVE 180	LF	\$12.00
702-01.02	6" EXTRUDED CONCRETE CURB -\$1,500 MINIMUM CHARGE UP TO 180 FEET PRICE PER FOOT EACH ADDITIONAL FOOT ABOVE 180	LF	\$12.00
415-01.02	MILLING WEDGE MILL 7 FEET 1 1/2" DEPTH TO 0" DEPTH FOR ROADS LESS THAN 250 TONS	SY	\$4.25
415-01.02	MILLING WEDGE MILL 7 FEET 1 1/2" DEPTH TO 0" DEPTH FOR ROADS MORE THAN 250 TONS	SY	\$4.00
415-01.03	MILLING 1 1/2" DEPTH FOR ROADS LESS THAN 250 TONS	SY	\$4.75
415-01.04	MILLING 1 1/2" DEPTH FOR ROADS MORE THAN 250 TONS	SY	\$4.50
303-01.05	SURGE STONE LESS THAN 250 TONS	TONS	\$50.00
303-01.06	SURGE STONE MORE THAN 250 TONS	TONS	\$45.00

Small quantity roads, less than 250 tons of milling and hot mix, is for roads that are a single call out. Roads that are less than 250 tons but still in the same area of other roads being paved will be considered for pay purpose, to be included in the above 250 tons pay items.

It is preferred that any material produced not require more than a thirty-mile haul to the job site. Producers wishing to haul mix more than thirty-miles will be required to use heated truck beds.

City of Goodlettsville Paving and Road Maintenance Documents

CITY OF GOODLETTSVILLE STREET PAVING CONTRACT TERMS AND CONDITIONS

The parties hereby agree to the following terms and conditions:

This contract is initiated by and between the City of Goodlettsville ("City") and Rogers Group, Inc.
 ("Contractor") located at 2124 Nashville Pike Gallatin, TN 37066

1. Duties and Responsibilities

1.1 Duties and Responsibilities

CONTRACTOR agrees to provide the goods and services defined in the solicitation per the terms and conditions identified in the solicitation.

- This is an indefinite delivery/indefinite quantity contract for the resurfacing of various City of Goodlettsville-owned roadway surfaces using the line item pricing shown in the bid documents.

1.2 Representations of the Contractor

In order to induce the City to execute this Contract and recognizing that the City is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the City:

- The Contractor is fully qualified to act as the contractor for this project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the designer and builder for the project;
- The Contractor has become familiar with the project sites and the local conditions under which the project is to be constructed and operated;
- The Contractor has received, reviewed, and carefully examined all of the documents which make up this Contract and has found them to be generally sufficient to indicate and convey understanding of the terms and conditions for constructing and completing the project; and the Contractor further agrees to notify the City of all conflicts, errors, ambiguities, or discrepancies that are discovered in the Contract including, but not limited to any plans and specifications.
- The Contractor had access to the sites for examination, exploration, prior to submitting their proposal and relied exclusively upon the Contractor's own estimates and investigations and other data which was necessary for full and complete information upon which the Contractor's bid was based; in addition to the representations contained within the Contractor's bid documents.

1.3 Stormwater Management

All activities performed in under this contract, shall be conducted in full compliance with the City of Goodlettsville's stormwater ordinance. This requirement pertains to the unlawful/prohibited discharges to the City's storm sewer system. It prohibits the discharge of non-stormwater discharges into the municipal storm sewer system. Contractor shall bear responsibility for all of Contractor's (and sub-contractor's) actions that cause the City to violate regulatory permits, Federal, state or local environmental regulations. Contractor's responsibility shall include, but not be limited to, immediate clean-up and proper disposal, payment of all fines, assessments and/or civil penalties incurred due to Contractor's or sub-contractor's work, actions, design or installation as well as payment for any mitigation measures required due to the violation and clean-up associated with any violation.

2. Terms

2.1 Contract Term

The term of this contract will begin on July 1, 2025 upon prior approval of the City of Goodlettsville's Board of Commissioners. The initial contract term will end twelve (12) months from the beginning date.

This contract may be extended by a contract amendment. The option to extend shall be exercised by and in the discretion of the City Manager. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of the executed contract.

3. Compensation

3.1 Compensation

The City shall pay and the Contractor shall accept as full and complete payment for the Contractor's timely performance of all its obligations hereunder. The price set forth herein shall constitute the contract price, based on submitted and approved bid documents, which shall not be modified. The Contractor agrees the contract price is subject to upward or downward revision to reflect variation in the expected quantities or unit priced work, use of allowances, increases and decreases in the scope of work and other changes contemplated by and made in accordance with the terms of this Contract. Notwithstanding any other provision of the Contract, Contractor is not guaranteed to earn any minimum amount of compensation. Rather, the total amount of compensation Contractor may earn under this Contract shall be based on the total number of authorized an approved units of work performed.

The City shall pay the Contractor in accordance with the procedures set forth in this paragraph. Following completion of approved work, Contractor shall submit an invoice to the City outlining the completed work. The City will process the invoice for payment within thirty (30) days of submission. Each payment request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level of which payment is requested, that the work has been properly installed and performed. The Contractor also constitutes an affirmative representation and warranty that all work for which the City has paid is free and clear of any lien, claim or other encumbrance of any person whatsoever.

When payment is received by the Contractor, the Contractor agrees to pay any subcontractors, employees, laborers, etc. amounts they are due for the work completed on behalf of the City within fifteen (15) days of receipt. Neither payment to the Contractor, utilization of the project for any purpose by the City, nor any other act or omission by the City shall be interpreted to construe as an acceptance of any work of the Contractor not strictly in compliance with this contract.

The City may refuse to make payment and, if necessary, may demand the return of a portion or the entire amount previously paid to the Contractor due to:

- The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
- The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
- The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
- The Contractor's failure to use Contract funds previously paid by the City to pay the Contractor's project-related obligations including, but not limited to, subcontractors, laborers, material, equipment suppliers, etc.;
- Claims made, pending or known against the City or its property in relation to this contract or the acts or omissions of the Contractor or any subcontractors;
- Loss caused by the Contractor or subcontractors; and,
- The Contractor's failure or refusal to perform any of its obligations to the City.

In the event the City makes demand upon the Contractor for previous amount(s) paid, the Contractor shall promptly comply with such demand within ten (10) days of receipt of notice.

Should the City believe there are substantial delays or final completion is inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due to the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

Prior to final payment, the Contractor shall furnish the City the following:

- An affidavit that all of the Contractor's obligations to subcontractor, laborers, equipment and material suppliers and other third parties in connection with the project have been paid or otherwise satisfied;
- Separate releases of claims or claim waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the City or the payment bond; and,
- Consent(s) of surety to final payment.

City of Goodlettsville Paving and Road Maintenance Documents

3.2 Other Fees

There will be no other charges or fees for the performance of this contract. The City will make reasonable efforts to make payment within thirty (30) days of receipt of invoice.

3.3 Escalation/De-escalation

The Contractor is eligible for annual escalation/de-escalation adjustment for non-bituminous items. The request for adjustment must be submitted to the Public Services Director (or designee) no less than sixty (60) days prior to the annual anniversary contract execution date. Any such adjustment shall become effective on the anniversary of the filing of the contract with the City.

This provision provides the method of adjustment for bituminous materials. The normal bid items in the contract covering the bituminous material shall remain the same, but the contract unit bid prices for these items will be adjusted to compensate for increases and decreases in the Contractor's bituminous material cost in the following manner:

Escalation/de-escalation adjustment for bituminous items shall be in accordance with Tennessee Department of Transportation (TDOT) Special Provision 109B (See attached). A basic bituminous material index will be established by TDOT prior to the time the bids are opened. This *Basic Bituminous Material Index* is the average of the current quotations from suppliers furnishing asphalt cement to contractor in the State of Tennessee.

4. Termination

4.1 Breach

Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the City shall have the right to immediately terminate the contractor. Such termination shall not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by the Contractor or its subcontractors, laborers, etc.

4.2 Funding

Should funding for this contract be discontinued, the City shall have the right to immediately terminate this contract upon written notice to the Contractor.

4.3 Notice

The City may terminate this contract at any time upon thirty (30) days written notice to the Contractor. Should the City terminate this contract, the Contractor shall cease work immediately and the City shall pay the Contractor the amount due for satisfactory work.

5. Nondiscrimination

5.1 Policy

It is the City's policy not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

5.2 Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contract with the City or in the employment practices of the City's contractor's. The Contractor certifies and warrants that it will comply with this nondiscrimination requirement. Contractor, upon request, may be required to show proof of such

Nondiscrimination policy.

5.3 Letter of Intent to Perform as a Subcontractor/Joint Venture

In the event the Contractor proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the Contractor, subcontractor, sub-consultant, supplier, and/or joint venture must be submitted with the City within seven (7) days of contract award. Each company must be licensed to work within the City of Goodlettsville.

5.4 Americans with Disabilities Act (ADA)

Contractor assures the City that all services provided through this contractor shall be completed in full compliance with the Americans with Disabilities Act most current standards for accessible design. Contractor ensures participants with disabilities will be access that is equally effective as that provided to people without disabilities. Information shall be made available upon reasonable request of a qualified person with a disability.

6. Insurance

6.1 Proof of Insurance

During the term of this contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified as follows. Proof of insurance shall be required naming the City of Goodlettsville as an additional insured.

- General Liability Insurance in the amount of one million dollars (\$1,000,000.00).
- Automobile Liability Insurance in the amount of one million dollars (\$1,000,000.00).
- Workers' Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand dollars (\$100,000.00), as required by the laws of Tennessee.

Prior to commencement, Contractor will provide City with original or certified copies of certificates and endorsements required by this section and provide that such insurance shall not be canceled, allowed to expire, or be reduced in coverage.

Such insurances shall contain or be endorsed to contain a provision that includes the City of Goodlettsville, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

Any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned, said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of vehicles owned, leased, hired, or borrowed by or on behalf of the Contractor.

Workers' Compensation, Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's Workers' compensation insurance coverage.

7. Intent and Interpretation

7.1 Intent and Interpretation

With respect to the intent and interpretation of this contract, the City and Contractor agree as follows:

City of Goodlettsville Paving and Road Maintenance Documents

- Unless specifically stated to be the responsibility the City, anything that may be required, implied or inferred by the documents which make up this contract, or any one or more of them, shall be provided by the Contractor for the contract price based on the bid documents;
- Nothing contained in this contract shall create, or be interpreted to create, privity or any other relationship whatsoever between the City and any entity except the Contractor;
- Whenever a word, term, or phrase is used in this contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
- The words “include”, “includes”, or “including”, as used within this contract, shall be deemed to be followed by the phrase, “without limitation”;
- The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract;
- The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this contract, shop drawings and other submittals and shall give written notice to the City of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval of the City of any submittals shall not relieve the Contractor of continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor’s compliance with this Contract; and,
- In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract the following shall control:
 - As between figures given on plans and scaled measurements, the figures shall govern;
 - As between large scale plans and small-scale plans, the large-scale plans shall govern;
 - As between plans and specifications, the requirements of the specifications shall govern;
 - As between this document and the plans or specifications, this document shall govern.
 - Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Where there are discrepancies between the indicated sum of any column of figures and the correct sum thereof, the City has the right, at its option, to reject the Bid or to accept the correct sum.

7.2 Contractor’s Performance

The Contractor shall perform all of the work required, implied or reasonably inferable from this contract including, but not limited to, the following:

- Construction of the project;
- Construction services consisting of the provision and the prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required for construction and all necessary permits that may be required;
- The furnishing and maintenance of any required surety bonds and insurance; and,
- The creation and submission to the City, two (2) sets of all manuals, operating instructions, bonds, warranties, guarantees, maintenance instructions, etc.

7.3 Time for Contractor’s Performance and Liquidated Damages

The Contractor shall commence the performance of this contract (“Commencement of Work Date”) within seven (7) calendar days after the date of issuance to the Contractor of a Notice to Proceed by the City, however, in no event shall the Notice to Proceed be issued or performance commence prior to the effective date of this contract as hereafter set out. Once timely commenced, Contractor shall diligently continue its performance to and until final completion of the project. Guarantees and equipment warranties required by this contract shall commence on the date of final inspection. All limitations of time set forth herein are material and are of the essence of this contract.

7.4 Change Orders

Changes to the work within the general scope of this contract may be ordered by a change order and must be approved by the City Manager. The City may order minor changes (those that do not involve a change in the contract price and do not involve a change in the time for the Contractor's performance) that the City deems necessary for performance of and are consistent with the intent of this contract. The Contractor shall proceed with any such change(s).

7.5 Cease and Desist Order

In the event the Contractor fails or refuses to perform the work as required herein, the City may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instruction has been corrected, or no longer exists, or the City instructs the work may resume. In the event the City issues such instruction and in the event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurances to the City that the cause for such instruction will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the work with its own force or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the Contractor.

7.6 Subcontractors

Upon execution of this contract, the Contractor shall identify to the City, in writing, any subcontractor not previously identified on the project. The City shall, in writing, state any objection the City may have with to any subcontractor. The Contractor shall not enter into a subcontract with an intended subcontractor that was listed to whom the City objects. Should a proposed subcontractor that was listed when Contractor's proposal was submitted (this does not apply to subcontractors listed after that time) be disapproved, and the Contractor provides proof that the replacement subcontractor will charge Contractor a higher price than the disapproved subcontractor, then the contract price may be adjusted at a rate equal to the difference between the price charged Contractor by the new subcontractor and the price charged by the disapproved subcontractor.

Failure of the City to object to the subcontractor shall not impose on the City any liability or responsibility for the performance or character of said subcontractor.

All subcontracts shall afford the Contractor rights against the subcontractor that correspond to those rights afforded to the City against the Contractor herein, including those rights of contract termination as set forth in this contract.

7.7 Discovering and Correcting Defective or Incomplete Work

In the event Contractor's work is in violation of this contract or in violation of a directive issued by the City, the Contractor shall rework and make right the work at no cost in time or money to the City.

The Contractor shall, at no cost in time or money to the City, correct work rejected by the City as defective or failing to conform to this contract. The Contractor shall reimburse the City for all testing, inspections and other expenses incurred as a result thereof.

The Contractor shall be specifically obligated to correct any and all defective or nonconforming work without additional compensation for a period of twelve (12) months following final completion upon written notice from the City.

The City may choose to accept defective or nonconforming work. In such event, the contract price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the project as constructed and the fair market value of the project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid contract price, if any, is insufficient to compensate the City for the acceptance of the defective or nonconforming work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming work.

7.8 The City's Right to Suspend Contractor's Performance

The City shall have the right at any time to direct the Contractor to suspend the performance, or any part thereof, for any reason, or without reason. If such suspension is directed by the City, the Contractor shall immediately comply with the

same and shall demobilize as directed.

7.9 Surety Bonds

The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount not less than the contract price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the contract price is adjusted by change orders executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the City and shall be executed by a surety, or sureties, licensed to do business in Tennessee. Bonds shall be accompanied by a Power of Attorney indicating that the person executing the bond is doing so on behalf of the surety. The Power of Attorney shall have been conferred upon the attorney-in-fact prior to the date of the bond. The Power of Attorney shall show the date of appointment of the attorney-in-fact and that the appointment and power have not been revoked and remain in effect.

8. General Terms and Conditions

8.1 Taxes

The City shall not be responsible for any taxes incurred by the Contractor. Contractor cannot claim tax-exemption from taxes by virtue of any exemption that is provided to the City.

8.2 Warranty

Contractor warrants that for a period of one year from date of delivery and/or installation, the goods provided shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained. During the warranty period, the City may request the Contractor repair or replace any defective goods. In that event, Contractor shall repair or replace the defective goods at Contractor's expense within thirty (30) days of the notice.

8.3 Maintenance of Records

Contractor shall maintain documentation for all charges against the City. The books, records, and/or documents of Contractor, as they relate to the work performed under this contract, shall be maintained for a period of five (5) years from the date of final payment received and are subject to audit at any time. Records shall be maintained in accordance with generally accepted accounting principles.

All documents and materials related to this contractor which are in the possession of the Contractor or any subcontractor shall be made available to the City for inspection and copying upon request.

8.4 Monitoring

The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the City.

8.5 Contract Modification

This contract may be modified only by written amendment executed by all parties and their signatories.

8.6 Partnership or Joint Venture

This contract shall not in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this contract.

8.7 Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

8.8 Compliance with Laws

Contractor agrees to comply with all applicable Federal, State, and local laws.

8.9 Taxes and Licensure

Contractor shall have all applicable licenses and be current on its payment of all applicable taxes.

8.10 Ethical Standards

Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a City contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purchase of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

8.11 Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless the City, its officers, agents, and employees from:

- Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- In any and all claims against the City, its officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- The City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- Contractor shall pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.12 Attorney Fees

Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event the City prevails in such action, Contractor shall pay all expenses for such action incurred at any and all stages of the litigation including costs and reasonable attorney fees for the City.

8.13 Assignment

The provisions of this contract may not be reassigned or transferred in whole or in part without the prior written consent by the City. Any such reassignment or transfer shall not release Contractor from its obligations hereunder.

8.14 Entire Contract

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.15 Force Majeure

No party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.16 Governing Law

The validity, construction and effect of this contract any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

8.17 Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

8.18 Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

Signed to its legality this _____ day of _____, 2025.

CONTRACTOR

Company Name and Address: Rogers Group, Inc.
2124 Nashville Pike Gallatin, TN 37066

Printed Name and Title: Nick DiBartolo VP Construction

Authorized Signature:  _____
0523A81934714DB...

CITY

City of Goodlettsville
105 S. Main Street
Goodlettsville, TN 37072

Printed Name and Title: _____

Authorized Signature: _____

City Attorney

Printed Name: _____

Signature: _____

ADDENDUM A: PAVING CONTRACT ATTACHMENT
SPECIAL PROVISION
REGARDING
PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL

This Special Provision covers the method of payment adjustment for bituminous materials.

100% Virgin Bituminous Material

A payment adjustment will be made to compensate for increases and decreases in a contractor’s bituminous material cost. The normal bid items in the contract covering the bituminous material shall not be changed. Payment adjustments (+/-) shall be paid under “Payment Adjustment for Bituminous Material” and calculated as a described herein:

A “Basic Bituminous Material Index” will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This “Basic Bituminous Material Index” is the average of the current quotations from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton F.O.B. supplier’s terminal.

The “Basic Bituminous Material Index” for this project is \$ \$_____ per ton. (SEE JANUARY 2025 INDEX)

The “Monthly Bituminous Material Index” is also established on the first day of each month by the same method. A payment adjustment shall be made based upon “Monthly Bituminous Material Index” ~~in the month the material is produced.~~

The payment adjustment will be made as follows:

$$PA = [Ic - Ib] \times T$$

Where:

- | | |
|------|---|
| PA = | Price Adjustment for Adjustment Month |
| Ib = | Basic Bituminous Material Index |
| Ic = | Monthly Bituminous Material Index |
| T = | Tons bituminous material for Adjustment Month |

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

Upon the expiration of the allocated working time, as set for the in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be made only when the “Monthly Bituminous Material Index” is **less** than the “Basic Bituminous Material Index” and varies five percent (5%) or more.

Payment adjustment, for bituminous material used after the expiration of the allocated working time and where the “Monthly Bituminous Material Index” **exceeds** the “Basic Bituminous Material Index”, will **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FT/MT, payment adjustments for bituminous material shall be calculated for each month where the allocated working time has expired, the “Monthly Bituminous Material Index” **exceeds** the “Basic Bituminous Material Index”, and the indices vary five percent (5%) or more. The calculation of the bituminous payment adjustment shall be made using the “Monthly Bituminous Material Index” or the “Bituminous Material Index for Contract Completion Date” in accordance with the following formulas:

The “Bituminous Material Index for Contract Completion Date” is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The “Monthly Bituminous Material Index” is less than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Ic - Ib] \times T$$

The “Monthly Bituminous Material Index” is greater than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Icd - Ib] \times T$$

Where:

PA = Price Adjustment for Adjustment Month
 Ib = Basic Bituminous Material Index
 Ic = Monthly Bituminous Material Index
 Icd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
 T = Tons

Mixes Containing Recycled Bituminous Material

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor’s cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the “Monthly Bituminous Material Index” from the “Basic Bituminous Material Index” varies from the “Basic Bituminous Material Index” indicated in this Special Provision.

Where the price index varies, the payment adjustment will be made as follows: $PA = ([Ic - Ib] \times [BA -$

$$RA] \times Tm)/100$$

PA = Price Adjustment for Adjustment Month
 Ib = Basic Bituminous Material Index
 Ic = Monthly Bituminous Material Index
 BA = Percent asphalt specified for bidding purposes
 RA = Percent asphalt obtained from recycled asphaltic material used in each mix
 Tm = Tons asphalt mix for adjustment month

Upon the expiration of the allocated working time, as set for the in the original contract or as extended by Change Order, payment adjustments for bituminous material containing RAP will continue to be made only when the “Monthly Bituminous Material Index” is less than the “Basic Bituminous Material Index” and varies five percent (5%) or more.

Payment adjustment, for bituminous material containing RAP provided after the expiration of the allocated working time and where the “Monthly Bituminous Material Index” exceeds the “Basic Bituminous Material Index”, shall not be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous containing RAP shall be calculated for each month where the allocated working time has expired, the “Monthly Bituminous Material Index” exceeds the “Basic Bituminous Material Index. The calculation of the bituminous payment adjustment shall be made using the “Monthly Bituminous Material Index” or the “Bituminous

Material Index for Contract Completion Date” in accordance with the following formulas:

The “Bituminous Material Index for Contract Completion Date” is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The “Monthly Bituminous Material Index” is **less** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = ([Icd - Ib] \times [BA - RA] \times Tm) / 100$$

The “Monthly Bituminous Material Index” is **greater** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = ([Ic - Ib] \times [BA - RA] \times Tm) / 100$$

Where:

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly bituminous Material Index
- Icd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
- BA = Percent asphalt specified for bidding purposes
- RA = Percent asphalt obtained from recycled asphaltic material used in each mix
- Tm = Tons asphalt mix for adjustment month

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Rogers Group, Inc.
2124 Nashville Pike, Gallatin, TN 37066

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Goodlettsville

Public Works Department, 105 S. Main Street, Goodlettsville, TN 37072

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

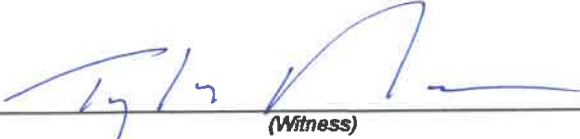
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

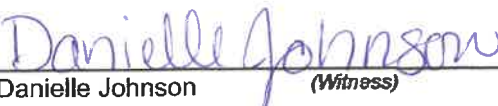
WHEREAS, the Principal has submitted a bid for Roadway Repairs and Improvements within the City of Goodlettsville
2025-2026

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of February, 2025


(Witness)

Rogers Group, Inc.
(Principal)
By 
(Seal)
(Title)


Danielle Johnson
(Witness)



Travelers Casualty and Surety Company of America
(Surety)
By 
(Seal)
Attorney-in-Fact Tina Foster
(Title)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Foster** of **KNOXVILLE**, **Tennessee**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

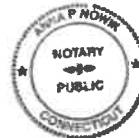
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28TH** day of **FEBRUARY**, **2025**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



ROGERS GROUP, INC.

411301

ID NUMBER: 1774
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2026

**BOARD FOR LICENSING CONTRACTORS
CONTRACTOR**

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ROGERS GROUP, INC.
421 Great Circle Road
P.O. BOX 25250
NASHVILLE, TN 37202-5250

State of Tennessee

411301

**BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
ROGERS GROUP, INC.**

This is to certify that all requirements of the State of Tennessee have been met.

**ID NUMBER: 1774
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2026
UNLIMITED; BC; HRA; MU; MU-A.2; MU-A.3**



**IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE**

AREAS OF CERTIFICATION/MONEY LIMITS

UNLIMITED; BC; HRA; MU; MU-A.2; MU-A.3



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
03/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@wtwco.com ADDRESS:														
INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Allied World National Assurance Company</td> <td>10690</td> </tr> <tr> <td>INSURER C: QBE Specialty Insurance Company</td> <td>11515</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Allied World National Assurance Company	10690	INSURER C: QBE Specialty Insurance Company	11515	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: W33004039

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	HDO - G47329437	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000	
	☒ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					Y ISA H10718715 04/01/2024 04/01/2025 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		0305-4546	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WCU C50694537	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation Policy & Employers Liability	Y	WLR C50694495	04/01/2024	04/01/2025	SEE ATTACHED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile: Hired Auto. Comp. Ded.: \$2,500 / Coll. Ded.: \$2,500

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

CITY OF GOODLETTSVILLE 105 S. MAIN STREET GOODLETTSVILLE, TN 37072	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Rogers Group, Inc. Its Affiliates and Subsidiaries 421 Great Circle Road Nashville, TN 37228	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: Roadway Repairs and Improvements
The City of Goodlettsville, its officials, officers, employees, and volunteers are included as Additional Insured where required by written contract.

INSURER AFFORDING COVERAGE: ACE American Insurance Company
POLICY NUMBER: WLR C50694495 EFF DATE: 04/01/2024 EXP DATE: 04/01/2025
SUBROGATION WAIVED: Y

NAIC#: 22667

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation Policy	EL Each Accident	\$1,000,000
& Employers Liability	EL Disease - Each Emp	\$1,000,000
Per Statute	EL Disease -Pol Limit	\$1,000,000

ADDITIONAL REMARKS:
WC \$1,000,000 Retention: WCU C50694537 (AL,AR,IN,KY,TN)
WC Large Ded \$1,000,000: WLR C50694495 (FL, MS, NC, SC, TX, VA, WV)

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company
POLICY NUMBER: 140001521 EFF DATE: 04/01/2024 EXP DATE: 04/01/2025

NAIC#: 11515

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Per Occurrence	\$2,000,000
	Aggregate	\$2,000,000
	Excess of	\$2,000,000

ADDITIONAL REMARKS:
Policy 140001521 sits excess of policy ISA H10718715



AGENDA SUMMARY SHEET

**Board of Commissioners
City of Goodlettsville**

<u>SUBJECT TITLE:</u> RESOLUTION 25-1262 A resolution proclaiming April 25, 2025 as Arbor Day in the City of Goodlettsville. <u>PRESENTED BY:</u> Tim Ellis, City Manager	Agenda Item: Resolution 25-1262 Dept. of Origin: Parks For Agenda of: April 10, 2025 Originator: Sarah Jennings Cost of Item: N/A
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AGENDA ITEM ATTACHMENTS:

Resolution 25-1262

SUMMARY STATEMENT:

A resolution proclaiming April 25, 2025 as Arbor Day in the City of Goodlettsville.

FINANCIAL SUMMARY:

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

RECOMMENDED ACTION:

Staff recommends approval of Resolution 25-1262.

Resolution 25-1262

A RESOLUTION PROCLAIMING APRIL 25, 2025 AS ARBOR DAY IN THE CITY OF GOODLETTSVILLE.

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, to hereby proclaim APRIL 25TH as ARBOR DAY

in Goodlettsville, Tennessee, and to urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Adopted: April 10, 2025

MAYOR RUSTY TINNIN

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY